

**CONTINUING SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND
GREENTRUST ENVIRONMENTAL INC NO. 13817**

This Continuing Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Greentrust Environmental Inc , a Florida for Profit Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County requires a qualified firm or individual to provide Invasive Plant Treatment at Barr Hammock Preserve: RMU 5A Wolfsheimer, and Lochloosa Slough Preserve

WHEREAS, the Florida Fish And Wildlife Conservation Commission (FFWCC) issued Request For Proposals (RFP) FWC 17/18-82 seeking qualified firms or individuals to provide Vegetation Management incorporated and attached hereto as **Exhibit “1”**; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, FFWCC identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the County recognizes the sufficiency of the procurement process of the FFWCC in accordance with Alachua County Procurement Code; and

WHEREAS, the Contractor is willing to provide the work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.

Scope. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Invasive Plant Treatment at Barr Hammock Preserve: RMU 5A, Wolfsheimer, and Lochloosa Slough Preserve, as more particularly described in the Scope of Services attached hereto as **Exhibit “2”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.

2. **Term**. This Agreement is effective upon execution by both Parties (“effective date”) and continues until August 30, 2023, to coincide with the effective term of the FFWCC RFP, unless earlier terminated as provided herein. This Agreement may be amended and extending to coincide with any extension of the at the FFWCC RFP.

3. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:

A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this

Agreement.

- B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

4. **Authorization for Services.** Authorization for performance of the Services by Contractor under this Agreement will be in the form of written Work Orders issued and executed by County and signed by Contractor. Each Work Order will describe the Services required, state the dates for commencement and completion of the Services, and state the amount and method of payment. Work Orders will be issued under and shall incorporate the terms of this Agreement. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the terms of this Agreement shall prevail. Changes to existing Work Orders will be authorized by a Work Order Change Order. The County makes no covenant or promise as to the amount or number of Services, work or projects to be requested of Contractor under this Agreement, or that Contractor will perform any project for the County during the term of this Agreement. The County Manager or his/her designee is authorized to initiate and sign Work Orders and Work Order Change Orders on behalf of the County.

5. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services required will not exceed (\$) 100,000.00 **annually** (“NTE amount”) as detailed in **Exhibit “3”** and incorporated herein.
- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid

in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Environmental Protection
408 W. University Ave, Suite 106
Gainesville, FL 32601

- C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- E. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "4"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "4-A"**.

8. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury

or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

9. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

10. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are ‘Covered Services’, as defined under the Alachua County Government Minimum Wage Ordinance (“Wage Ordinance”), then during the term of this Agreement and any renewals, Contractor shall pay its ‘Covered Employees’, as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage (“Minimum Wage”), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit “5”**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$18.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

12. **Default and Termination.**

A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

- B. Termination for Convenience: County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

13. **Indemnification**. CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees,

representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

Greentrust Environmental Inc
20015 33rd Dr.,
Wellborn, FL 32094

To County:

Environmental Protection
408 W. University Ave, Suite 106
Gainesville, FL 32601
achristman@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn:
Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records

required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost

and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any

interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons,

contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: Alachua County, Florida, through its representative who is authorized to sign, and by Contractor, through its duly authorized representative.

CONTRACTOR

By: 
Print: Eric Benson
Title: Owner / Greentrust Environmental Inc.
Date: April 28th, 2023

ALACHUA COUNTY, FLORIDA

By: _____
Anna Prizzia, Chair
Board of County Commissioners
Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Florida Fish and Wildlife Conservation Commission (FFWCC) Request For Proposals (RFP) FWC 17/18-82



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

REQUEST FOR PROPOSALS

FWC 17/18-82

VEGETATION MANAGEMENT

Procurement Manager

Ruth Heggen

Florida Fish & Wildlife Conservation Commission

Tallahassee Purchasing Office

2590 Executive Center Circle East, Suite 100

Tallahassee, Florida 32301

ruth.heggen@myfwc.com

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSALS (RFP)
FWC 17/18-82

VEGETATION MANAGEMENT
RESPONDENT ACKNOWLEDGMENT FORM

Contractor Name: _____

Contractor Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal Employer Identification Number (FEID): _____

Services Proposing: _____ Herbicide Work _____ Mechanical Plus Herbicide Work

Region(s) (I – V) Responding For: _____

I certify that this RFP response is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same professional services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this acknowledgement for the respondent. I further hereby affirm and attest that the company represented in the RFP response shall maintain the minimum requirements for experience and abilities including possession of any equipment and vehicles as specified herein throughout the life of any contract resulting from this solicitation.

PRINTED NAME

AUTHORIZED SIGNATURE

TITLE

DATE

SUBMIT RFP RESPONSE TO:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
PURCHASING OFFICE, SUITE 100
2590 EXECUTIVE CENTER CIRCLE EAST
TALLAHASSEE, FLORIDA 32301
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 17/18-82

REQUEST FOR PROPOSALS CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	March 2, 2018	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
NON-MANDATORY Pre-Bid Conference	March 14, 2018 @ 10:00 a.m. ET	Wekiwa Springs State Park 1800 Wekiwa Circle Apopka, Florida 32712
Deadline for Questions	Must be received PRIOR to: March 16, 2018 @ 5:00 p.m.	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Ruth Heggen, Procurement Manager 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301 OR EMAIL TO: ruth.heggen@myfwc.com
Anticipated date for Responses to Written Questions	March 21, 2018	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
SEALED RESPONSES DUE AND OPENED (REMEMBER: Bid Number should be clearly marked on envelope)	Must be received PRIOR to: April 24, 2018 @ 2:00 p.m.	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
Evaluation Period	April 25, 2018 - May 25, 2018	Florida Fish & Wildlife Conservation Commission
Anticipated Award Date	June 4, 2018	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSALS (RFP)
FWC 17/18-82

The Florida Fish and Wildlife Conservation Commission's (FWC or Commission) mission is to manage fish and wildlife resources for their long-term well-being and the benefit of people. The Commission administers six major programs including habitat and species conservation, freshwater fisheries management, law enforcement, marine fisheries management, hunting and game management and fish and wildlife research.

PURPOSE

The intent of this RFP is to obtain technical and cost proposals from qualified Respondents to obtain the services of multiple contractors with the required license, skills, knowledge and experience to provide crews, equipment, herbicide and supplies for the management of terrestrial vegetation on public conservation land, or other applicable land, within the State of Florida, per the specifications contained herein. Vegetation management services will be provided by the selected Contractor(s) on a Purchase Order basis. **No minimum amount of work is guaranteed under this RFP. Awards will be made regionally in accordance with the specifications herein. Contractors are not required to respond for all Regions.**

Please note:

The terms "Contract," "Agreement" and "Purchase Order" are used interchangeably in the document.

The terms "Commodities" and "Goods" are used interchangeably in the document.

RESPONSIVE

To be responsive a proposal must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of this RFP. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in this RFP and which, for reasons of policy, must be complied with at risk of proposal rejection for non-responsiveness.

NON-RESPONSIVE

Any submission that does not comply with this RFP in any way, does not contain all the properly signed forms, supplements or deviates from the RFP requirements or has an incomplete Cost Form may be considered nonresponsive at the discretion of Procurement Manager.

RESPONSIBLE COMPANIES

The FWC shall only consider responsible companies. Responsible companies are those that have, in the sole judgment of the FWC, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The FWC may also consider references and quality to determine the responsibility of the proposal. The FWC reserves the right to use any information, whether supplied through the Respondent's submission or otherwise obtained, in determining responsibility.

REJECTION OF PROPOSALS

The FWC reserves the right to reject any and all proposals and to waive any minor irregularity in the submissions received in response to this RFP. The FWC reserves the right to consider all information, whether submitted or otherwise, to determine responsiveness and responsibility and to reject proposals accordingly.

TERM

The Contract will be effective from the date of award to August 30, 2023.

Each project shall be completed by the Contractor by the Completion Date stated on the purchase order. If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Completion Date. The Project Manager and the Contract Manager, upon review of the extension request, will determine and approve if the extension can be made.

RENEWAL

The Commission has the option to renew this Contract on an annual basis for up to five (5) additional one-year periods after the initial contract period upon the same terms and conditions contained herein. Pursuant to Sections 287.057(1)(a)2., and 287.057(1)(a)3., Florida Statutes, each Respondent shall supply a price for each year that a contract may be renewed. Evaluation of proposals shall include consideration of the total cost of the contract, including the total cost for each renewal year, as submitted by the Respondent.

Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of this Contract and is subject to the availability of funds. The Contractor if it desires to exercise this renewal option will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission.

TERMS AND CONDITIONS

PUR 1000 and PUR1001 are hereby incorporated by reference. PUR1000 and PUR1001 can be found at the Department of Management Services website at the following link:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The following terms and conditions take precedence over the PUR1001 and PUR1000 forms where applicable. The Commission objects to and shall not consider any additional terms or conditions submitted by a Respondent or Contractor, including any appearing in documents attached as part of a Respondent's proposal. In signing and submitting its proposal, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting a proposal.

The terms and conditions of the following Attachments and Appendices are hereby incorporated into this solicitation. Any contract resulting from this solicitation will include the terms and conditions of this solicitation and the terms and conditions contained in the Attachments and Appendices.

ATTACHMENTS

- Attachment A, Purchase Order Terms and Conditions
- Attachment B, References Form
- Attachment C, Experience Form
- Attachment D, Technical Response Table

Attachment E, Cost Form
Attachment F, Certifications and Assurances
Attachment G, Sample Evaluation Questionnaire (References)

APPENDICES

Appendix I, FWC Contractor Region Map
Appendix II, Weekly Progress Report (Example)
Appendix III, Certification of Work Completion (Example)
Appendix IV, Partial Payment Form (Example)

Please note: Appendices II, III, and V are electronic documents that are accessed through the Terrestrial Invasive Exotics Reporting System (TIERS) by selected contractors. The format or layout of the online documents is subject to change; however, no substantive difference in information exists between the herein incorporated appendices and their online versions.

CONDITIONS AND SPECIFICATIONS

The Respondent is required to examine carefully the conditions and specifications of this RFP and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

NON-MANDATORY PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held at the Wekiwa Springs State Park Recreation Center on the date and time specified in the **Calendar of Events (Page 3)**. The purpose of the Pre-Bid Conference is to discuss the contents of this RFP and to accept verbal questions from prospective contractors concerning the project. Contractors may not consider any verbal instructions as binding upon the Commission. The FWC will make a reasonable effort to answer verbal questions asked at the Pre-Bid Conference, however, prospective contractors should clearly understand that verbal discussions held at the Pre-Bid Conference shall not be binding on the FWC, and the FWC will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below. The Commission strongly recommends attendance at this pre-bid conference.

Location:

Wekiwa Springs State Park
1800 Wekiwa Circle
Apopka, Florida 32712

Note: A map of the location has been provided as **Exhibit I to the Scope of Work**.

DEADLINE FOR QUESTIONS

Any questions from contractors that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the **Calendar of Events (Page 3)**. Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the Respondent to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System internet site at the following address: http://vbs.dms.state.fl.us/vbs/main_menu

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Ruth Heggen, Procurement Manager
2590 Executive Center Circle East, Suite 100
Tallahassee, Florida 32301
E-mail: ruth.heggen@myfwc.com

LIMITATION ON CONTRACTOR CONTACT DURING SOLICITATION PERIOD

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

PROPOSAL OPENING LOCATION

The public opening of this RFP will be conducted as specified in the **Calendar of Events (Page 3)**, at the Florida Fish and Wildlife Conservation Commission, Tallahassee Purchasing Office, 2590 Executive Center Circle, Suite 100, Tallahassee, Florida, 32301. **PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-3427 at least three workdays prior to the opening.

MAILING INSTRUCTIONS

The Contractor shall submit an original and five (5) separate electronic copies (on CD or thumb drive) of their proposal in a SEALED ENVELOPE to the address listed on page two (2). THE ENVELOPE SHALL BE PLAINLY MARKED ON THE OUTSIDE WITH: RFP NUMBER, DATE AND TIME OF THE RFP OPENING. THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.

PLEASE NOTE: THE COMMISSION'S OFFICIAL BUSINESS HOURS OF OPERATION ARE 8:00AM – 5:00PM EXCLUSIVE OF SATURDAYS, SUNDAYS, AND STATE HOLIDAYS. SELECTING DELIVERY SERVICES, SUCH AS NEXT DAY FIRST DELIVERY MAY RESULT IN ATTEMPTED DELIVERY PRIOR TO OPENING, OR AFTER CLOSING, AND THE COMMISSION WILL NOT BE AVAILABLE TO ACCEPT THOSE DELIVERIES. THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES.

Proposals received after the opening date and time shall be returned to the Respondent. The Commission does not accept faxed or electronically mailed proposals, and if a faxed or electronic mailed proposal is received, it will be automatically rejected as non responsive.

MANDATORY RESPONSIVENESS REQUIREMENTS/PROPOSAL SUBMISSION

Proposal submission should be organized as follows. Respondents shall adhere to the page maximums where specified. Additional pages will not be reviewed.

The Respondent does not need to submit a separate proposal for each Region for which they are proposing to provide services. Contractors are not required to respond for all Regions.

TAB A. Respondent Acknowledgment Form (Mandatory Form) –In order for a potential respondent's response to be valid, the Respondent shall complete and submit the Respondent Acknowledgment form enclosed herein as Page 2. By affixing your signature to the Respondent Acknowledgment form, the Respondent hereby states that the Respondent has read all RFP specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the proposer will provide the Commission under these RFP specifications. The Respondent Acknowledgment form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB B. References Form (Mandatory Form) –The Respondent shall complete and submit the References Form (provided herein as **Attachment B**) to provide a minimum of five (four references and one alternate) references for projects completed on public or non-profit conservation land. Current contact names, phone numbers, and email addresses shall be given. This information shall be provided on the Reference Form and submitted with the proposal. The References Form shall be completed in its entirety, and returned as part of the RFP response, or the response shall be rejected. The score will be based on reaching four of the five clients.

TAB C. Experience Form (Mandatory Form) –The Respondent shall complete and submit the Experience Form (provided herein as **Attachment C**) which shall include: that shall include: (a) a list of the Respondent's experience controlling invasive plants on conservation land in Florida during the three years prior to this year (2018); (b) a description of up to three species treated and treatment methodologies used; and, (c) the total project(s) acreage traversed and treated.

Each conservation land may only be listed once on the Experience Form. The total number of acres traversed and treated on that conservation land may only be included once for each management unit. For example, a State Forest contains 100 acres in five management units. Your company has treated Unit 1 in one of the three prior years. Your company then retreated Unit 1, and also treated Unit 2, in a subsequent year. You may only count the Unit 1 acres once in your total, but you would add Units 1 and 2 together for the total number of acres traversed and treated on that conservation land.

The Experience Form shall be completed in its entirety, and returned as part of the RFP response, or the response shall be rejected.

TAB D. Technical Response Table (Mandatory Form) - For each item in the Technical Response Table (provided herein as **Attachment D**), the Respondent shall provide a narrative to explain knowledge, skills, and abilities possessed that allow them to provide the services as described in this RFP. The Respondent's answers should be specific and thorough in describing how a requirement is met, including if a subcontractor or rental equipment was used. If the response will not fit in the Response box provided, the answer should be written on a numbered Vendor Response Page and the page number provided in the corresponding Response box.

TAB E. Cost Form (Mandatory Form(s)) -The Respondent shall complete and submit the enclosed Cost Form (provided herein as **Attachment E**). For purposes of this RFP, cost analysis will be based upon "Loaded Ceiling Price per Acre," which shall consist of the highest anticipated price per acre for each Region that the Contractor responds to. **Contractors are not required to respond for all Regions or both Cost Forms.**

There are two Cost Forms: one is for Herbicide Work and the other for Mechanical Plus Herbicide Work. Herbicide Work costs, as calculated by the Respondent, shall include, but not be limited to, employee pay, benefit costs, insurance costs, fuel costs, equipment costs (trucks, trailers, airboats, buggies, ATVs, communication equipment, sprayers, GPS units, machetes, etc.), PPE equipment, herbicides and any other materials and equipment necessary to complete a project. The Contractor should also consider potential future cost increases due to inflation and market fluctuations, in their calculation.

Mechanical Plus Herbicide Work costs shall include the Herbicide Work Ceiling Price calculated above, plus the cost to purchase or rent any type of heavy equipment that is required for tree removal or land clearing (for example, a bucket truck, Brontosaurus-type mower, bulldozer, skidder, feller-buncher, etc.) For the purpose of this RFP, mowing grasses (only) in preparation for herbicide application is not considered Mechanical Work.

Two (2) Loaded Ceiling Rates shall be provided for each Region that the Contractor responds to. One shall be effective for the complete 5-year term of the Contract. The second shall be effective for all 5 possible renewal years.

At least one Cost Form shall be completed in its entirety and returned as part of the RFP response or the response shall be rejected.

Subsequent to awarding contracts under this RFP, Request for Quotes (RFQ)s will be initiated for 50-150 individual and unique project sites and quotes will be obtained on a fixed unit rate per project. **No minimum amount of work is guaranteed under this RFP**, and only a small percent of projects will require mechanical work. **The Loaded Price per Acre submitted in this RFP is the highest expected "ceiling rate" per acre and no subsequent RFQ response shall exceed the rates established in this RFP.**

TAB F. Verification of Required Equipment (Mandatory Response)

The Respondent shall provide verification of ownership of the minimum required equipment as set forth in the Scope of Work (**Equipment, Materials, and Requirement Specifications section (Page 33)**). All equipment shall be in operating condition. Equipment shall be verified by the Commission via photographs and Titles/Bills of Sale

submitted with the Contractor's response. Respondents with insufficient equipment shall be deemed non-responsible.

For the purpose of verification, provide each of the following:

- a. Trucks and ATV – Title, Bill of Sale, or VIN
- b. Watercraft – Registration or Title
- c. Buggy – Bill of Sale, if owned. If not owned, provide written assurance in the form of a letter from the lessee, including contact information, that you have access to the use of a buggy within two weeks of award of work under an RFQ.
- d. Sprayer, GPS, and Cellphone – Photographs and sales receipts or, in lieu of receipts, written assurance that you own these items.
- e. Verification for Mechanical Plus Herbicide work includes a.d. above; and, written statement assuring FWC that you own or can purchase or rent any type of heavy equipment that is required for tree removal or land clearing. **Note:** Accepting an award for work under an RFQ without possessing the necessary equipment does not in any way affect the requirement to start work within 30 days of issuance of a PO.

CONTRACTORS' INQUIRIES

If the RFP specifications could restrict potential Contractor competition, the Contractor may request in writing, to the Commission, that the specifications be changed prior to submission of the RFP. The Commission shall determine what changes to the RFP are acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the changes to this RFP, which shall be posted to the Vendor Bid System, internet site: <http://vbs.dms.state.fl.us/vbs/main menu>. Said specifications shall be considered as the Commission's minimum mandatory requirements. Also, the Commission shall recognize only communications from Contractors, which are signed, by the Contractor and in writing as duly authorized expressions on behalf of the Contractor.

FWC CONTRACT MANAGER

The FWC employee identified as the designated Contract Manager shall perform the following on behalf of the Commission:

- review, verify, and approve receipt of services/deliverables from the contractor;
- submit requests for change orders/amendments/renewals, if applicable;
- review, verify, and approve invoices from the contractor; and, if applicable, Partial Payment forms or Certificate of Work Completion forms; and,
- maintain an official record of all correspondence between the Commission and the contractor and forward the original correspondence to the Tallahassee Procurement Manager for the official file.

EVALUATION AND SELECTION OF PROPOSALS

The Commission reserves the right to reject any and/or all proposals that fail to respond to any of the categories listed in the Proposal of this RFP or which fail to meet the other mandatory requirements or contractual requirements stated in this RFP.

The Commission also reserves the right to waive minor irregularities in proposals, providing such action be in the best interest of the State. Minor irregularities are defined as those that have no adverse effect on the State's interest and shall not affect the outcome of the selection process by giving any one Respondent an advantage or benefit not enjoyed by other Respondents. The Commission also reserves the right to reject all proposals at any time.

The Commission reserves the right to select Responses in accordance with the evaluation criteria. *The lowest cost is not the sole criterion for recommending contract awards.*

Technical Response Evaluation

The Commission will appoint at least three (3) Evaluators, who will include staff from multiple Sections and from outside agencies, as deemed necessary, with the expertise appropriate for the evaluation of all technical aspects of the project. Copies of proposals submitted by the Respondents will be distributed to the Evaluators who will rely on the contents for scoring purposes. If the Respondent fails to ensure that each copy is identical, scoring may be negatively impacted. Evaluators will independently score the written proposals based on the merit of each proposal, as determined by the Evaluator, to meet the requirements stated in the solicitation.

Failure of the Respondent to provide any of the information required in their RFP response shall result in a score of zero (0) for that element of the evaluation.

Evaluation Criteria

The numerical ratings described below will be used by each Evaluator to determine the numerical score (1 to 5) for each line item in the Technical Response Table (**Attachment D**). Each Evaluator's total score for each Response will be averaged with all other Evaluators' scores to determine the Technical Score for each Response. Evaluation standards are set forth as follows:

Score	Description	Definition
5	Excellent	Proposal demonstrates excellent understanding of requirements and outstanding approach that significantly exceeds minimum performance or capability standards for this project. Proposed staff has exceptional strengths that provide a high probability of satisfying the Commission's requirements.
4	Very Good	Proposal demonstrates very good understanding of requirements and strong approach that exceeds minimum performance or capability standards for this project. Proposed staff has significant strengths and strong probability of satisfying the Commission's requirements.
3	Good	Proposal demonstrates good understanding of requirements and solid approach that exceeds minimum performance or capability standards for this project. Proposed staff has one or more strengths and good probability of satisfying the Commission's requirements.
2	Satisfactory	Proposal demonstrates acceptable understanding of requirements and satisfactory approach that meet minimum performance or capability standards for this project. Proposed staff has acceptable qualifications/experience to meet Commission's requirements.
1	Marginal	Proposal demonstrates shallow understanding of requirements with an approach and/or proposed that only marginally satisfies minimum performance or capability standards necessary to meet Commission's needs.

Scoring

There are four categories under which points may be awarded. References, Experience, and Cost Scores will be determined by the Commission, then added to the total Technical Response Score, to determine the Proposal's Final Score. No Response that scores less than a **minimum** of 140 (out of a total 355) points shall receive a contract award under this RFP.

Categories

Up to 355 points shall be awarded based on the categories outlined below.

1. References Form (**Attachment B**) - Total Value 60 Points (15 points per valid reference)
Quality of related work experience; references evaluated based on information provided in Tab B.
2. Experience Form (**Attachment C**) - Total Value 135 Points
Consists of (a) previous experience controlling invasive plants on conservation land in Florida during the three prior years, (b) a description of up to three species treated and treatment methodologies used, and (c) the total project(s) acreage traversed and treated.

The score is equal to the total number of conservation lands (up to 27 lines) worked in the past three years, multiplied by the total acreage multiplier (1-5, per below table). Acreage must be total acres traversed and treated, not points within an area.

Acreage of Projects	Multiplier
< 1,000	1
≤ 5,000	2
≤ 15,000	3
≤ 35,000	4
≤ 50,000	5

3. Technical Response Table (**Attachment D**)– Total Value 110 Points (1-5 points per line)
Upland Invasive Plant Expertise (competence, technical ability, and experienced personnel); Ability to Complete Assigned Projects; and Field Operations as provided in Tab D.

- * Upland Invasive Plant Expertise (average of lines 1.01-1.09 in the Response table).
- * Field Operations (average of lines 2.01-2.07 in the Response table).
- * Ability to Complete Assigned Projects (average of lines 3.01-3.06 in the Response table).

4. Price – Total Value 50 Points
Scoring criteria will be applied by Region (see **Attachment E**).

Pricing Evaluation. "Ceiling Rate" prices submitted for each Region will be totaled and proportionally scored based on comparison to all other price totals submitted for that Region. The 50 points for pricing will be allocated in 20% increments in comparison to all other prices submitted for that Region creating 5 percentiles for pricing.

Competitive Range of Prices Submitted Per Region

Percentile of Price Submission (Lowest to Highest)	Points Awarded
Lowest Price 1% to 20%	50 points
21% to 40%	40 points
41% to 60%	30 points
61% to 80%	20 points
Highest Price 81% to 100%	10 points

ECONOMY OF PRESENTATION

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of Contractor's capabilities to satisfy the requirements of this RFP. Elaborate binding, colored displays, and promotional materials are not required; however, examples of services provided may be included as attachments to the proposal. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Respondents follow the format and instructions contained herein. All costs associated with preparing a response to this RFP is the sole responsibility of the Respondent.

POSTING OF PROPOSAL TABULATION

Proposal Tabulation, with recommended awards, will be posted for review by interested parties on the Vendor Bid System (VBS) web site and will remain posted for a period of seventy-two (72) hours, which does not include weekends or State observed holidays. Any Respondent who desires to protest the recommended award must file a notice of protest and formal protest with FWC Purchasing Office, 2590 Executive Center Circle, Suite 100, Tallahassee, Florida 32301, within the time prescribed in Section 120.57(3), Florida Statutes, and Chapter 28-110, Florida Administrative Code. Notices delivered by hand delivery or delivery service shall be to FWC Purchasing Office at the above address.

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time frame allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Written notices, formal protests and proceedings must conform to the requirements set forth in Chapter 28-110, Florida Administrative Code.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

CONTRACT

This RFP, the successful Respondent's response, and the Purchase Order/Written Agreement, shall form the contract between the parties. In the event there is any disagreement between the documents, the parties shall refer first to the Request for Proposals then to Contractor's response. The Commission reserves the right to revise the Purchase Order/Written Agreement as necessary to meet the requirements of this RFP.

VERBAL INSTRUCTION PROCEDURE

Contractors may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Contractor as a result

of any discussion with any Commission employee. Only those communications from the Commission that are in writing, may be considered as a duly authorized expression on behalf of the Commission.

ADDENDUMS

If the Commission finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any prospective contractor questions during the RFP period an addendum shall be posted on the Vendor Bid System internet site. **Each Respondent is responsible for monitoring the Vendor Bid System site for new or changing information relative to this procurement.** The Commission bears no responsibility for any delays, or resulting impacts, associated with a Respondent's failure to obtain the information made available through the Vendor Bid System. The Vendor Bid System can be reached at the following internet address: http://vbs.dms.state.fl.us/vbs/main_menu

NOTICE TO PROCEED

The successful respondent shall not initiate work under this Contract until the required Insurance has been received by the Commission. The Contractor may begin work once it has received an official written Notice to Proceed from the Contract Manager.

CERTIFICATE OF WORK COMPLETION

The Site Manager or the Project Manager shall conduct an inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work under a specific purchase order, the Contractor shall submit a Certificate of Work Completion with the Contractor's invoice for payment through the online TIERS database.

DELIVERABLES

The following services or service tasks are identified as deliverables for the purposes of this Contract:

- 1) Performance of all services set forth in the Scope of Work.
- 2) Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

Contractor Performance. The Contractor shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects totally perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Contractor. Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract in the event Contractor's ability to perform under this Contract becomes compromised.

Contractor – Quarterly Minority and Service-Disabled Veteran Business Enterprise Report. Contractor shall provide a quarterly Minority and Service-Disabled Veteran Business Enterprise Report to the Commission’s Contract Manager, summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current quarter and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to the Commission’s Contract Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The Commission’s Minority Coordinator at (850) 488-6551 will assist with questions and answers.

Contractor Responsibilities. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission’s security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor’s employees, subcontractors, or agents.

Commission Rights to Assign or Transfer. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the Purchase Order/Contract and/or Amendments by the completion date, the Commission shall have the right to deduct from any amount due and payable to the Contractor, as liquidated damages, in an amount of \$100.00 per calendar day. All liquidated damages assessed after the agreed to work completion date will include every day of the week (weekdays and weekends). Exceptions to this may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Project Manager.

FINANCIAL CONSEQUENCES

In accordance with Section 287.058(1)(h), F.S., the Scope of Work, contains clearly defined deliverables. If the Contractor materially fails to comply with the terms and conditions, including any Federal or State stages, rules or regulations, the FWC shall temporarily withhold cash payment pending correction of the deficiency. Additionally, Rule 60A-1.006(3), F.A.C. governs the procedure and consequences of default. Financial consequences for default by the Contractor include but are not limited to the requirement that Contractor reimburse FWC for procurement costs.

Cumulative Remedies. The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

PERMITTING

Permitting for this project, if needed, is the responsibility of the Contractor. A copy of all permits shall be posted at the work site location at all times during the project. The Contractor is responsible for complying with all permit conditions and the Contractor shall pay any penalties arising from the contractor's permit violations.

LICENSURE

The Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the Commission upon request.

INSURANCE REQUIREMENTS

Reasonably Associated Insurance. During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

Workers Compensation. To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

General Liability Insurance. By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage, and hold such liability insurance at all times during the Contract. A self insurance program established and operating under the laws of the State of Florida may provide such coverage.

Contractor's Automobile Insurance. Automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract.

Insurance Required for Performance.

The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. Unless otherwise specified, the Commission shall be named and included as an additional insured under all required insurance policies, excluding workers' compensation and professional liability. The Commission shall also be identified as the certificate holder on all certificates of insurance. Insurance documents must be loaded into TIERS in subsequent years.

Other Insurance Recommended. During the Contract term, Contractor shall maintain any other types and forms of insurance related to the performance of this Contract. Contractor is advised to seek specialized coverage, as appropriate to the work being performed, such as, but not limited to, aviation, pollution, and environmental impairment liability.

Written Verification of Insurance. Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within ten (10) days of the effective date of the Task Assignment, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. Copies are acceptable and can be faxed to (850) 922-8060.

Commission Not Responsible for Insurance Deductible. The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

DAMAGES TO STATE PROPERTY

Any damages to state property (i.e. structures, roads, culverts, fences, trees, or other natural resources etc.) caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the Commission. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the Contractor shall immediately halt work and notify the Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

SUBCONTRACTS

Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document provided to the Commission at least 30 days prior to the start of any work under this Contract. The Commission may adjust the 30-day requirement at its discretion. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

Contractor Payments to Subcontractor. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

Commission Right to Reject Subcontractor Employees. The Commission shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

Subcontractor as Independent Contractor. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

NOTE: Subcontractor Information –The Respondent may subcontract for work but subcontractors must be pre-approved by the Commission prior to use. The Respondent shall provide contact information, references, and a list of previous work projects and experience for each proposed subcontractor for pre-approval being using that subcontractor.

POST-AWARD RFP MODIFICATIONS

Any modification to the term and conditions of this RFP or the Scope of Work, after the award, which are required due to changed circumstances, shall be in the form of an Amendment. Each awarded contractor will receive via email a copy of the Amendment. Each Contractor that agrees to the changes shall provide a letter to the Commission on company letterhead stating that agreement.

TERMINATION

Commission Unilateral Termination. The Commission may unilaterally terminate this Contract for convenience by providing the Contractor with thirty (30) calendar days of written notice of its intent to terminate. Contractor shall not be entitled to recover any cancellation charges or lost profits.

Termination. Fraud or Willful Misconduct. This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide Contractor with written notice of termination.

Termination. Funds Unavailability. In the event funds to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, the Commission may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Contract to another program thus causing "lack of funds." In the event of termination of this Contract under this provision, Contractor will be compensated for any work satisfactorily completed prior to notification of termination.

Termination. Other. The Commission may terminate this Contract if the Contractor fails to: 1.) comply with all terms and conditions of this Contract; 2.) produce each deliverable within the time specified by the Contract or extension; 3.) maintain adequate progress, thus endangering the performance of the Contract; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Contract. Contractor shall not be entitled to recover any cancellation charges or lost profits.

Contractor Discontinuation of Activities upon Termination Notice. Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

FAMILIARITY AND COMPLIANCE WITH LAWS

The Contractor is required to be familiar and comply with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility. Violation of such laws shall be grounds for Contract termination.

ELIGIBILITY AND LICENSURE

The Respondent shall be licensed as necessary to perform under this contract as may be required by law, rule, or regulation; and shall provide evidence of such compliance to the Commission upon request.

By acceptance of this contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible Respondent, and that the Contractor shall comport with Chapter 287, F.S., Chapter 60A of Florida Administrative Code, and all other applicable rules and laws.

Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Contract.

RELATIONSHIP OF THE PARTIES

Independent Contractor. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

Contractor Training Qualifications. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

Commission Security. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

Commission Rights to Assign or Transfer. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

Commission Rights to Undertake or Award Supplemental Contracts. Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

PROHIBITION OF UNAUTHORIZED ALIENS

In accordance with Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

EMPLOYMENT ELIGIBILITY VERIFICATION

Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/ge_1185221678150.shtm

Enrollment in E-Verify. If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

E-Verify Recordkeeping. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

NON-DISCRIMINATION

Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

PUBLIC ENTITY CRIMES

Convicted Vendor List. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Notice of Conviction of Public Entity Crime. Any person must notify the Department of Management Services and the Commission within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

Certifications and Assurances. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as **Attachment F**. This includes the Certification Regarding Public Entity Crimes.

INDEMNIFICATION

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM

Contractor Federal Certification. In accordance with federal Executive Order 12549, Debarment and Suspension, Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

Contractor Commission Certification. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign, and return to the Commission's Contract Manager a completed copy of **Attachment F**, "Certifications and Assurances." This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

COMMITMENT OF FUNDS

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

PAYMENT OF FUNDS

The Commission shall pay the Contractor for satisfactory goods or services upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. The Commission shall not provide advance payment. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Contract Manager through the TIERS system.

ELECTRONIC FUNDS TRANSFER (EFT)

The State of Florida can deposit Contractor payments directly into your bank account. Contractors can register for EFT at http://www.myfloridacfo.com/aadir/direct_deposit_web/Vendors.htm. **Note:** Your business name registered for EFT, must match the name listed in MFMP VIP registration to receive direct deposit payments. There can only be one (1) financial institution's account information on file for one (1) federal tax identification number (SSN or FEIN). Payments cannot be sent to two (2) or more financial institutions.

AUTOMATED CLEARING HOUSE (ACH)

To make transaction fee payments, Contractors can register for debit ACH at https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_forms and download the ACH form. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. **Note:** Registering for ACH can take up to fourteen (14) days.

PROMPT PAYMENT CLAUSE

Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the State Chief Financial Officer pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 488-3323 or Purchasing Office at (850) 488-6551. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than thirty-five (35) days from the date of eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a Contractor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for Contractors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 413-5516.

MYFLORIDAMARKETPLACE (MFMP) REGISTRATION

In accordance with Rule 60A-1.030 of the Florida Administrative Code (F.A.C.), each Contractor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MFMP system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MFMP website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from

the MFMP Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a proposal, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://www.sunbiz.org/index.html> or <http://www.dos.state.fl.us/>.

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.047, F.A.C., and Section 287.042(16) F.S., other State of Florida agencies may purchase from the resulting contract of this Request for Proposals, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Contractor's consent.

Other State of Florida governmental entities and eligible users may also request of the Contractor to be able to use this contract. If the Contractor agrees to other entities to utilize this Request for Proposal contract, such agencies shall coordinate their use of this contract with the Commission in order to reduce scheduling conflicts.

PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS

All records in conjunction with this contract shall be public records and shall be treated in the same manner as other public records are under Chapter 119, Florida Statutes.

PUBLIC RECORDS

- A. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.
- B. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:
 - i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399.**
 - ii. Keep and maintain public records required by the Commission to perform the service.
 - iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
 - iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for

- the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

COOPERATION WITH INSPECTOR GENERAL

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

RECORD KEEPING REQUIREMENTS

Contractor Responsibilities. The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

State Access to Contractor Books, Documents, Papers, and Records. The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library/archives/records-management/general-records-schedules/>), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

Contractor Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.

The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission. The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets, or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for five (5) years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

INTELLECTUAL PROPERTY RIGHTS

Contractor's Preexisting Intellectual Property (Proprietary) Rights. Unless specifically addressed otherwise in the Scope of Work, intellectual property rights to the Contractor's preexisting property will remain with the Contractor. If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., and neither Party indemnifies nor insures the other Party for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or supplied by Contractor. If Contractor is not a state agency or subdivision as defined above, Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or supplied by Contractor.

Proceeds Related to Intellectual Property Rights. Proceeds derived from the sale, licensing, marketing, or other authorization related to any intellectual property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable state statute.

Commission Intellectual Property Rights. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to

reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

CONFIDENTIALITY/PUBLIC RECORDS LAW

Respondents are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07 of the Florida Statutes. If a Respondent believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Respondent shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or thirty (30) days after bid opening, whichever is earlier, the Commission receives a public records request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. The Commission will endeavor to provide notice to the Respondent of all public records requests received related to documents provided by the Respondent that were marked pursuant to this paragraph. In no event shall the Respondent hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination.

PROHIBITION AGAINST LOBBYING

The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form LLL, "Disclosure Form to Report Lobbying," and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

SEVERABILITY AND CHOICE OF VENUE

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

JURY TRIAL WAIVER

As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract.

FLORIDA EMERGENCY SUPPLIER NETWORK

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network. Suppliers will identify emergency products and services available, emergency contact information, plans to maintain their operations and supply chain in emergency circumstances, and pricing arrangements.

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. Please go to the following website to obtain a FESN application and contract:

http://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn

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FWC 17/18-82
SCOPE OF WORK

Vegetation Management

The intent of this RFP is to choose professional contractors based on their qualifications and competitive pricing for all aspects of the control of terrestrial invasive exotic plants on public conservation land, or other applicable land, within the State of Florida, per the specifications contained herein. Upland invasive exotic plant control services will be provided by the selected contractor(s) on a Purchase Order basis. **No minimum amount of work is guaranteed under this RFP.**

Definitions:

1. **Commission.** The Florida Fish and Wildlife Conservation Commission.
2. **Completion of Work (COW).** A form to be filled out and signed by the Site Manager attesting that work was completed as per the Scope of Work; This form is submitted in the TIERS database with invoice for Contractor to receive payment.
3. **Contractor.** A responsive and responsible vegetation management private contractor who receives an award under this RFP.
4. **EDRR Species.** An invasive plant species listed as "Early Detection/Rapid Response" by a Cooperative Invasive Species Management Area (CISMA).
5. **FLEPPC Species.** An invasive plant species as designated by the Florida Exotic Pest Plant Council.
6. **Ground Crew Supervisor.** The licensed and certified pesticide applicator(s) assigned by the Contractor to a specific project.
7. **Pre-Quote Meeting.** An onsite mandatory meeting (when required) where Contractors, Site Manager, Project Manager, and other staff review and discuss the Scope of Work. Contractors must arrive on or before the designated time and sign in before the meeting starts and sign out at the conclusion of the meeting for their quote to be eligible for an award.
8. **Project Manager.** The Commission employee who oversees work for a project. The Project Manager will initiate and conduct pre-quote meetings, provide Contractors with any addendum to the original Scope of Work, and be the primary contact should there be a dispute between a Site Manager and a Contractor.
9. **Public Conservation Land (PCL).** All publicly owned land identified by the Florida Natural Areas Inventory as managed primarily for conservation of natural resources; also, a site where invasive plant control is conducted.
10. **RFP.** This formal solicitation for the award of vegetation management contractors.

11. **RFQ.** The Commission will use a Request for Quotes (RFQ) to select vendors for work performed under this Contract; a secondary process with the purpose of inviting Contractors to provide quotes for a specific project Scope of Work. An RFQ allows for competitive price quotes from Contractors, from which the best quote will be selected. A quote must be submitted by a set date and time to be eligible for an award. An RFQ may contain criteria different from or not identified in the RFP. In the event of a conflict between the RFQ and the RFP, the RFP shall govern.
12. **Scope of Work (SOW).** The project specifications provided by the Site Manager. All work conducted by a Contractor shall be in accordance with the approved SOW. Discussion about the SOW may occur during an onsite pre-quote meeting, which may result in changes to the SOW. These changes are attached to and supersede the SOW.
13. **Site Manager.** The PCL manager or the staff assigned to oversee invasive plant control on the work site.
14. **TIERS.** Terrestrial Invasive Exotic Reporting System. An online database used to submit project proposals, invite Contractors to pre-quote events, and where Contractors submit quotes, WPRs, partial payments, COWs and invoices.
15. **Weekly Progress Report (WPR).** A form to be filled out by the Contractor in the TIERS database and electronically signed by the Contractor and Site Manager; for recording site information, supervisor pesticide certification number, work dates, supervisor and crew hours, target plant species and cover class, control method used, chemicals applied, and total acres traversed during a workweek.

Overview:

The Fish and Wildlife Conservation Commission's Invasive Plant Management Section (IPMS) is the designated lead entity in Florida responsible for coordinating and funding the statewide control of invasive aquatic and upland plants in public waterways and on public conservation land. The Uplands Program funds individual invasive plant control projects on public conservation land, based upon the recommendations from its eleven Regional Working Groups. The Uplands Program melds these regional priorities into an efficient and cost-effective statewide control program. To maximize operational funding of projects, the Uplands Program contracts with professional invasive exotic plant management contractors to conduct work.

Support of the Commission's Mission – Funding for the Uplands Program is provided through the Invasive Plant Control Trust Fund as set forth in Section 369.252(4), F.S., which reads: "use funds in the Invasive Plant Control Trust Fund ... for the purpose of controlling nonnative, upland, invasive plant species on public lands."

At the present time, herbicide is one of the primary tools used by the Commission to control invasive species. The methods of herbicide application include, but are not limited to, foliar spray, frill and girdle, stump, basal bark, and broadcast (liquid and granular). Seedlings of some species in mixed plant communities may be hand pulled in an effort to minimize the impact of herbicide on non-target vegetation. In some cases, mechanical methods may be necessary, if it is determined to be the most cost-efficient or effective way to treat the target vegetation.

The Commission's twenty-one-year experience with contracting for these services has increased in scope, as projects have increased in size and complexity. Many projects may require the use

of Contractors who can supply large numbers of crew and equipment, while other projects may require smaller crews and less equipment.

Many projects may require timed treatments for herbicide application. This is scheduled with the Site Manager and Project Manager and adjusted around seasonal temperatures, land management activities, and fluctuating water levels. Changing water levels may hinder site access or reduce the efficacy of herbicides. Some projects may require long-term crew commitment, although crew levels may be adjusted throughout the year.

Ground crews shall be transported by vehicles including but not limited to trucks, ATVs, buggies, airboats, or boats. All transportation is the responsibility of the Contractor. Each ground crew shall consist of one supervisor and up to eight employees, unless otherwise provided in the Purchase Order or approved in writing by the Site and Project Managers. Ground crews shall be supplied with appropriate equipment including but not limited to personal protective equipment, chainsaws, GPS units, machetes, and spray equipment.

All target plants must be treated and treatment data shall be recorded on a Weekly Progress Report in the TIERS database (**Appendix II**) prior to proceeding to new treatment sites. Vegetation treatments shall be performed in accordance with an approved project Scope of Work.

Contractors shall follow all laws and regulations including but not limited to those set forth by the United States Environmental Protection Agency, Florida Fish and Wildlife Conservation Commission, Florida Department of Environmental Protection, and Florida Department of Agriculture and Consumer Services (FDACS). Contractors will comply with all applicable permits. Supervisors must obtain a FDACS license in the category of Natural Areas Weed Management. Federal land agencies may require that every worker is a certified applicator and/or obtains special security clearance.

Scope/Deliverables:

1. ***Project Management*** - The Site Manager and the Project Manager shall manage each project. The Site Manager shall provide site direction and the Project Manager will manage the administrative portions. Both the Site Manager and the Project Manager will manage the compliance portions.

- a. Prior to the submission of quotes by Contractors, an on-site "pre-quote" meeting will be conducted with the Site Manager, Project Manager, and each invited Contractor or company representative to discuss the details of the project, in order to ensure that the Contractor clearly understands the Commission's expectations.
- b. After the pre-quote meeting, a SOW will be provided by the Project Manager via email and will include any changes (if applicable). Any changes to the SOW must be in writing or they are not binding.
- c. The Contractor shall be responsible for the technical quality, staff coordination, and adherence to time schedules. The Contractor shall also assure the necessary coordination of each project, keeping deadlines in perspective.

2. ***Deliverables*** - As specified in each project Scope of Work; systematically traverse, locate, and treat 100% of the FLEPPC listed or EDRR invasive plants within the designated acres of the public conservation land, minimum of 95% of target plants being killed.

Contractor Qualifications:

1. Capability to increase crew size/number when working under tight timeframes or awarded multiple projects.
2. *The Contractor must have a minimum of two ground crew supervisors that possess the following qualifications:*
 - a. Knowledge and at least one year of substantial experience in field identification and current control technologies of upland invasive exotic plants common to Florida.
 - b. Knowledge of the 2017 Florida Exotic Pest Plant Council Category I & II lists and the regional Early Detection Rapid Response (EDRR) species lists.
 - c. Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas category. All ground crew supervisors shall maintain certification in the Natural Areas category during the term of this contract.
 - d. Sound academic knowledge of ecological principles as they relate to vegetation management.
 - e. Current working knowledge of resource management methods, biological processes, and vegetation control techniques.
 - f. One year of substantial experience with herbicide use in accordance with the EPA label.
 - g. Sound plant identification skills and experience working in habitats where threatened and endangered plants must be protected.
 - h. Ability to identify target from non-target plants “look-alike” native vegetation.
 - i. Experience working in natural areas of Public Conservation Land, excluding rights-of-way.
 - j. Ability to traverse challenging terrain systematically by using navigation techniques such as GPS and aerial maps.
 - k. Skill in data collection and record keeping. Must be able to record herbicide use and species accurately.
 - l. Ability to work under adverse physical and weather conditions, including high humidity and temperatures; inclement weather; exposure to poisonous plants and reptiles, biting insects; and in hostile terrain.
 - m. Ability to operate and conduct field maintenance of vehicles, spray, and mechanical removal equipment and to recognize and avoid hazards associated with operating such equipment.
 - n. Ability to communicate directly with field staff and site managers in their native language.

3. The Contractor must have no violations of Federal or Florida state laws or regulations related to pesticide use or exotic plant control resolved by mediation, Consent Order, or fine within the previous two (2) years.

Equipment, Materials and Requirement Specifications:

These are minimum baseline responsive requirements. Non-compliance with the following minimum equipment requirements shall deem the respondent non-responsive to the RFP.

1. The Contractor shall be responsible for providing applicators with all supplies and equipment, including backpack sprayers and blowers, machetes, spray bottles, safety equipment, etc. The Contractor shall supply airboats, all-terrain vehicles, and buggies to transport crews and supplies to and from treatment sites. The Contractor will supply GPS units, and communication equipment including cellular telephones. Contractor must have the ability to complete most project(s) based upon the equipment they own.
2. The Contractor shall have and maintain the following minimum equipment:
 - Two (2) 4X4 Pick-up trucks/SUVs/vans, must be capable of carrying at least five passengers plus required equipment when transporting work crews in natural areas, and trucks capable of fitting at a minimum a fifty gallon spray tank for spot treatment and broadcast application;
 - One (1) ATVs or similar vehicle;
 - For Region 5, excluding the Keys: One (1) buggy (may be leased), rubber tired, must be capable of carrying at least five passengers plus required equipment when working in natural areas and capable of fitting a spray tank for spot treatment and broadcast application;
 - One (1) watercraft for crew transport and for spraying vegetation bordering canals, lakes, and marsh areas. Airboat(s) must be capable of carrying at least five passengers plus required equipment when working in natural areas and capable of fitting at a minimum a fifty gallon spray tank or injection system for aquatic operations;
 - A minimum fifty gallon spray tank and 8 backpack sprayers;
 - One (1) Garmin GPS unit per supervisor and applicator; and,
 - One (1) cellular phone per supervisor.
3. The Contractor must have service providers, their locations, and replacement/downtime estimates pre-determined in the event of equipment failure, whether equipment is owned or rented.
5. The Contractor must be able to decontaminate all equipment and properly dispose of herbicide and adjuvant containers.

Responsibilities of the Contractor:

Unless otherwise established in the Purchase Order, the Contractor shall complete all work as set forth in the Project Scope of Work in full compliance with the terms of RFP FWC 17/18-82. The responsibilities of the Contractor include, but are not limited to:

1. Upon issuance of a Purchase Order the Contractor shall:
 - a. Contact the Site Manager to discuss project operations within seven days
 - b. Initiate control operations at the specified project location within thirty (30) days of

- the issuance of the work order, unless stated otherwise in the project Scope of Work, Purchase Order, or email correspondence with the Site Manager and FWC Project Manager. If the Contractor fails to start work within said thirty (30) day time period, the Commission shall have the option to terminate the Purchase Order and assign to another contractor.
- c. Enter start and end work dates in TIERS; if dates change by more than one week they must be updated and the Site Manager notified. The Commission must approve all start dates after 30 days of Purchase Order issuance date or change thereof.
 - d. The Contractor shall notify the Site Manager via electronic mail seven days prior to entering the work site.
2. The Contractor's ground crew supervisor must be present at all times when work on the site is underway. Any change in the ground crew supervisor must be approved in advance by the Site Manager and the FWC Project Manager. The ground crew supervisor shall communicate with all crew members and the Site Manager in a common language.
 3. Ground Crew Supervisors shall be responsible for: 1) coordination with the Site Manager on a daily/weekly basis; 2) all control activities and safety on project sites; 3) assuring that all contract crews are knowledgeable of, and remain within property and treatment boundaries; 4) assuring appropriate herbicide labels, Material Safety Data Sheets (MSDS), and a copy of the fully executed work order with maps are on site; 5) assuring every effort is made to avoid damage to native vegetation and wildlife by training workers on the identification of target plants and "look-alike" native vegetation; 6) assuring that all decontamination protocols are adhered to.
 4. Ground Crew Supervisors shall be licensed pesticide applicators possessing current certification by the Florida Department of Agriculture and Consumer Services (FDACS) in the Natural Areas Weed Management category. Each Contractor is required to maintain a minimum of two certified Ground Crew Supervisors at all times during the life of this contract. All existing and/or renewed licenses must be loaded into TIERS.
 5. Ground crew supervisors may supervise a maximum of eight (8) field employees at any given time, unless otherwise noted in the Purchase Order, or approved in writing by the Site Manager and Project Manager.
 6. Ground crew supervisors shall be responsible for the collection, recording, and timely submission of all data and reports required. At regular intervals determined by the Site Manager and at the completion of initial treatment and site reassessment, a complete report will be submitted to the Site Manager in the TIERS database detailing sites treated, cover class of plants and type of treatment used. This data will be recorded on the Weekly Progress Report (WPR; Appendix II). It is the responsibility of the Contractor to submit complete and correct WPR(s) to the Commission.
 7. GPS units will be used to identify and document treatment area boundaries for each day worked. GPS tracks are used for monitoring treatment. Each crew member must carry a Garmin GPS (track setting should collect least often) or a smart phone with an application capable of recording GPX tracks. Submitting GPS tracks without actually conducting a treatment shall be grounds for default. The Contractor will save project tracks for each project and (if requested) email to the Site Manager or the Project Manager. Retreatment tracks must be emailed to the Site and Project Manager.

8. The Contractor shall provide the Commission's Project Manager and the Site Manager with the following access numbers: office telephone; cellular numbers for all supervisors working on Commission projects; and an email address. These items shall be in good working condition at all times. Additionally, electronic mail addresses for pertinent contractor personnel shall be provided to the Commission.
9. The Contractor will be allowed to subcontract from a preapproved subcontractor with prior written or electronic mail approval of the Project Manager.
10. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all federal, state, and local vehicle regulations. All equipment shall meet all safety standards as established for that piece of equipment. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer. The Commission reserves the right to request replacement of equipment or personnel if deemed to be unsafe or operating in an unsafe manner.
11. The Contractor will strictly adhere to all herbicide label application, precautionary, and safety statements, and shall be liable for damage due to an herbicide spill or contamination.
12. All equipment including but not limited to vehicles, trailers, ATVs, and chippers must be cleaned with a pressure washer to reduce the spread of exotic vegetation prior to initiating work activities on public lands. Decontamination protocols include spraying down all equipment surfaces including the undercarriage and tires to insure that mud, sand, dirt muck and vegetative debris and other debris is not transported from the previous treatment site. All hand-held equipment such as chain saws, loppers, etc. to be used for treatment activities must be wiped down and cleaned so that they are free of debris.
13. Prior to the commencement of an invasive plant removal project, the Site Manager shall address the necessity for a decontamination plan. The Contractor will be required to follow any site-specific decontamination plans. Conversely, if the Site Manager requires a plan, then the Contractor shall submit a brief decontamination plan in writing, to the Site Manager for approval. The decontamination plan shall identify specific decontamination procedures and decontamination locations. Decontamination protocols may vary depending upon the nature of the treatment site, type of treatment conducted at the site, and the exotic species that are scheduled for treatment.
14. It will be the responsibility of the Site Manager to inspect all equipment prior to work commencing on the first day at the project site, on any occasion that the equipment leaves the project site, and any time during the course of the control operation.
15. In areas of known *Lygodium* populations, concerted effort will be made to remove spores from clothing and boots by use of compressed air on garments and cleaning boot lugs prior to leaving the treatment site.
16. Failure to comply with decontamination protocols constitutes reason for contract cancellation and dismissal of the Contractor.

17. The Contractor shall properly dispose of all herbicide and adjuvant containers;
18. The Contractor shall be responsible for monitoring wind speeds and take all precautions to reduce drift. Wind speed regulation may apply due to label restrictions or Florida's Organo-Auxin Herbicide Rule 2015.
19. It shall be the Contractor's responsibility to exercise care and protect all native vegetation at the project site. The Contractor is responsible for the restoration or replacement of all damaged native vegetation to the satisfaction of the Commission, at no cost to the Commission or the land management agency where control operations occurred. Tree limbs, which interfere with equipment operation and are approved for pruning by the designated site manager, shall be neatly trimmed in accordance with American National Standards Institute (ANSI) Z133.1: "Tree Care Operations: Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush";
20. The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of the Site Manager and the Commission. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures, and equipment;
21. The Contractor shall be responsible for providing applicators with all supplies and equipment for upland invasive exotic plant control, including vehicles, watercraft for transportation to work sites, GPS units, herbicides and adjuvants, sprayers, machetes, hand tools, chainsaws, brush cutters, safety equipment, potable water, and suitable communications capability to facilitate operational coordination and safety of crewmembers. Contractor-supplied airboats, all-terrain vehicles, and buggies will be required to transport crews and supplies to and from treatment sites;
22. The Contractor shall be responsible for the systematic/methodical treatment of 100% of target vegetation identified in the project Scope of Work to prevent re-sprouting. A dead plant does not resprout from an original root/rhizome system. All parts of the plant must be dead, not simply defoliated. All control efforts shall be at least 95% effective in preventing re-sprout of all target vegetation, unless specified otherwise in the Purchase Order. If 100% of the area is not treated and/or 95% kill rate is not achieved for any area of the project after one to six months post treatment, one additional thorough treatment will be the responsibility of the Contractor at no cost to the Commission or contracting entities. The Commission's decision as to the overall effectiveness of the treatment is final. All non-compliance must be resolved within two months of notification unless otherwise directed or approved by the Commission. If non-compliance is delayed, the Contractor shall be responsible for new growth. Inspections and non-compliance notifications may occur during or after treatment. Non-compliance re-treatment tracks must be turned into the Project and Site Manager.
23. The Commission and the associated land management agency are obligated to pay the Contractor for only those completed activities detailed in the "Scope of Work" of the Purchase Order.

24. All herbicides must be EPA/FDACS registered or have the appropriate Florida Special Local Needs (Section 24(c) FIFRA) registration. ALL HERBICIDES SHALL BE USED IN ACCORDANCE WITH THE EPA LABEL. The Contractor is liable for any penalty, fines, or damages resulting from the misuse of herbicides. These herbicides are to be provided, as needed depending on the type of vegetation to be treated.
25. Herbicides will be purchased by the Contractor. In some cases, the Commission may furnish herbicides, adjuvants, and specific recommended application rates. These materials may be picked up by the Contractor at the applicable project site on an "as-needed" basis. The Contractor will have the right to examine and sample the spray materials. The Commission will consider alternative products or application rates recommended by the Contractor but reserves the right to determine the best approach. If the Commission is providing herbicides, it is the Contractor's responsibility to provide the Site Manager with an order for the herbicides including estimated quantities within seven days of receiving the Purchase Order and three weeks before work begins.
26. While on the job site all herbicides and adjuvants must be kept with the supervisor/applicator at the treatment site or in a secured, ventilated, and locked truck, trailer, or shed as close to the treatment site as practicable at all times in accordance with Chapter 403.161, 403.413, 403.708 F.S. and Chapter 487.031 F.S. All products shall be stored in containers that are in good condition and sealed to prevent spills. All containers shall be inspected each work day for leaks, labeled to identify their contents and kept in a secure manner as to prevent the likelihood of leaks. The Contractor is responsible for keeping all empty containers in a secured ventilated and locked truck, trailer, or shed. The Contractor is also responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection. The Contractor is responsible for recycling containers.
27. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product or other hazardous material. The Contractor shall report any such incident to the Site Manager and the Commission Project Manager immediately.
28. The Contractor shall have on site at all times, appropriate first-aid and spill kit(s).
29. Trees and debris must be prevented from falling into canals, roads, and adjacent private properties. If this occurs, work must cease until the tree or debris is immediately removed from the adjacent property, road or canals or any such area where it is not desirable. No tree should be treated and left standing if it is possible it could fall into a waterbody, road, or adjacent property at a later date.
30. The Contractor shall be responsible for compliance with all Federal and State laws regarding protected species including but not limited to the Endangered Species Act. The Contractor shall not harass or injure any native wildlife. The Contractor shall also be aware and prevent damage to any rare or endangered native plants. When working in an area where these species may be present the Contractor must follow any established restrictions including those of U.S. Fish and Wildlife Service (USFWS) and FWC.

31. The Contractor is responsible for submitting complete and accurate paperwork for invoicing and all other required purposes.
32. **REGION 5 ONLY:** In addition to treating exotic vegetation, the Contractor is asked to report the location of certain exotic wildlife species seen in the PCL to the Site Manager. Locations should be in NAD 83 datum and decimal degree format and reported as soon as possible. Species to be reported include Burmese python (*Python molurus bivittatus*), Northern African python (*Python sebae*), purple swamphen (*Porphyrio porphyrio*), sacred ibis (*Threskiornis aethiopicus*), Nile monitor lizard (*Varanus niloticus*), and brown/spectacled caiman (*Caiman crocodilus*). Pictures of these species will be provided for identification, upon request.
33. Official invasive plant lists are typically used to determine priorities, including but not limited to, the Federal Noxious Weed List (<http://plants.usda.gov/java/noxious?refType=Federal>), Florida Noxious Weed List (<http://plants.ifas.ufl.edu/wp-content/uploads/files/FloridaNoxiousWeedList.pdf>), the Florida Exotic Pest Plant Council List of Invasive Species (<http://lepcc.org/list/list.htm>), and Cooperative Invasive Species Management Areas Lists (<http://www.floridainvasives.org/cismas.htm>). To limit the establishment or spread of a new species that has the potential to become a widespread invader, the Commission may also target species that fall under Early Detection Rapid Response (EDRR) lists or are identified by the University of Florida's Assessment of Non-native Plants as invasive. (<http://assessment.ifas.ufl.edu/>).
34. Some projects will require the Contractor to access the site from the South Florida Water Management District Rights of Way or gates. The Contractor is responsible for obtaining the appropriate District key(s). All keys are issued to contractors via the District's web-based Key Permitting System (<http://mysfwmd.gov/kpa/index.php>). All District keys require a refundable security deposit. Loss of key(s) may result in revocation of key permits and loss of deposit.
35. The Contractor is responsible for understanding Purchase Order specifications and the Site Manager's instructions. The Contractor shall request clarification or additional information when the intent of the Purchase Order or specific instructions are unclear or when the Contractor has any other issues or concerns related to the project. Verbal discussions are not binding.

Treatment:

1. Target vegetation is site and work order specific and is primarily determined by the individual project's Scope of Work. The Commission shall set priorities each year for which species are to be treated, although the long-term goal is to remove all FLEPPC listed invasive exotic plants from each site, if possible. If the Contractor is unclear if a particular species should be treated they should contact the Commission's Project Manager.
2. Control methods being used for nuisance plants are listed below. Further description of these methods can be found in the University of Florida IFAS publication SP242 (Control of Non-native Plants in Natural Areas of Florida).

3. Application Methods
 - a) *Manual removal*: Includes hand pulling, and using chainsaws or machete to cut and pile targeted vegetation. Seedlings may be hand-pulled in an effort to minimize the impact of herbicides on non-target vegetation. Pulled seedlings should be left where roots do not come in contact with the soil to reduce the possibility of regrowth.
 - b) *Foliar*: Herbicide is diluted in water and applied to leaves using backpack and spray-bottles. Application may be directed to achieve selectivity or broadcast.
 - c) *Stump treatment*: After felling vegetation, herbicide is applied onto the cut stump surface. Large trees will not be felled unless instructed by the Project Manager.
 - d) *Basal bark*: Herbicide is applied with a backpack or spray bottle directly to the bark around the circumference of each stem/trees. Herbicide must be in oil-soluble formulation.
 - e) *Frill and girdle (aka hack and squirt)*: Cuts into the cambium are made completely around the circumference of the stem/tree no higher than one foot off the ground and herbicide is applied completely around the girdle.
 - f) *Soil applications*: Granular formulations can be applied by hand held spreaders or specially designed blowers. Water soluble or water dispersible formulations can be applied with the same type of application equipment described for foliar applications.
4. All methods listed above have been found to be effective under certain circumstances; however, many factors can affect the performance of an herbicide application and results can vary. Choice of application method, herbicide, and rate for individual species depends on environmental conditions and personal experience. Marker dyes are useful and may be used to keep track of what vegetation has been treated when making applications to a larger number of trees or stumps. The Contractor may use herbicides and methods other than those listed on the project SOW only with prior approval of the Commission's Project Manager and the Site Manager.
5. The Contractor shall have full responsibility for systematically and completely treating the areas indicated. Treatment will start in the location designated by the Site Manager and proceed in a contiguous manner. If the minimum acceptable performance is not achieved for any area of the project within a reasonable time frame following project completion, additional thorough treatment of the target plant(s) shall be the responsibility of the Contractor at no cost to the Commission. A reasonable time frame is dependent upon species targeted, mode of action of treatment, herbicide, site, and weather conditions. Areas not treated or not responding to treatment may require retreatment, at the Contractor's expense, if the Commission determines that the Contractor provided faulty treatment measures or products.

Inspection and Compliance:

The Commission and the Project Site Manager reserve the right to inspect, at any time, the Contractor's procedures, spray system, spray solution, and other ancillary equipment, and to approve or disapprove operating personnel. Inspection, however, shall not relieve the Contractor of any obligations or responsibilities nor shall it transfer any liability to the Commission. Should the services provided by the Contractor fail to meet the expectations of the Commission's Project Manager, the Contractor shall have a period of ten (10) working days from the date notice is given to the Contractor by the Commission, to correct all deficiencies in the Contractor's services under the Purchase Order. All corrections shall be made to the satisfaction of the Commission Project Manager. Inability to correct all deficiencies within the specified ten days shall be good

and sufficient cause to terminate the Purchase Order immediately, without the Commission being liable for any and all future obligations under the Purchase Order as determined by the Commission at its sole discretion. The Commission, in its judgment, may elect to compensate the Contractor for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

At its sole discretion, the Commission has the right to order the immediate replacement of any individual(s) working on behalf of the Contractor as long as the basis for the replacement is not discriminatory or for any other reason contrary to law. The Commission may take this action if the Commission determines that it is in its best interest to do so, but will not be required to provide a reason for requesting the replacement of any individual(s). The Commission may also elect to terminate this Contract, for this reason, without any liability whatsoever to the Contractor, including but not limited to liability for unfinished work product.

The Commission reserves the right to require the Contractor to replace any operating personnel or equipment used in the performance of this contract if the personnel or equipment are violating, or have violated, any state or federal laws; or are unsafe; causing non-target damage; or for any valid reason. In this event, the Contractor shall immediately, upon written or verbal (to be later reduced to writing) communication from the Commission, provide replacements satisfactory to the Commission at no additional cost.

To ensure that the selected Contractor provides the best service to public conservation land managers, the Commission has instituted a "Three Points Rule." Failure to fulfill the responsibilities below shall subject the Contractor to an assessment of points as set forth in this RFP and FWC RFP 13/14-94. An accrual of three points shall cause the Contractor to be ineligible to participate on any quote or project under any Commission Upland Invasive Plant Control Services contract for one calendar year after accrual of the third point. If the infraction is caused by the Contractor's subcontractor, points will be assessed against both parties. If the Contractor has responsibilities for treatment or re-treatments remaining at the time they are pointed out, failure to fulfill those requirements would be grounds for termination rather than suspension unless otherwise stated by the Commission. Each point assessed will affect a contractor's eligibility for three years from the date it was assessed. Contractors who are currently ineligible to participate on any quote or project because of accruing three points on other Upland Invasive Plant Control Services contracts may bid on this RFP, but will not be awarded any project work until completing the remainder of one year of ineligibility. Upon completion of one year of ineligibility, the Contractor's points reset to zero. Use of the "three point rule" does not preclude the Commission from exercising its rights to terminate for default or convenience.

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THREE POINT DEFAULT TABLE		
	INFRACTION	POINTS
1	Failure to notify the Site Manager within 7 days upon issuance of Purchase Order or 7 days prior to initiating work (unless authorized by Project Manager). Failure to enter and update state/end dates in TIERS.	0.5
2	Absence of the assigned crew supervisor holding valid FDACS pesticide applicator license in the Natural Areas Weed Management certification.	1.0
3	Failure to complete the task specifications by completion date.	1.5
4	Failure to treat 100% of target vegetation and/or conduct retreatment to achieve 95% control level when directed by Site Manager or FWC Project Manager.	2.0
5	Repeatedly submitting incorrect or incomplete progress reports, GPS tracks, or invoices.	0.5
6	Failure to obtain written approval to subcontract from FWC Contract Manager. Subcontractors shall be evaluated prior to approval.	1.0
7	Unacceptable non-target damage.	1.0
8	Unacceptable site disturbance.	1.0
9	Herbicide contamination/spill.	1.0
10	Failure to maintain communication with Site Manager on progress/problems and work initiation or completion.	1.0

Program Mechanics/Procedures:

When upland invasive exotic plants are identified *and* funding is available for control operations:

1. Depending upon the size and logistical requirements of a project, the Commission may select a sub-set of the awarded Contractors within the specific contractor region and notify them of the location, date, and time of a mandatory pre-quote visit at the control site. Purchase orders will be awarded to the selected Contractor who submits the lowest quote or a "Specified Contractor" when circumstances exist that are in the best interest of the state (as defined in #8). **No minimum amount of work is guaranteed under this RFP.**
2. This notification will come from TIERS and include: 1) the Scope of Work and prescription for the control activities [details may include but are not limited to property boundaries, target species, habitat description, treatment history, herbicide(s) and rates, method(s) of application, number of work crews, and necessary equipment]; 2) a map showing the location of the operation; 3) the name and telephone number of the site manager; 4) directions to the location of the mandatory pre-quote visit, and; 5) the deadline for submission of the quote being requested. Contractors must accept or decline the pre-quote meeting in TIERS within five (5) business days.

Contractors that do not respond to invitations within five (5) business days will be considered non-responsive and the pre-quote will be closed for attendance. If a Contractor does not respond to more than five (5) invitations, a letter will be required from the Contractor to the Commission stating their intent to remain or be removed from the RFP.

3. All selected Contractors will be required to sign an attendance log at the beginning and at the conclusion of the pre-quote visit. Failure of a selected contractor to attend the entire mandatory pre-quote meeting and sign the attendance sheet at the beginning and the conclusion of the meeting shall disqualify that Contractor from submitting a quote for that job.
4. During the pre-quote visit, selected Contractors will be shown: 1) areas that are characteristic of the majority of the operation; 2) areas that are unique (different terrain, endangered species habitat, difficult access, etc); 3) property/control site boundaries and water sources and access points; 4) locations for storing supplies, equipment, appropriate staging and decontamination areas; and 5) disposal locations of mulched materials, if necessary.
5. Any modifications made to the scope of work as a result of the mandatory pre-quote meeting will be sent from TIERS by electronic mail to the attending Contractors, as evidenced by the attendance logs, within three (3) days after the pre-quote meeting.
6. Selected Contractors shall submit a written quote through TIERS system within the timeframe agreed upon at the pre-quote meeting in order to be eligible for an award.
7. Each project will be awarded to the selected Contractor submitting the lowest responsive and responsible quote, or to a Specified Contractor (as defined in section 8 following). The Contractor has five (5) business days to accept the award in the TIERS system.
8. The Commission reserves the right to award a project to a Specified Contractor when circumstances exist that are in the best interest of the State of Florida. These circumstances include, but are not limited to: 1) specified Contractor has unique equipment/specific experience required on the job site; 2) workload allocation; 3) possession of security clearance on military properties; 4) having specialized knowledge of and experience with federal or state listed Threatened and Endangered plant species on a site; 5) there is a cost benefit to the State (For example: when a Contractor already has work on a PCL, adding another treatment area will be less because the Contractor does not have to factor for mobilizing and housing). All justification will be included in the project folder if or when such circumstances occur.
9. Purchase Orders will be issued from the Commission's procurement office and are effective from the date issued (**not** the "PO start date"). Any work conducted prior to the date issued will be at the Contractor's expense and will not be reimbursed. The Purchase Order will contain the project Scope of Work including any addendum maps or notes resulting from the pre-quote meeting. These documents have additional details as to the scope of the individual project including details of plants to be treated, herbicides, methods, and no-spray zones. It is the Contractor's responsibility to request clarification of the described work, if necessary. The monitoring/evaluation period for each Purchase Order shall begin on the date the Contractor is mobilized at the treatment site and will continue until a sufficient time has passed for herbicide efficacy to be evaluated. If inspection of a project necessitates the retreatment of a project, the Contractor will receive an email detailing what is required to meet project specifications. The project will remain in "needs retreatment" status until the Contractor sends the retreatment tracks to the Project Manager.

10. If the designated acres of a project are greater than 2,000 acres, a timeline may be added to complete the work. If applicable, the addition will be added in the quote acceptance phase and added to the Purchase Order if the Contractor agrees to accept the quote.

Timeline Example: The Contractor shall be required to finish 25% of the total designated acres by the end of the first full month following the order start date and, thereafter, 25% of the total designated acres by the end of each subsequent month, with 100% to be completed by 15 June, or approximately four months after the order start date, whichever is sooner. All follow-up treatments, if required, must be completed by 15 July of the same calendar year. If the Contractor fails to start initiate control operations within the thirty (30) day time period, per above, or is not completing the minimum amount of the total designated acres as set out in the above timeline, the Commission shall have the option to terminate the Purchase Order and assign the project to another Contractor.

Regions:

The Commission has divided the state into five (5) regions that correspond to county lines as per the attached map (**Appendix D**).

REGION I	REGION II	REGION III	REGION IV	REGION V
Escambia	Taylor	Marion	Hernando	Okeechobee
Santa Rosa	Madison	Sumter	Pasco	Glades
Okaloosa	Hamilton	Putnam	Pinellas	Hendry
Walton	Suwannee	Lake Hillsborough	Collier	
Holmes	Lafayette	St. Johns	Manatee	Monroe
Washington	Dixie	Flagler	Sarasota	St. Lucie
Bay	Gilchrist	Volusia	Charlotte	Martin
Jackson	Levy	Seminole	Polk	Palm Beach
Calhoun	Columbia	Orange	Hardee	Broward
Gulf	Baker	Osceola	De Soto	Miami-Dade
Liberty	Union	Brevard	Lee	
Franklin	Bradford	Indian River	Highlands	
Gadsden	Alachua			
Leon	Citrus			
Wakulla	Nassau			
Jefferson	Duval			
	Clay			

The Respondent does not need to submit a separate proposal for each region for which they are proposing to provide services. Appendix I shows a map representation of regions and public conservation lands.

Payment Process:

The actual services required in either unit price for providing such services shall be detailed in the individual project Scope of Work and made a part of this Contract. As actual services are identified by the Commission, the Contractor shall, upon request, attend an RFQ site meeting and prepare a quote at a price per acre not to exceed rates provided in the original RFP. The Commission shall evaluate the quotes, if an RFQ is used, and award to the lowest responsive and responsible quote. A Purchase Order will be issued for the awarded RFQ amount and the

Contractor is hereafter responsible to complete the work identified in the Purchase Order for the quoted amount.

The Commission does not guarantee or represent that any minimum amount of work or purchase orders for any dollar amount will be issued as a result of this Contract.

In addition to the foregoing, award of Purchase Orders under this Contract shall be subject to the following:

- (a) Negotiation of a Project Statement of Work at a unit most advantageous to the Commission;
- (b) Availability of qualified personnel within the required time frames; and,
- (c) Satisfactory performance by the Contractor under any previous Purchase Order(s) issued by the Commission.

Invoicing:

The Contractor is responsible for submitting a complete and accurate invoice through the TIERS system which includes

- 1) An invoice on company letterhead;
- 2) Signed and completed Weekly Progress Reports for the billed dates of service; and,
- 3) Signed and completed Certificate of Work Completion (**Appendix III**) form or, if applicable, Partial Payment Form (**Appendix IV**).

Partial Payments:

The Commission may, at its sole discretion, extend or end the time allowed for completion of this project due to water levels, inclement weather, or fire (prescribed or wild). Therefore, the Commission reserves the right to make partial payments to the Contractor at periodic intervals when a representative portion of the project has been completed as determined by the Commission Project Manager. If partial payments are to be made, acres will be used as the deliverable unit and payments will be based upon the amount of acres completed, at a per acre price based upon the Contractor's project RFQ.

Special Provisions:

1. Use of Contract by Other State of Florida Governmental Entities – As outlined above in this RFP, other State of Florida Governmental entities may purchase from this Contract for all aspects of the control of terrestrial invasive exotic plants on public conservation land, or other applicable land, within the State of Florida. The Contractor has the option of selling the services described under this Contract to other State of Florida entities at the Contractor's discretion. Eligible users of this Contract include other State of Florida Agencies, Water Management Districts, Counties, Local County Boards of Public Institution, Municipalities, and other public agencies or authorities. The General terms and condition of this Contact shall apply to the services procured by other entities referencing this Contract. The Commission is not a party to any agreement entered between other governmental entities and contractors awarded under this Contract.
2. Cultural and Historical Resources – If applicable, known historic, archeological, and cultural resources within the Contractor's work area(s) will be designated as a "sensitive environmental area" in the approved SOW. If so designated, the Contractor shall install protection for these resources and shall be responsible for their preservation for the duration of the Purchase Order. The Contractor shall not distribute maps or other

information on these resource locations except for distribution among the Contractor's staff with a "need to know" technical responsibility for protecting the resources.

3. Inadvertent Discoveries - If, during the performance of work, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the Site Manager so that the appropriate staff may be notified and a determination of what, if any, additional action is needed. Examples of historic, archaeological, and cultural resources are bones, remains, artifacts, shell, midden, charcoal, or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent its employees from further removing, or otherwise damaging, such resources.

Contract Award:

1. A Respondent shall not transfer or assign its response to a third party following submission of a proposal to the Commission.
2. The Commission will review the following to determine whether the Respondent has been placed on:
 - State of Florida's Convicted Vendor List in accordance with Section 287.133, Florida Statutes;
 - State of Florida's Discriminatory Vendor List in accordance with Section 287.134, Florida Statutes;

All respondents whose name appears in these lists at the time of proposal submission shall be deemed non-responsible by the Commission for this solicitation.

3. The Commission anticipates the issuance of multiple awards per region as a result of this RFP. The Commission, at its sole discretion, shall make this determination. The Commission will announce the recommended award(s) in accordance with Posting of Proposal Tabulation section in the RFP above. Prior to contract issuance, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the Commission at the time of award and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.
4. All selected contractors shall be required to attend a mandatory meeting, at their own expense, after the notice of award for the RFP. The purpose of the meeting is to provide all awarded contractors with an overview of the policies and procedures of the Invasive Plant Management Program, as well as to answer questions from Contractors.

EXHIBIT I

MAP OF PRE-BID CONFERENCE LOCATION

Directions

Wekiwa Springs State Park is approximately 20 minutes north of Orlando. It is located off Interstate 4 at exit 94. Take State Road 434 West to Wekiwa Springs Road. Turn right on Wekiwa Springs Road and travel approximately 4 miles to the park entrance, which will be on the right.

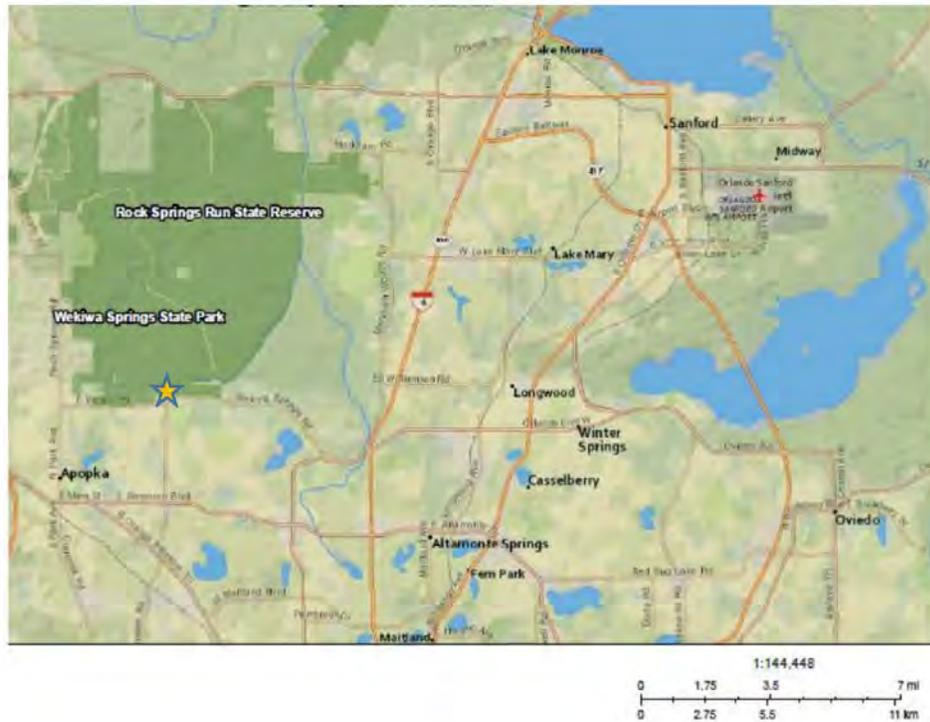
Stop at the gate and tell the attendant you are there for the “FWC Contractor Meeting”. You will be directed to the Recreation Center, which is where the meeting will be held.

Physical Address

1800 Wekiwa Circle
Apopka, FL 32712

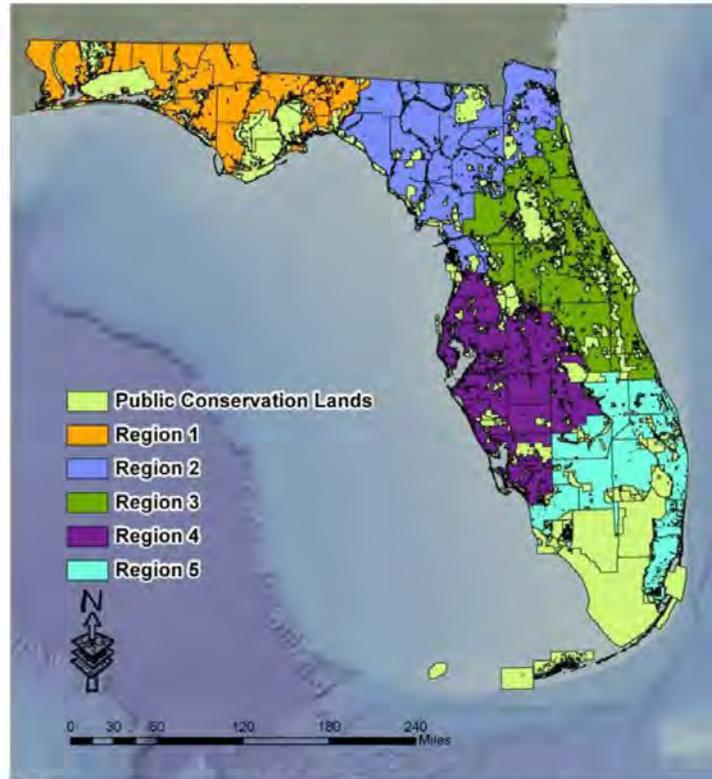
Park Office

(407) 884-2009



Appendix I. Map of FWC Contractor Regions

The Commission has divided the state into five regions that correspond to county lines.



REGION I	REGION II	REGION III	REGION IV	REGION V
Santa Rosa	Levy	St. Johns	Hernando	Okeechobee
Okaloosa	Taylor	Putnam	Pasco	Palm Beach
Walton	Alachua	Flagler	Pinellas	St. Lucie
Holmes	Hamilton	Marion	Hillsborough	Hendry
Washington	Suwannee	Seminole	Polk	Glades
Jackson	Lafayette	Sumter	Manatee	Martin
Calhoun	Gilchrist	Osceola	Sarasota	Collier
Gulf	Dixie	Indian River	DeSoto	Miami-Dade
Liberty	Union	Lake	Hardee	Monroe
Gadsden	Baker	Brevard	Highlands	Broward
Leon	Clay	Orange	Lee	
Bay	Duval	Volusia	Charlotte	
Wakulla	Nassau			
Franklin	Columbia			
Escambia	Bradford			
Jefferson	Madison			
	Citrus			

Appendix II. Example of Weekly Progress Report

WEEKLY PROGRESS REPORT FOR INVASIVE PLANT CONTROL

Project Name
MC-178/Kings Landing
Work Week Dates
10/1/2017 to
10/4/2017

Managing Agency Name
Merritt Island National Wildlife Refuge

Purchase or Work Order
B1CASD

Supervisor(s) must document their Restricted Pesticide Certification Number with their name.

Certified Applicator Name **FDACS#**
Bill S. Preston CM19891

Certified Applicator Name **FDACS#**
Ted Logan CM19892

Total Supervisor Hours 68

Total Number Crew/Hours 13 / 442

COVER CLASS | RANGE(%): 1) <1% 2)1-5%
3)6-25% 4)26-50% 5)51-75% 6)76-95% 7)95-100%

Unit Mix Detail																							
triangle east Acres : 65.00																							
<u>Control Method</u>	<u>Species</u>	<u>Quadrant</u>																					
Cut Stump, Basal	Australian pine (2), Brazilian pepper (4), camphor tree (1), Chinaberry (1), Chinese tallow (1), climbing cassia (1), golden bamboo (1)	NW, NE																					
					<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Mix</th> <th>Herbicide/Adjuvant</th> <th>Trade Name</th> <th>Gal</th> <th>Rate</th> <th>Total Applied</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Triclopyr (H)</td> <td>Garlon4 Ultra</td> <td>76.0</td> <td>20.0</td> <td>380.00</td> </tr> <tr> <td>1</td> <td>basal oil (A)</td> <td>N/A</td> <td>304.0</td> <td>80.0</td> <td>380.00</td> </tr> </tbody> </table>	Mix	Herbicide/Adjuvant	Trade Name	Gal	Rate	Total Applied	1	Triclopyr (H)	Garlon4 Ultra	76.0	20.0	380.00	1	basal oil (A)	N/A	304.0	80.0	380.00
Mix	Herbicide/Adjuvant	Trade Name	Gal	Rate	Total Applied																		
1	Triclopyr (H)	Garlon4 Ultra	76.0	20.0	380.00																		
1	basal oil (A)	N/A	304.0	80.0	380.00																		
Notes:																							
<u>Control Method</u>	<u>Species</u>	<u>Quadrant</u>																					
Cut Stump, Hack and Squirt	swamp mahogany (1), melaleuca (1), paper mulberry (1)	NW, NE																					
					<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Mix</th> <th>Herbicide/Adjuvant</th> <th>Trade Name</th> <th>Gal</th> <th>Rate</th> <th>Total Applied</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>Imazapyr (H)</td> <td>Arsenal</td> <td>4.50</td> <td>15.0</td> <td>30.00</td> </tr> </tbody> </table>	Mix	Herbicide/Adjuvant	Trade Name	Gal	Rate	Total Applied	2	Imazapyr (H)	Arsenal	4.50	15.0	30.00						
Mix	Herbicide/Adjuvant	Trade Name	Gal	Rate	Total Applied																		
2	Imazapyr (H)	Arsenal	4.50	15.0	30.00																		
Notes:																							
<u>Control Method</u>	<u>Species</u>	<u>Quadrant</u>																					
Foliar	cogon grass (2)	NW, NE																					
					<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Mix</th> <th>Herbicide/Adjuvant</th> <th>Trade Name</th> <th>Gal</th> <th>Rate</th> <th>Total Applied</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>Imazapyr (H)</td> <td>Arsenal</td> <td>0.67</td> <td>1.00</td> <td>67.00</td> </tr> </tbody> </table>	Mix	Herbicide/Adjuvant	Trade Name	Gal	Rate	Total Applied	3	Imazapyr (H)	Arsenal	0.67	1.00	67.00						
Mix	Herbicide/Adjuvant	Trade Name	Gal	Rate	Total Applied																		
3	Imazapyr (H)	Arsenal	0.67	1.00	67.00																		
Notes:																							

I hereby acknowledge that the data presented in this form is sufficiently accurate for the purpose intended;

Contractor Representative: **Site Manager:**
Print Name: Ted Logan Howarter
Print Name: Stan

Appendix III. Example of Certification of Completion of Work (COW) Form

**FWC IPMS Uplands Program
Completion Of Work**

TA#/Name Of Project: PH-164/Blackwater River State Forest

PO Number: B19557

Line Item Number or Unit or Acres Traversed:

Munson 1 and 2(208.20), Munson 3(9.60)

I attest that the work described above and recorded in the signed Weekly Progress Reports has been reviewed by appropriate staff and found to be completed per the terms of the assigned Purchase Order. **I understand that by signing this document I am not attesting to the efficacy of the work conducted, which may only be determined by a compliance inspection at a later date.** This form does not relieve the Contractor of any responsibilities set forth in the FWC Contract or the Scope of Work for this project.

I Verify (Signature):

Site Manager Name: Craig Iversen **Date:** 9/25/2017

Appendix IV. Example of Partial Payment Form

FISH & WILDLIFE CONSERVATION COMMISSION Purchase Order Partial Payment Form

Date: 10/13/2017	For Period Ending: 8/24/2017	Invoice No: 2132
Contractor: Sandhill Environmental Services		Purchase Order NO: B05B4F
Original PO Amount: \$211,668.74	Less Previous Payment: \$153,642.50	
Total Acres Traversed: 205.00	Due this Payment: \$38,144.70	

CERTIFICATION OF THE CONTRACTOR: According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this form are correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Purchase Order. I further certify that all just and lawful bills against the undersigned and his subcontractors for labor, material, and equipment employed in the performance of the work assigned under this Purchase Order have been paid in full accordance with their terms and conditions.

Date: 8/29/2017	Contractor Name: Daphne Costa
I Verify (Signature): <input checked="" type="checkbox"/>	

CERTIFICATION OF THE SITE MANAGER: I certify that I have checked and verified this Certificate; that to the best of my knowledge and belief it is a true statement of the value of the work performed by the Contractor; that all work and material included in this certificate have been inspected by me or my authorized assistants; and that all work has been performed in full accordance with the terms and conditions of the Purchase Order.

Date: 8/29/2017	Site Manager Name: Taylor Smith
I Verify (Signature): <input checked="" type="checkbox"/>	

ATTACHMENT A
FWC 17/18-82

FWC Purchase Order Terms and Conditions
INSTRUCTIONS AND CONDITIONS

Section 1: Purchase Order

A. Composition and Priority

The Contractor agrees to provide commodities or contractual services to the Agency within the manner and at the location specified in the Purchase Order, and any attachments to the Purchase Order. These Purchase Order Terms and Conditions, whether generic or specific, shall take precedence over any inconsistent or conflicting provision in the State of Florida, General Contract Conditions, PUR 1000. Additionally, the terms of the Purchase Order supersede the terms of any and all prior agreements with respect to this purchase.

B. Initial Term

Unless otherwise specified, the Purchase Order begins on the date of issuance. Contractual services or commodities to be provided by the Contractor shall be completed by the date specified on the Purchase Order end date.

Section 2. Performance

A. Performance Standards

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Statement of Work and attachments to the Purchase Order. The Agency shall be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof. Coordination shall be maintained by the Contractor with representatives of the Agency, or of other agencies involved in the project on behalf of the Agency.

B. Performance Deficiency

If the Agency determines that the performance of the Contractor is unsatisfactory, the Agency may notify the Contractor of the deficiency to be corrected, which correction shall be made within a time-frame specified by the Agency. The Contractor shall provide the Agency with a corrective action plan describing how the Contractor will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Agency, the Contractor will be assessed a non-performance retainage equivalent to 10% of the total invoice amount or as specified in the contractual documents. The retainage will be applied to the invoice for the then-current billing period. The retainage will be withheld until the Contractor resolves the deficiency. If the deficiency is subsequently resolved, the Contractor may invoice the Agency for the retained amount during the next billing period. If the Contractor is unable to resolve the deficiency, the funds retained will be forfeited.

Section 3. Payment and Fees

A. Payment Invoicing

The Contractor will be paid upon submission of properly certified invoice(s) to the Agency after delivery and acceptance of commodities or contractual services is confirmed in writing by the

Agency. Invoices shall contain detail sufficient for audit thereof and shall contain the Purchase Order and the Contractor's Federal Employer Identification Number or Social Security Number.

B. Payment Timeframe

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the commodities or services are received, inspected, and approved, a separate interest penalty set by the DFS pursuant to subsection 55.03(1), F.S. will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of the eligibility for payment is determined, and the daily interest rate is .03333%. Invoice payment requirements do not start until a properly completed invoice is provided to the Commission. Invoices returned to a vendor due to preparation errors will result in a payment delay. The State of Florida is not required to pay direct Federal Excise and State taxes on services or commodities purchased.

C. MyFloridaMarketPlace Fees

The following language is included pursuant to rule 60A-1.031, Florida Administrative Code: The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

D. Payment Audit

Records of costs incurred under terms of the Purchase Order shall be maintained and made available to the Agency upon request at all times during the period of the Purchase Order, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

E. Annual Appropriation and Travel

Pursuant to section 287.0582, F.S., if the Purchase Order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.

Section 4. Liability

A. Indemnity

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Purchase Order does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

B. Payment for Claims

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Purchase Order.

C. Liability Insurance

The Contractor shall maintain insurance sufficient to adequately protect the Agency from any and all liability and property damage/hazards which may result from the performance of the Purchase Order. All insurance shall be with insurers qualified and duly licensed to transact business in the State of Florida. If required by the Agency and prior to commencing any work the Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in full force and showing the Agency to be an additional insured.

D. Workers' Compensation

The Contractor shall maintain Workers' Compensation insurance as required under the Florida Workers' Compensation Law. Unless otherwise prohibited by law, the Agency may require the Contractor to furnish, without additional cost to the Agency, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Agency shall determine the type and amount of security.

Section 5. Compliance with Laws

A. Conduct of Business

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Pursuant to subsection 287.058(1), F.S., the provisions of subparagraphs 287.058(1)(a)(c), and (g), F.S., are hereby incorporated by reference, to the extent applicable.

B. Lobbying

In accordance with sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection

287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

C. Gratuities

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

D. Cooperation with Inspector General

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

E. Public Records

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the Agency for the Contractor's refusal to allow access to public records.

F. Communications and Confidentiality

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Agency's Contract Manager or the Agency's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Agency's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

G. Intellectual Property

Contractor's Preexisting Intellectual Property (Proprietary) Rights. Unless specifically addressed otherwise in the Scope of Work, intellectual property rights to the Contractor's

preexisting property will remain with the Contractor. If the Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or supplied by Contractor. If Contractor is not a state agency or subdivision as defined above, Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or unpatented invention, process or article manufactured or supplied by Contractor.

Proceeds Related to Intellectual Property Rights. Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable state statute.

Commission Intellectual Property Rights. Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

H. Convicted and Discriminatory Vendor Lists

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order with any Agency.

Section 6. Termination

A. Termination for Convenience

The Purchase Order may be terminated by the Agency in whole or in part at any time in the best interest of the Agency. If the Purchase Order is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Purchase Order price as the amount of work satisfactorily performed. All work in progress shall become the property of the Agency and shall be turned over promptly by the Contractor.

B. Termination for Cause

If the Agency determines that the performance of the Contractor is not satisfactory, the Agency shall have the option of (a) immediately terminating the Purchase Order, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Purchase Order will be terminated at the end of such time, or (c) take other action deemed appropriate by the Agency.

Section 7. Subcontractors and Assignments

A. Subcontractors

The Contractor shall not subcontract any work under the Purchase Order without the prior written consent of the Agency. The Contractor is fully responsible for satisfactory completion of all subcontracted work.

B. Assignment

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Purchase Order without the prior written consent of the Agency. In the event of any assignment, the Contractor remains secondarily liable for performance of the Purchase Order, unless the Agency expressly waives such secondary liability. The Agency may assign the Purchase Order with prior written notice to the Contractor.

Section 8. RESPECT and PRIDE

A. RESPECT

In accordance with subsection 413.036(3), F.S., if a product or service required for the performance of the Purchase Order is on the procurement list established pursuant to subsection 413.035(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

B. PRIDE

In accordance with subsection 946.515(6), F.S., if a product or service required for the performance of the Purchase Order is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with subsection 946.515(2), F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH

SUCH CORPORATION ARE CONCERNED. Additional information about PRIDE and the products it offers is available at <http://www.prideenterprises.org>.

Section 9. Miscellaneous

A. Independent Contractor

The Contractor and its employees, agents, representatives, and subcontractors are not employees or agents of the Agency and are not entitled to the benefits of State of Florida employees. The Agency shall not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all of its subcontracts under the Purchase Order.

B. Governing Law and Venue

The laws of the State of Florida shall govern the Purchase Order. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Purchase Order. Further, the Contractor hereby waives any and all privileges and rights relating to venue it may have under Chapter 47, F.S., and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those based on convenience. The Contractor hereby submits to venue in the county chosen by the Agency.

C. Waiver

The delay or failure by the Agency to exercise or enforce any of its rights under the Purchase Order shall not constitute waiver of such rights.

As part of the consideration for this Contract, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of *quantum meruit*.

D. Modification and Severability

The Purchase Order may only be modified by a change order agreed to by the Agency and the Contractor. Should a court determine any provision of the Purchase Order is invalid, the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the provision held to be invalid.

E. Time is of the Essence

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

F. Background Check

The Agency may require the Contractor and its employees, agents, representatives and subcontractors to provide fingerprints and be subject to such background check as directed by the Agency. The cost of the background check(s) shall be borne by the Contractor. The Agency may require the Contractor to exclude the Contractor's employees, agents, representatives or subcontractors based on the background check results.

G. E-Verify

In accordance with Executive Order 11-116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

H. Commodities Logistics

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- 1) All purchases are F.O.B. destination, transportation charges prepaid.
- 2) Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- 3) No extra charges shall be applied for boxing, crating, packing, or insurance.
- 4) The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
- 5) If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
- 6) The Agency assumes no liability for merchandise shipped to other than the specified destination.
- 7) Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

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**ATTACHMENT B
FWC 17/18-82**

REFERENCES FORM

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

On the following pages, the Respondent must provide the required information for a minimum of four (4) separate and verifiable clients, plus one alternate. Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered.

The same public conservation land may not be listed for more than one (1) reference.

Clients that the Respondent has provided having any affiliation with the respondent (i.e. under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as Past Performance References under this solicitation. Also, clients that the Respondent has listed as subcontractors in their response may not be used as Past Performance References under this solicitation.

In the event that the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at the time that the work was performed must be given at the end of the project description for that Reference.

In the event that the Respondent submits a response as a joint venture, at least one (1) past performance Reference client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains four (4).

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Client #1

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #2

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #3

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #4

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____

Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

Client #5 (Alternate)

Name: _____
Address: _____

Contact Person: _____ Telephone Number: _____ (PLEASE VERIFY)

Project Dates (when work was performed): _____ to _____
Dates should be in mm/yyyy format.

Specific Location of Project: _____

Brief description of the services performed for this project:

ATTACHMENT C
FWC 17/18-82

EXPERIENCE FORM

For the purpose of this Experience Form, experience on public *or* non-profit conservation lands will be considered as appropriate experience; however, lawn care, golf course maintenance, or road and powerline rights-of-way work will not be accepted.

	List the name of each conservation land (e.g., "Jonathan Dickinson State Park") where vegetation management work was completed in the past 3 years, excluding area repeats	List up to 3 Species/Treatment Method (e.g., lygodium/foliar)	Acres Traversed and Treated
1			
2			
3			
4			
5			
6			
7			
8			

9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			

<u>22</u>			
<u>23</u>			
<u>24</u>			
<u>25</u>			
<u>26</u>			
<u>27</u>			

CONTRACTOR NAME

AUTHORIZED SIGNATURE

<p>For Use By FWC Only.</p> <p>The following score was completed by (signature): _____</p> <p>Total Experience Form score for this Respondent: _____</p>
--

**ATTACHMENT D
FWC 17/18-82**

TECHNICAL RESPONSE TABLE

The Respondent shall provide narrative to explain the knowledge and ability to provide services as described in the RFP, at a minimum, in response to items in the table below. Respondent's answers should be very specific and thorough. Describe how the requirement is met including whether or not a subcontractor or rental equipment was/is used. If the response will not fit in the Response box provided, please write your answer on a numbered Vendor Response Page and write the page number in the column provided. Each line item is worth up to 5 points. The Commission cannot provide a Word Version of this Table, please provide additional response on separate pages.

#	Category	Topic	Response	Page #	Score <i>(For Evaluators Use Only)</i>
Upland Invasive Plant Expertise					
1.01	Upland Invasive Plant Expertise	Knowledge of and three years of substantial experience in field identification of upland invasive plants common to Florida.			
1.02	Upland Invasive Plant Expertise	Knowledge of Florida's 2017 Exotic Pest Plant Council Category I and II lists and regional Early Detection Rapid Response species lists.			
1.03	Upland Invasive Plant Expertise	Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas category.			
1.04	Upland Invasive Plant Expertise	Knowledge and three years of substantial experience in using current control technologies of upland invasive plants of Florida. Provide workshops and trainings.			
1.05	Upland Invasive Plant Expertise	Sound academic knowledge of ecological principles as they relate to vegetation management.			
1.06	Upland Invasive Plant Expertise	Knowledge of resource management methods, biological processes and vegetation control techniques.			
1.07	Upland Invasive Plant Expertise	Knowledge and three years of substantial experience with herbicide use in accordance with the EPA label.			

1.08	Upland Invasive Plant Expertise	Knowledge and experience in identifying and working around threatened and endangered plants. How company handles vegetation management in sensitive areas.			
1.09	Upland Invasive Plant Expertise	Ability to identify target from non-target plants "look-alike" native vegetation. Provide trainings and workshops taken or given to employees.			
Field Operations					
2.01	Field Operations	Ability to systematically traverse through challenging terrain using navigation techniques such as GPS and aerial maps.			
2.02	Field Operations	Ability to provide working communications to all field staff.			
2.03	Field Operations	Ability to work under adverse physical and weather conditions, including high humidity and temperatures; hostile terrain, and exposure to poisonous plants, stinging insects, and dangerous reptiles.			
2.04	Field Operations	Ability to operate and conduct field maintenance of vehicles, spray and mechanical removal equipment.			
2.05	Field Operations	List your decontamination protocol. Describe your last decontamination event.			
2.06	Field Operations	Ability to communicate with field staff and site managers in their native language.			
2.07	Field Operations	Ability to dispose of all herbicide and adjuvant containers.			
Ability to complete assigned projects					
3.01	Ability to complete assigned projects	Years in business. Has your company ever been received enough penalty points under an FWC contract to be suspended for a year. Has your company ever been terminated from an FWC contract? If so please explain.			

3.02	Ability to complete assigned projects	Capability to increase crew size/number when working under tight timeframes or awarded multiple projects.			
3.03	Ability to complete assigned projects	How do you go about completing a project(s) based upon the equipment you own?			
3.04	Ability to complete assigned projects	If renting equipment or if your equipment fails, list your service providers, their locations, and your replacement/down time. How do you ensure proper maintenance of all equipment?			
3.05	Ability to complete assigned projects	What is your approach to treating 100% of a unit and achieving 95% control?			
3.06	Ability to complete assigned projects	What is your approach if 100% treatment and/or 95% control is not met?			

For Use By FWC Only.

The following score was completed by (signature): _____

Total Technical Response Table score for this Respondent: _____

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ATTACHMENT E
FWC 17/18-82

COST FORM

HERBICIDE WORK

Awards will be made for each Region (see Appendix I) in accordance with the specifications herein. Contractors are not required to respond for all Regions or both Cost Forms. Subsequent to awarding the RFP, a Request for Quotes (RFQ) will be initiated for each of 50-150 unique project sites. Awarded contractors will submit a fixed unit rate quote for each project. Subsequent project quotes shall not exceed the ceiling (loaded) rate per acre established in this RFP. No minimum amount of work is guaranteed under this RFP.

Two (2) Loaded Ceiling Rates shall be provided for each Region that the Contractor responds to. One shall be effective for the complete 5-year term of the Contract. The second shall be effective for all 5 possible renewal years.

REGION	LOADED* PRICE PER ACRE (5-Year Contract Term)	LOADED* PRICE PER ACRE (5 Possible Renewal Years)	TOTAL PRICE FOR THE REGION (For Cost Scoring)
Region I	\$ _____	\$ _____	\$ _____
Region II	\$ _____	\$ _____	\$ _____
Region III	\$ _____	\$ _____	\$ _____
Region IV	\$ _____	\$ _____	\$ _____
Region V	\$ _____	\$ _____	\$ _____

**Price per acre shall include, but not be limited to: highest estimated rate for employee pay, benefit costs, insurance, fuel, vehicles (transport truck, airboat, buggy, ATV, etc.), climbing gear, spray equipment (mobile or backpack), herbicide, communication equipment, GPS units, chainsaws, machetes, PPE, and any other costs necessary for the Contractor to meet project specifications. Contractor should take into account potential price increases and market fluctuations that could affect Contractor's costs over the term of Contract. Mowing grasses prior to herbicide treatment is included.*

BY SIGNING BELOW, I ATTEST THAT I HAVE READ THE ENTIRE RFP AND AGREE TO FURNISH THE SERVICE AT THE PRICE QUOTED ABOVE. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

Contractor _____ Title _____
 Address _____ City/State/Zip _____
 Signed _____ Telephone _____
 Print _____ Fax _____

COST FORM

MECHANICAL PLUS HERBICIDE WORK

Awards will be made for Region (see Appendix I) in accordance with the specifications herein. Contractors are not required to respond for all Regions or both Cost Forms. Subsequent to awarding the RFP, a Request for Quotes (RFQ) will be initiated for each of 50-150 unique project sites. Awarded contractors will submit a fixed unit rate quote for each project. **Subsequent project quotes shall not exceed the ceiling rate per acre established in this RFP. No minimum amount of work is guaranteed under this RFP and only a small percent of projects will require mechanical work.**

Two (2) Loaded Ceiling Rates shall be provided for each Region that the Contractor responds to. One shall be effective for the complete 5-year term of the Contract. The second shall be effective for all 5 possible renewal years.

REGION	LOADED* PRICE PER ACRE (5-Year Contract Term)	LOADED* PRICE PER ACRE (5 Possible Renewal Years)	TOTAL PRICE FOR THE REGION (For Cost Scoring)
Region I	\$ _____	\$ _____	\$ _____
Region II	\$ _____	\$ _____	\$ _____
Region III	\$ _____	\$ _____	\$ _____
Region IV	\$ _____	\$ _____	\$ _____
Region V	\$ _____	\$ _____	\$ _____

**Price per acre shall include, but not be limited to: the highest estimated rate for employee pay, benefit costs, insurance, fuel, heavy equipment (see page 9, Tab E), climbing gear, removal equipment (transport truck, etc.), spray equipment (mobile or backpack), communication equipment, GPS units, chainsaws, machetes, herbicide, PPE, and any other costs necessary for the Contractor to meet project specifications. Contractor should take into account potential price increases and market fluctuations that could affect Contractor's costs over the term of Contract. This does not include mowing of grasses.*

BY SIGNING BELOW, I ATTEST THAT I HAVE READ THE ENTIRE RFP AND AGREE TO FURNISH THE SERVICE AT THE PRICE QUOTED ABOVE. I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

Contractor _____ Title _____
 Address _____ City/State/Zip _____
 Signed _____ Telephone _____
 Print _____ Fax _____

ATTACHMENT F
FWC 17/18-82

CERTIFICATIONS AND ASSURANCES

The Commission will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)
 - B. Certification Regarding Lobbying (31 U.S.C. 1352)
 - C. Certification Regarding Public Entity Crimes (section 287.133, F.S.)
 - D. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable to recipients and subrecipients of federal financial assistance)
 - E. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)
- A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one (1) or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this Contract.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

C. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform the Commission immediately upon any change of circumstances regarding this status.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS
(If Contractor is a Recipient of Subrecipient of Federal Financial Assistance)**

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Contractor (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph D.1. of this certification.
4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose Contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Contractor is an individual, the Contractor certifies that:

1. As a condition of the grant, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and,

**ATTACHMENT F
FWC 17/18-82**

**SAMPLE EVALUATION QUESTIONNAIRE (REFERENCES)
EVALUATION QUESTIONNAIRE FOR PAST PERFORMANCE
(FOR INFORMATIONAL PURPOSES ONLY)**

Instructions for FWC representative:

1. For each proposal under the RFP, contact four (4) clients.
2. Attempt to contact each reference by phone, up to three (3) times only. If the reference is not available when called, leave a phone message. This is <name> from the Florida Fish & Wildlife Conservation Commission. Your name was given to the Commission as a reference for <Contractor's name>. Can you please call me back at 850.617.9430 to answer some brief questions concerning <Company's name>. I will be calling back up to two additional times. Thank you.
3. Complete all calls within five (5) working days of receipt of proposals (Note: more time may be allotted contingent upon the number of proposals received).
4. Ask each reference the same questions listed below and score appropriately.
5. If reference information cannot be obtained after the specified number of calls, insert a total score of '0'.
6. Do not obtain another reference as a replacement for a non-responding reference.
7. Upon completion, return all questionnaires to the designated Contract Specialist for this project.

Respondent's Name:	
Client's Name (Area and Agency for Whom Services were Provided):	
Contact Person:	
Telephone Number:	
Date of Contact:	
Confirm the project information is correct with the reference.	
1. Overall, did the contractor adhere to the agreed upon schedule?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
2. Was the work completed at a cost that you consider reasonable?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
3. Did the Contractor provide an adequate number of personnel?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
4. Was the Contractor responsive to suggestions, comments, or modifications regarding work plans, reports, or projects?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
5. Did the contractor keep you adequately informed and coordinate through periodic reports, phone calls or other methods?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
6. Did the Contractor work in a systematic organized manner?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
7. Did the Contractor have misses (areas they failed to treat) or <95% control?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____

8. Did the Contractor employ the same crew members throughout the project?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
9. Did the Contractor have non-target damage?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____
10. Were the Contractor's invoices accurate, well documented, and submitted within the agreed upon terms?	Never=3; Sometimes=2; Most of the time=1; Always=0 Score _____

Questionnaire completed by (signature): _____ Date: _____

For Use By Procurement Only. The following score was completed by (signature): _____

Maximum points available for all questions: 30

Maximum Score per Reference: 15 (total points divided by 2)

TOTAL POINTS FOR THIS REFERENCE: _____

DIVIDED BY 2 = TOTAL SCORE FOR THIS REFERENCE: _____

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Exhibit 2: Scope of Services

Alachua County Land Conservation and Management Scope of Work Invasive Plant Treatment Barr Hammock Preserve: RMU 5A and Wolfsheimer

Project Goals: Treat the invasive plants on Barr Hammock Preserve: RMU 5A (21 acres) and Wolfsheimer (51 acres). The total combined acreage to be treated is 72 acres. See attached map. Work performed will consist of furnishing all labor, supervision, equipment, and supplies (including herbicides and adjuvants), and performing all operations for meeting the Project Goals in the areas described in the Project Description or delineated on the project maps. The contractor must use application equipment acceptable to Alachua County Land Conservation and Management, specific equipment required for this project is described below.

Project Manager: The Contractor will coordinate and schedule all work with the County's Project Manager, Name: Mike Nelson, Cell: 352-213-0235, Email: mnelson@alachuacounty.us.
Alternate Project Manager: Name: Cory Gillis, Cell: 352-262-4749, Email: cgillis@alachuacounty.us

A bid-bid will be held on **Friday, December 16, 2022**. The meeting location will be at the entrance to Barr Hammock Levy Loop Trail located at 14920 SE11th Dr. Micapony, FL. 32667.

Project Description: Contractors will be required to treat all non-native invasive plants within the entire designated area. The area is primarily old field in varying states of regeneration, with pines planted on portions of the 5A unit. The Wolfsheimer tract contains scattered hardwoods hammocks, and both units transition into large basin marshes (Levy Prairie) to the south and west. Dominant invasive plants include *Poncirus trifoliata* (Trifoliolate orange), *Urena lobata* (Caesar weed), and *Lygodium japonicum* (Japanese climbing fern), but several other species are known to be present on the property in lower densities. However, any species listed on the Florida Exotic Pest Plant Council's List of Invasive Plant Species, F.A.C. 62C-52.011, Florida Prohibited Aquatic Plants list, F.A.C. Rule 5B-57, Florida Noxious Weed List, or the Alachua County Unified Land Development Code Table 406.16.2 Discouraged Non-Native Vegetation List shall also be treated.

Dominant invasive plants:

- *Poncirus trifoliata* (Trifoliolate orange)
- *Urena lobata* (Caesar weed)
- *Lygodium japonicum* (Japanese climbing fern)
- *Ardisia crenata* (Coral ardisia)

Other known invasive plants include:

- *Triadica sebiferum* (Chinese tallow)
- *Melia azedarach* (Chinaberry)
- *Imperata cylindrica* (Cogongrass)
- *Solanum viarum* (Tropical soda apple)

- *Nephrolepis cordifolia* (Tuberous sword fern)
- *Dioscorea* spp. (air potato)
- *Cinnamomum camphora* (camphor)

Total invasive plant cover across the unit ranges from 6-25% cover to an isolated patch of 76-95% in the southwest section of RMU 5A. Density is not uniform across the site and higher concentrations occur in a few areas.

Trifoliolate orange (*Poncirus trifoliata*) and Caesar weed (*Urena lobata*) are the dominant invasive species in the treatment area and will be the focus of this project. The trifoliolate citrus occurs as scattered individuals to large clumps throughout the entire property as mature fruiting adults to small seedlings. The densest known concentrations occur on the southern part of the 5A unit closest to the marsh. Caesar weed is scattered widely across both the 5A and Wolfsheimer units in varying densities, and density is high in some areas. Japanese climbing fern (*Lygodium japonicum*) has been observed in a few concentrated areas, primarily closer to the marsh boundaries on both units. It will be necessary to transect the entire property to ensure all small, scattered plants are detected and treated

Ardisia occurs as scattered individuals and small clumps throughout the property as mature, fruiting adults to small seedlings. Coral ardisia covers over most of the property is no greater than 5% cover, but ardisia is scattered over the property necessitating utilization of transects to cover the entire property. Foliar treatment of small areas of native, weedy vines to expose ardisia may be necessary to achieve specified control rates.

Any trees along the north and northwestern boundary of the project area that are treated and may fall on the fence once they are dead must be felled into the project area and treated via cut surface treatment to avoid damage to the fence. Access to the site will be via Wacahoota Road, just west of I-75 to SW 136 Place. No water is available on-site. Exotics will generally be treated via backpack sprayer, however, ATV/UTV-type vehicles may be used on the limited existing trails (see map)

TREATMENT SPECIFICATIONS:

Herbicides must be used according to label rates and requirements using a low-pressure spray. Appropriately labeled herbicides must be used over water and approved by County Staff prior to use. The contractor will dispose of herbicide containers pursuant to all applicable rules and laws. Chemicals shall be mixed at designated mixing sites or other sites approved by the County's Project Manager. The site manager must approve deviations from the treatment methods specified below.

DELIVERABLES:

1. 100% of all target plants will be treated during each treatment, with 95% control of target plants from each treatment after 3 months. If control is not achieved, contractor

will complete follow-up treatment to achieve 95% control at no additional charge to Alachua County.

- a. A full initial treatment of all species on site will be completed prior to August 15, 2023. If this initial treatment occurs when some plants are dormant (Caesar weed, tropical soda apple, air potato, tuberous sword fern, etc.), a follow-up treatment on the dormant species must occur before July 15, 2023.
 - b. A Second complete treatment of Caesar weed seedlings across the site will be completed between July 15 and August 31, 2023.
2. Contractor shall track application coverage with GPS, to ensure uniform coverage. Contractor will provide GPS tracks and/or waypoints to County Project Manager weekly or upon request. Misses, including streaking, must be re-treated at no cost to Alachua County.
 3. Daily work logs will be maintained and provided to the county describing the species treated, the number or percent cover of plants treated, the approximate size of the areas worked, the chemicals used, including surfactants, with mix ratios and amount applied, the date, size of crew and general notes on weather conditions. Staff will provide a digital copy of the Daily work log template.

RESOURCE PROTECTION

Do not remove, damage, destroy, or harass any animal, plant, wood, soil, rocks, fossils or cultural resources including but not limited to pottery, chert flakes, arrow heads, pitch pine pots, old bottles or bricks on conservation lands. Should cultural resources be encountered, leave them in place and report the location to the Preserve Manager.

Protection of native communities: Due to the highly aggressive nature of invasive exotics, the contractor must take care not to further spread any invasive exotic plant on any Preserve. The County's Project Manager will identify all infested areas that must be avoided in the project pre-work meeting.

Waste Disposal and Management - Treatment area/s must be kept free of contractor generated debris, chemical containers and any materials directly or indirectly involved with the treatment of the project area.

Erosion control - All equipment will be operated in a manner to cause the least disturbance to soil and vegetation.

OTHER PROVISIONS:

- Contractor will take all reasonable precautions to minimize and avoid off-target damage to native vegetation.

- Work crew chief must have a valid Florida Commercial Pesticide Applicator License with a certification in Natural Areas Weed Management and be on site while crew is working. Work crew chief must be fluent in English.
- The contractor will furnish sufficient personnel and equipment to complete the project in the time allowed.
- All equipment must be clean and free of plant propagules, soil material, and chemical residue prior to entering site. The County's Project Manager will inspect equipment prior to initiation of work and periodically throughout the project as needed.
- Flagging tape: Use biodegradable flagging tape when marking plants or transects, or if plastic flagging tape is used it must be removed after use.
- No water is available on site.
- Project Manager or their designee may stop the crew from working for any reason including failure to follow project specifications, inclement weather, or other site conditions that may impact the preserve in a negative way.
- The site manager will provide upon request boundaries of infestations to be placed on GPS units.

Time frame: Full treatment of all species on site shall take place prior to July 15, 2023. If that treatment occurs during dormant period, a follow up treatment will be required for the plants which were not available to treat due to dormancy, specifically Caesar weed, tropical soda apple, and air potato. A second treatment of all Caesar weed will be completed between July 15, 2023, and August 31, 2023.

Certificate of Insurance Requirements

Alachua County is requiring that the following statement *"A blanket waiver of subrogation applies in favor of the certificate holder with respect to the above general liability policy."* be stated on all Certificates of Insurance.

Certificate Holder:

Alachua County Board of County Commissioners
 12 SE 1st Street, Second Floor
 Gainesville, FL 32601

**ALACHUA COUNTY LAND CONSERVATION AND MANAGEMENT
BARR HAMMOCK PRESERVE
WOLFSHEIMER AND RMU 5A**

ESTIMATE PREPARATION FOR WOLFSHEIMER

Project is for treatment of upland invasive plants in one to two separate treatment units. Provide itemized price for each unit.

A. Cost for Initial full treatment (51 ac): \$ _____ per acre;

\$ _____ total.

B. Cost for second treatment of Caesar weed (51 ac.): \$ _____ per acre;

\$ _____ total.

Total Cost of Wolfsheimer Project (A+B): \$ _____ .

ESTIMATE PREPARATION FOR RMU 5A

Project is for treatment of upland invasive plants in one to two separate treatment units. Provide itemized price for each unit.

C. Cost for initial full treatment (21 ac): \$ _____ per acre;

\$ _____ total.

D. Cost for second treatment of Caesar weed (21 ac.): \$ _____ per acre;

\$ _____ total.

Total Cost of RMU 5A Project (C+D): \$ _____ .

Estimate prepared by: _____

Date: _____

Company Contact Information:

**Barr Hammock Preserve
Wolfsheimer and 5A
Exotic Plant Treatment Areas**



Legend

- ACF_Gates
- ACF_Roads/Trails/Firebreaks
- ACF_Preserve
- Conservation Easement

Density

- Yellow: 26-50%
- Orange: 51-75%
- Green: 6-25%
- Red: 76-95%



© 2022 Barr, Hammock, Wolfsheimer, and 5A. All Rights Reserved.

DISCLAIMER: This map and the spatial data it contains are made available as a public service. It is not intended for reference purposes only. The Alachua County Conservation Practices Department provides this information as is without warranty of any kind. The quality of the data is dependent on the various sources from which such data were obtained.

Lochloosa Slough Preserve

Project Goals: The primary target species is treatment of Caesar's weed (*Urena lobata*) and Japanese Climbing Fern (*Lygodium japonicum*), but the project will include other species that are also present in lower densities. The total acreage to be treated is 91.5 acres, divided between the northern and southern tracts.

Work performed will consist of furnishing all labor, supervision, equipment, and supplies (including herbicides and adjuvants), and performing all operations for meeting the Project Goals in the areas described in the Project Description or delineated on the project maps. The contractor must use application equipment acceptable to Alachua County Office of Land Conservation; specific equipment required for this project is described below.

Project Manager: The Contractor will coordinate and schedule all work with the County's Project Manager, Name: Scott Crosby, Cell: 352-213-0024, Email: scrosby@alachuacounty.us.

A pre-bid will be held on Thursday, December 15th, 2022. The meeting location will be at Gate 12 of Lochloosa Slough Preserve, approximately ¼ mile north of the intersection of SE 162nd Avenue and SE 225th Drive., Hawthorne, FL.

Time frame:

Caesar's weed treatment must be completed in three phases:

- 1st treatment –April and June 2023
- 2nd treatment – May and July 2023
- 3rd treatment –mid August - late August 2023

Chinese tallow and Chinaberry treatments must be completed prior to July 31, 2023 but may be completed any time after these two species leaf out.

Project Completion Deadline: August 31, 2023

Project Description: Contractors will be required to treat all non-native invasive plants within the entire designated area. This will be the second extensive invasive plant treatment of Caesar's weed and the other areas; excluding the approximately 9.6-acre area of Japanese climbing fern, which will be the first treatment of this species. The area is primarily bedded mesic pine flatwoods with scattered depression marshes and basin swamps. Treatment areas are bounded by either preserve roads, the preserve boundary, and/or depression marshes or basin swamps. The areas were extensively surveyed in 2021 and the fall of 2022. Contractors will be provided with maps of survey points but will be expected to cover the entire project area for treatment.

Dominant invasive plants include:

- Caesar's Weed (*Urena lobata*)
- Japanese climbing fern (*Lygodium japonicum*)

Other known invasive plants include:

- Air potato (Dioscorea bulbifera)
- Camphor (Cinnamomum camphora)
- Chinaberry (Melia azedarach)
- Chinese Tallow (Triadica sebifera)
- Cogongrass (Imperata cylindrica)
- Mimosa (Albizia julibrissen)
- Tropical soda apple (Solanum viarum)
- Winged yam (Dioscorea alata)

However, any species listed on the Florida Invasive Species Council's List of Invasive Plant Species, F.A.C. 62C-52.011, Florida Prohibited Aquatic Plants list, F.A.C. Rule 5B-57, Florida Noxious Weed List shall also be treated.

Total invasive plant cover across the unit varies. Roughly 9.6 acres of the project area is an average of 26-50% cover class. The remaining 81.8 acres ranges between 1-5% and 6-25%, though density is not uniform across the sites and higher concentrations may occur in a few areas.

Approximate Cover Class Acreage Breakdown:

- 1-5%: 47.2 acres
- 6-25%: 34.6 acres
- 26-50%: 9.6 acres

Caesar's weed and Japanese climbing fern are the two most dominant species in the treatment areas and will be a primary focus of this project. The Caesar's weed occurs as scattered individuals throughout the treatment areas in the southern tract. Most of the mature plants were treated in the fall of 2021 and the spring of 2022, so untreated mature plants and small saplings are the primary target for this treatment. None of the Japanese climbing fern in the 9.6-acre treatment area has been previously treated.

Known populations of cogon grass have been treated several times. Air potato occurs in small clumps, ranging from approximately 100 ft² to 1/10th of an acre, in the treatment area immediately south of gate 21, and north of gate 20. Camphor trees occur as single trees. Chinese tallow and Chinaberry occur primarily in the treatment area north of gate 20, northern half of the central tract treatment area; Chinaberry occurs primarily in old windrows. Mimosa occurs as a single tree in one of the treatment areas west of gate 23.

Access to the northern tract will be from gate 12 (east of SE 225th Drive), access to the southern tract will be from gates 20, 21 (north and south of SE 177th Avenue) and 23 (west of SE 225th Drive). No water is available on site. Exotics will generally be treated via backpack sprayer, however, ATV/UTV-type vehicles may be used on the existing roads and fire lines (see map). However, portions of these roads and/or fire lines are inaccessible during periods of high water.

TREATMENT SPECIFICATIONS:

All treatments must be completed with systemic herbicides. Herbicides must be used according to label rates and requirements using a low-pressure spray. Appropriately labeled herbicides must be used over water and approved by County Staff prior to use. The contractor will dispose of herbicide containers pursuant to all applicable rules and laws. Chemicals shall be mixed at designated mixing sites or other sites approved by the County's Project Manager. Suggested

treatments are listed in table below, however contractor may alter treatments with approval of site manager. Imazapyr will not be authorized for use.

Table 1. Target species and preferred treatment methods (Contractor may utilize other systemic herbicides after they have been approved by the Site Manager.)

Species	Density	Recommended Treatment
Melia azedarach (Chinaberry)	Moderate, 25-50% denser in some locations; occurs primarily in old windrows	Basal application of triclopyr ester
Triadica sebiferum (Chinese tallow)	Moderate, 25-50%, denser in some locations	Basal application of triclopyr ester
Cinnamomum camphora (Camphor)	Low, 1-5%	Basal, cut stump, hack and squirt, or foliar Triclopyr ester or amine treatment (as appropriate)
Air potato (Dioscorea bulbifera) and Winged Yam (Dioscorea alata)	Low 1%-5%	Foliar application of glyphosate, or triclopyr amine
(Caesar's weed) Urena lobata	High, > 90% overall; moderate to dense patches in treatment areas in the south tract	Foliar application of glyphosate
Mimosa (Albizzia julibrissin)	Low 1%-5%	Seedlings and small trees: 2% solution of glyphosate or triclopyr plus a .25% non-ionic surfactant to thoroughly wet all leaves; Cut stump: 50% Garlon 3A, 10% Milestone; Basal bark: 15% Garlon 4 or 100% Pathfinder II, apply to 1-2 feet of trunk on larger trees (trees with a diameter greater than 3 inches DBH may require re-treatment).
Imperata cylindrica (Cogon grass)	Two polygons, ~ 50 and 15 ft ² , ~ 50% density within each polygon, short sprigs	Foliar application: Rodeo & Imazapyr
Japanese climbing fern (Lygodium japonicum)	Average of 26-50%; with clumps of greater than 50% scattered throughout	Foliar application of glyphosate or metsulfuron methyl, herbicides that inhibit the formation of amino acids in plants
Solanum viarum (Tropical soda apple)	Low 1%-5%	Foliar application of glyphosate or triclopyr amine

DELIVERABLES:

1. 100% of all target plants will be treated during each treatment, with 95% control (death) of target plants from each treatment after 3 months.
2. Contractor shall track application coverage with GPS, to ensure uniform coverage. Contractor will provide GPS tracks and/or waypoints to County Project Manager weekly or upon request. Misses, including streaking, must be re-treated at no cost to Alachua County.
3. Daily work logs will be maintained and provided to the county describing the species treated, the number or percent cover of plants treated, the approximate size of the areas worked, the chemicals used, including surfactants, with mix ratios and amount applied, the date, size of crew and general notes on weather conditions. Staff will provide a digital copy of the Daily work log template.

RESOURCE PROTECTION

Do not remove, damage, destroy, or harass any animal, plant, wood, soil, rocks, fossils or cultural resources including but not limited to pottery, chert flakes, arrow heads, pitch pine pots, old bottles or bricks on conservation lands. Should cultural resources be encountered, leave them in place and report the location to the Preserve Manager.

Protection of native communities: Due to the highly aggressive nature of invasive exotics, the contractor must take care not to further spread any invasive exotic plant on any Preserve. The County's Project Manager will identify all infested areas that must be avoided in the project pre-work meeting.

Waste Disposal and Management -Treatment area/s must be kept free of contractor generated debris, chemical containers and any materials directly or indirectly involved with the treatment of the project area.

Erosion control - All equipment will be operated in a manner to cause the least disturbance to soil and vegetation.

OTHER PROVISIONS:

Contractor will take all reasonable precautions to minimize and avoid off-target damage to native vegetation.

Work crew chief must have a valid Florida Commercial Pesticide Applicator License with a certification in Natural Areas Weed Management and be on site while crew is working. Work crew chief must be fluent in English.

The contractor will furnish sufficient personnel and equipment to complete the project in the time allowed.

All equipment must be clean and free of plant propagules, soil material, and chemical residue prior to entering site. The County's Project Manager will inspect equipment prior to initiation of work and periodically throughout the project as needed.

Flagging tape: Use biodegradable flagging tape when marking plants or transects, or if plastic flagging tape is used it must be removed after use.

Project Manager or their designee may stop the crew from working for any reason including failure to follow project specifications, inclement weather, or other site conditions that may impact the preserve in a negative way.

The site manager will provide upon request boundaries of treatment areas to be placed on GPS units, or Avenza ready maps.

Certificate of Insurance Requirements: Alachua County requires the following statement be included in the Descriptions of Operations/Locations/Vehicles box of the Certificate of Insurance form provided to the County prior to work commencing: *"Alachua County Board of County Commissioners is additional insured on the above general liability policy when required in written contract. A blanket waiver of subrogation applies in favor of the certificate holder with respect to the above general liability policy."* Certificate Holder shall be made out to:

Alachua County Board of County Commissioners
12 SE 1st St, Second Floor
Gainesville, FL, 32601

ALACHUA COUNTY OFFICE OF LAND CONSERVATION
LOCHLOOSA SLOUGH PRESERVE INVASIVE PLANT TREATMENT 2022-23

ESTIMATE PREPARATION

1. Cost for Initial Full Treatment (all Units, 91.5 acres): \$ _____ per acre;
\$ _____ total.

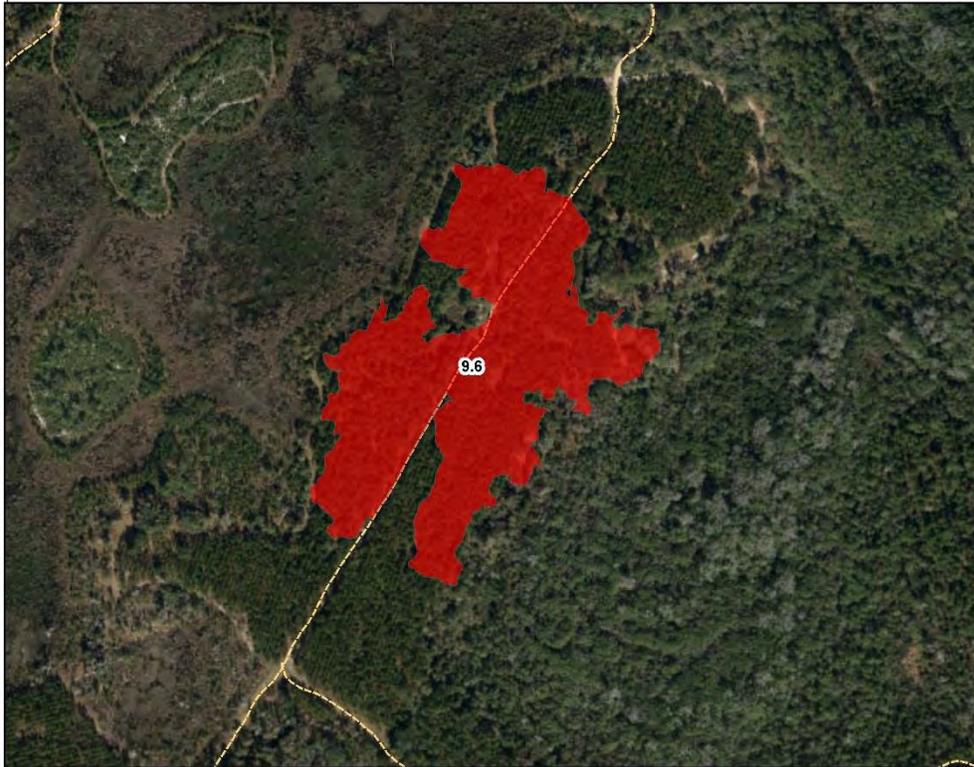
 2. Cost for 2nd treatment of Caesar weed (81.9 acres): _____ per acre;
\$ _____ total.

 3. Cost for 3rd treatment of Caesar weed (81.9 acres): _____ per acre;
\$ _____ total.
- Total cost of Lochloosa Slough Project (1 + 2 + 3): _____

Estimate prepared by:

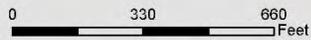
Company Contact Information:

Lochloosa Slough Preserve FY 23 Exotic Plants Treatment Map
 Units labeled with acres



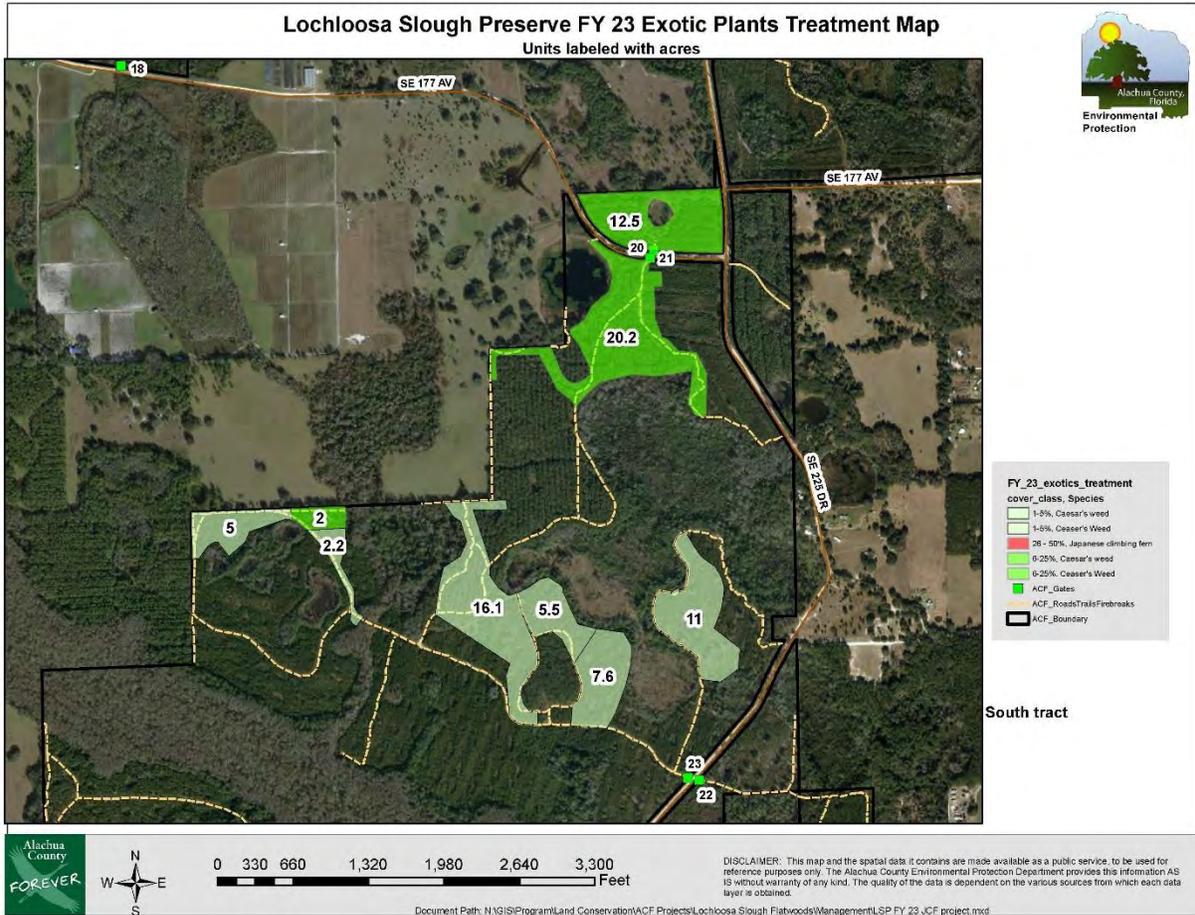
FY_23_exotics_treatment	
cover_class	Species
[Light Green Box]	1-5%, Ceasar's weed
[Medium Green Box]	1-5%, Ceasar's Weed
[Red Box]	26 - 50%, Japanese climbing fern
[Light Green Box]	0-25%, Ceasar's weed
[Medium Green Box]	0-25%, Ceasar's Weed
[Green Box]	ACF_Gates
[Yellow Box]	ACF_RoadsTrailsFebreaks
[Black Outline Box]	ACF_Boundary

North tract



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Document Path: N:\GIS\Program\Land Conservation\ACF Projects\Lochloosa Slough Flatwoods\Management\LSP FY 23 JCF project.mxd



Lochloosa Slough Preserve FY 23 Exotic Plants Treatment Map (with species)



FY_23_Exotic_points

SPECIES

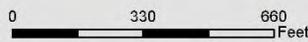
- Camphor-tree
- Cogon grass
- Japanese climbing fern

FY_23_exotics_treatment

cover_class, Species

- 1-5%, Caesar's weed
- 1-5%, Caesar's Weed
- 26 - 50%, Japanese climbing fern
- 0-25%, Caesar's weed
- 0-25%, Caesar's Weed
- ACF_Gates
- ACF_RoadsTrailsFirebreaks
- ACF_Boundary

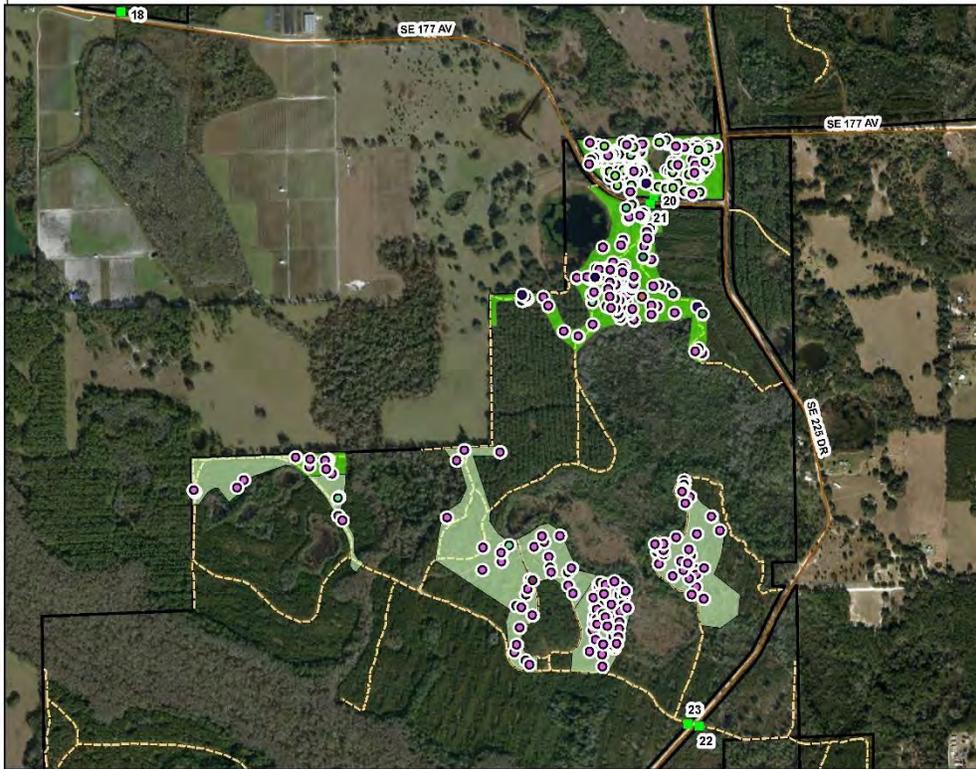
North tract



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Document Path: N:\GIS\Program\Land Conservation\ACF Projects\Lochloosa Slough Flatwoods\Management\LSP FY 23 JCF project.mxd

Lochloosa Slough Preserve FY 23 Exotic Plants Treatment Map (with species)



FY_23_Exotic_points

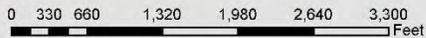
SPECIES

- Air potato
- Camphor tree
- Caesar's weed
- Chinaberry
- Cogon grass
- Mimosa
- Chinese tallow
- Tropical soda apple
- Winged yam

FY_23_exotics_treatment

cover_class, Species

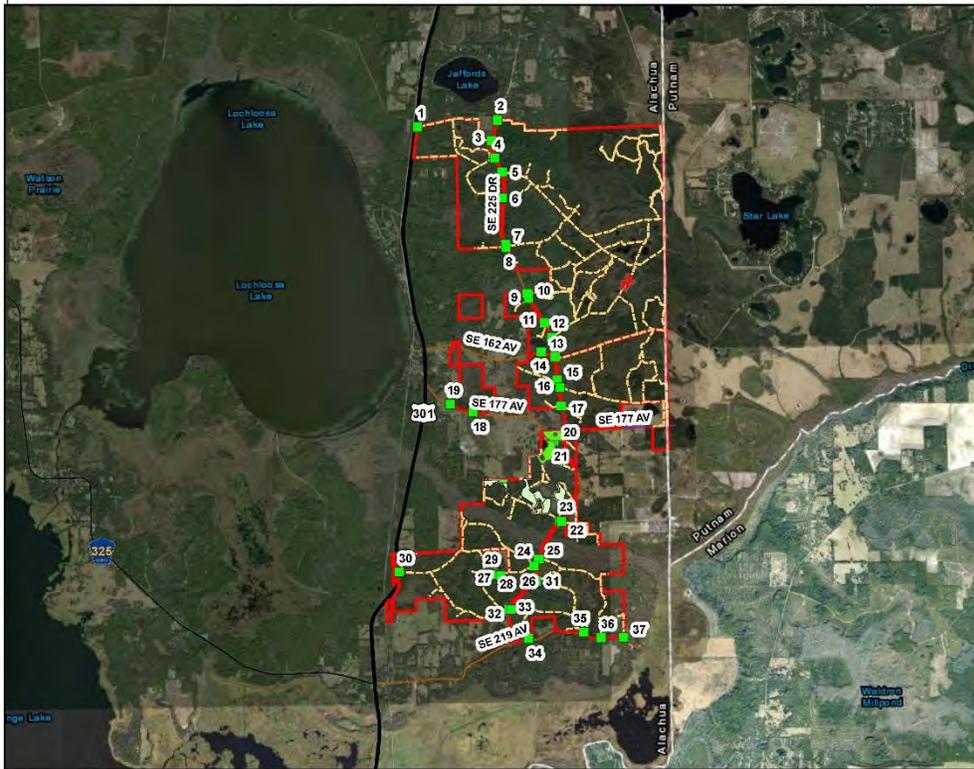
- 1-5%, Caesar's weed
- 1-5%, Caesar's Weed
- 26 - 50%, Japanese climbing fern
- 0-25%, Caesar's weed
- 0-25%, Caesar's Weed
- ACF_Gates
- ACF_RoadsTrailsFirebreaks
- ACF_Boundary



DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

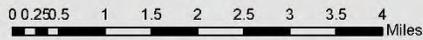
Document Path: N:\GIS\Program\Land Conservation\ACF Projects\Lochloosa Slough Flatwoods\Management\LSP FY 23_JCF project.mxd

Lochloosa Slough Preserve FY 23 Exotic Plants Treatment Map



FY_23_exotics_treatment

cover_class	Species
Light Green	1-5% Caesar's weed
Medium Green	1-5% Japanese climbing fern
Red	26 - 50% Caesar's weed
Dark Green	0-25% Caesar's Weed
Green Square	ACF_Gates
Yellow Dashed Line	ACF_Roads/Trails/Fiebbreaks
Red Outline	ACF_Boundary



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Document Path: N:\GIS\Program\Land Conservation\ACE Projects\Lochloosa Slough Flatwoods\Management\LSP FY 23_JCF project.mxd

Exhibit 3: Project Cost

Barr Hammock

ESTIMATE PREPARATION FOR WOLFSHEIMER

- A. Cost for Initial full treatment (51 ac): \$498 per acre; \$25,398 total.
- B. Cost for second treatment of Caesar weed (51 ac.): \$202 per acre; \$10,302 total.

Total Cost of Wolfsheimer Project (A+B): \$35,700

ESTIMATE PREPARATION FOR RMU 5A

- C. Cost for initial full treatment (21 ac): \$498 per acre; \$10,458 total.
- D. Cost for second treatment of Caesar weed (21 ac.): \$202 per acre; \$4,242 total.

Total Cost of RMU 5A Project (C+D): \$14,700.

COMBINED TOTAL COST FOR WOLFSHEIMER AND RMU 5A: \$50,400

Lochloosa Slough

- 1. Cost for Initial Full Treatment (all Units, 91.5 acres): \$238 per acre; \$21,777 total.
- 2. Cost for 2nd treatment of Caesar weed (81.9 acres): \$169 per acre; \$13,841.10 total.
- 3. Cost for 3rd treatment of Caesar weed (81.9 acres): \$126 per acre; \$10,319.40 total.

Total cost of Lochloosa Slough Project (1 + 2 + 3): \$45,937.50

Exhibit 4: Insurance Requirements

TYPE "A" INSURANCE REQUIREMENTS "ARTISAN CONTRACTORS / SERVICE CONTACTS"

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER'S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County

Commissioners MAIL, EMAIL or FAX CERTIFICATES

Exhibit 4-A: Certificate of Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/11/2023	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022			CONTACT NAME: PHONE (A/C No. Ext): (888) 202-3007 FAX (A/C No.): E-MAIL: contact@hiscox.com ADDRESS:		
INSURED Greentrust Environmental Inc 118 SW Mulberry Dr Lake City, FL 32024			INSURER(S) AFFORDING COVERAGE		NAIC #
			INSURER A: Hiscox Insurance Company Inc		10200
			INSURER B:		
			INSURER C:		
			INSURER D:		
			INSURER E:		
COVERAGES					
CERTIFICATE NUMBER:		REVISION NUMBER:		THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	
INSR LTR	TYPE OF INSURANCE	ADOL (INSR)	SUBR (W/O)	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			P101.381.968.1	01/05/2023 01/05/2024
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		
LIMITS					
				EACH OCCURRENCE	\$ 1,000,000
				DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 100,000
				MED EXP (Any one person)	\$ 5,000
				PERSONAL & ADV INJURY	\$ 1,000,000
				GENERAL AGGREGATE	\$ 2,000,000
				PRODUCTS - COM/OP AGG	\$ S/T Gen. Agg.
					\$
				COMBINED SINGLE LIMIT (EA accident)	\$
				BODILY INJURY (Per person)	\$
				BODILY INJURY (Per accident)	\$
				PROPERTY DAMAGE (Per accident)	\$
					\$
				EACH OCCURRENCE	\$
				AGGREGATE	\$
					\$
				PER STATUTE	OTH-ER
				E.L. EACH ACCIDENT	\$
				E.L. DISEASE - EA EMPLOYEE	\$
				E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Alachua County Board of County Commissioners is additional insured on the above general liability policy when required in written contract. A blanket waiver of subrogation applies in favor of the certificate holder with respect to the above general liability policy.					
CERTIFICATE HOLDER Alachua County Board of County Commissioners 12 SE 1st ST Second Floor Gainesville, FL 32601			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886



Policy number: 964782980

Underwritten by:
Progressive Express Ins Company
NAIC Number: 10193
January 11, 2023
Page 1 of 1

Certificate of Insurance

Certificate Holder

Alachua County Board of County Commissioners
12 SE 1st St
Gainesville, FL 32601

Insured

Greentrust Environmental Inc.
118 SW MULBERRY DR
LAKE CITY, FL 32024

Agent

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: Jan 4, 2023

Policy Expiration Date: Jan 4, 2024

Insurance coverage(s)

Bodily Injury/Property Damage
Uninsured Motorist - Nonstacked
Personal Injury Protection

Limits

\$500,000 Combined Single Limit
\$100,000 Combined Single Limit
\$10,000 w/\$0 Ded - Named Insured Only

Description of Location/Vehicles/Special Items

Scheduled autos only

2019 RAM 2500 3C6TR5EJSKG556148

Comprehensive \$1,000 Ded
Collision \$1,000 Ded

Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.

Form 5241 (05/16)



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/6/2022

EXPIRATION DATE: 5/5/2024

PERSON: CHRISTOPHER M BENSON

EMAIL: SEGREENTRUST@HOTMAIL.COM

FEIN: 260813122

BUSINESS NAME AND ADDRESS:

GREENTRUST ENVIRONMENTAL INC.

20015 33RD DRIVE

WELLBORN, FL 32094

SCOPE OF BUSINESS OR TRADE:

Lawn or Shrub Spraying &
Drivers

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13

E01529142

QUESTIONS? (850) 413-1609

Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

Contact Title: #13817 Agreement Between Alachua County and Greentrust Environmental Inc

Contract or Bid/RFP #: 183817

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

Greentrust Environmental Inc
20015 33rd Dr.,
Wellborn, FL 32094

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____