



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
2590 EXECUTIVE CENTER CIRCLE EAST, SUITE 100
TALLAHASSEE, FLORIDA 32301
(850)488-6551 TELEPHONE

INVITATION TO BID: FWC 16/17-48

TITLE: Prescribed Burning Services on the Apalachicola River Wildlife and Environmental Area and Box-R Wildlife Management Area

INVITATION TO BID/BIDDER ACKNOWLEDGMENT FORM

Purpose: The intent of this bid is to obtain competitive pricing for prescribed burning services, per the specifications contained herein. Only responsive and responsible Contractors will be considered for award of this Invitation to Bid (ITB).

Responsive: To be responsive a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of this ITB. 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 ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

Non Responsive: Any submission that does not comply with this ITB in any way, does not contain all the properly signed forms, supplements or deviates from the Bid requirements or has an incomplete Price Sheet may be considered nonresponsive at the discretion of Procurement Manager.

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

Rejection of Bids: The Commission reserves the right to reject any and all bids and to waive any minor irregularity in the submissions received in response to this ITB. The Commission reserves the right to consider all information, whether submitted or otherwise, to determine responsiveness and responsibility and to reject bids accordingly.

Name of Business: _____
Contact Person Name: _____
Business Address: _____
City: _____ State: _____ Zip code: _____
Phone: _____ Fax: _____ E-Mail: _____
Federal Employer Identification Number (FEID): _____

The undersigned attest to the following:

"We understand all of the terms, conditions and the specifications contained herein and agree to abide by all of the terms, conditions and the specifications in their entirety. We have examined the site in reference to the specifications contained within this ITB and have familiarized ourselves with the entire site and have examined carefully the extent of the work that is needed.

Authorized Signature (Manual): _____
Authorized Signature Name (Typed) and Title: _____

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 16/17-48

INVITATION TO BID CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	December 6, 2016	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Deadline for Questions	Must be received PRIOR to: December 16, 2016 @ 5:00 p.m.	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	December 19, 2016	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
SEALED BIDS DUE & OPENED (REMEMBER: Bid Number should be clearly marked on envelope)	Must be received PRIOR to: December 29, 2016 @ 3:00 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
Anticipated Date of Intended Award	January 2, 2016	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

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**FWC 16/17-48
GENERAL CONDITIONS**

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 (6) major programs including habitat and species conservation, freshwater fisheries management, law enforcement, marine fisheries management, hunting and game management and fish and wildlife research.

A Bidder submitting a bid shall be registered in the MyFloridaMarketPlace (MFMP) system and where required, the Sunbiz system prior to the bid opening (see MYFLORIDAMARKETPLACE and ADDITIONAL LEGAL REQUIREMENT clause). Business entities which must be on file with Sunbiz include the following foreign and domestic entities: Corporations for and not for profit, Limited Liability Companies (LLC), Limited Partnerships (LP) including Limited Liability Limited Partnerships (LLLP), and organizations doing business under a fictitious name (DBA). A Bidder may not be considered for an award, if not registered in the MFMP and Sunbiz system. The Bidder's registration address and federal employer identification (FEID) number should match the Bidder's address and FEID number listed on the **Bidder Acknowledgment form (page 1)**.

Certified Minority-owned, Woman-owned and Service-Disabled Veteran Business Enterprises, as certified by the State of Florida Office of Supplier Diversity, are encouraged by the Commission to participate in the bidding process.

Bids from Bidders shall include all necessary equipment to complete the job. The bidder is required to supply all specified documentation when submitting a bid for this project.

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.

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 Bidder or Contractor, including any appearing in documents attached as part of a Bidder's response. In signing and submitting its bid, a Bidder 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 bid, shall be grounds for rejecting a bid.

The terms and conditions of **Attachment A, Purchase Order Terms and Conditions** 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 **Attachment A**.

TERM

The contract will be effective **three (3) years from issuance of Purchase Order**.

Project shall be completed by the Contractor three (3) years from **issuance of 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 Contract Manager

and the Contract Administrator, 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 a yearly basis for a period up to three (3) years 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 Bidder shall supply a price for each year that a contract may be renewed. Evaluation of bids shall include consideration of the total cost of the contract, including the total cost for each renewal year, as submitted by the Bidder.

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's Contract Administrator.

CONDITIONS AND SPECIFICATIONS

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

MANDATORY BIDDER SITE VISIT

It is mandatory that prospective bidders inspect the project sites prior to submitting a bid. This will enable bidders to familiarize themselves with the scope of work. Bidders shall visit the sites on their own. The **Site Visit Mandatory Attestation-Individual Bidder Attendance form (Attachment B)** must be completed by the Contractor and submitted with the bid package. The FWC will make a reasonable effort to answer verbal questions asked at the Site Visit, however, Bidders should clearly understand that verbal discussions held at the Site Visit 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.

Access to the Apalachicola River WEA is along State Road 65 at Sand Beach Road. Sand Beach Road and Highway 65 meet at 29°49'9.38"N ; 84°54'33.89"W. The area is open to public access along named and numbered roads year round.

Access to Box-R WMA is from Tilton Road and US Highway 98 at 29°43'33.28"N ; 85° 4'56.08"W. Vehicular access to the area is limited to times when the area is open to public access which will be Nov 12th - Nov 20th, Nov 24th -27th , Dec 3rd - 5th and Dec 10th -16th. If visiting outside of these dates vehicular access to the sites is prohibited.

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DEADLINE FOR QUESTIONS

Any questions from Bidders 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 2)**. Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the bidder 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: Bryan Tucker, Procurement Manager
2590 Executive Center Circle East, Suite 100
Tallahassee, Florida 32301
Phone: (850) 488-6551
bryan.tucker@myfwc.com

LIMITATION ON BIDDER CONTACT DURING SOLICITATION PERIOD

Bidders 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, (Note the 72 hour posting period excludes 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.

BIDDER SPECIFICATION INQUIRIES

If the specifications of this Invitation to Bid (ITB) could restrict potential Bidder competition, the Bidder has 72 hours within which to request to the Commission that the specification(s) be changed. The Procurement Manager must receive the written request within 72 hours after the posting date of the ITB.

Requested changes to the Commission's specifications shall include the Bidder's concerns regarding restricting competition, provide detailed justification, and provide recommended changes to the specification(s). A Bidder's failure to request changes by the prescribed date and time shall be considered to constitute the Bidder's acceptance of the Commission's specifications.

The Commission shall determine what change(s) to the ITB is acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the change(s) to the ITB, which shall be posted to the Vendor Bid Advertisement System, internet site http://vbs.dms.state.fl.us/vbs/main_menu .

It is up to the bidder to ensure that everything is included as required by the Commission's Purchasing Office. It is not the Commission's responsibility to mail or fax any forms to a potential Contractor. Bid packet information may also be requested from the Commission's Purchasing Section by calling (850) 488-6551. Please have bid number and Bidder information available when requesting any information.

CONTRACTOR 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 MyFloridaMarketPlace 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 MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace

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

Transaction Fee. Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of point zero seven percent (.07%), which the Contractor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Transaction Fee Credits. The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any items(s) if such items(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

BID OPENING LOCATION

The public opening of this bid will be conducted at the date and time specified in the **Calendar of Events (Page 2)**, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, Suite 100, 2590 Executive Center Circle East, Tallahassee, Florida, 32301. **BIDS 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 bid/proposal documents or the attendance at any related meeting or bid/proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-6551 at least three (3) workdays prior to the opening.

MAILING INSTRUCTIONS

All bids shall be submitted in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, Suite 100, 2590 Executive Center Circle East, Tallahassee, Florida 32301. **THE ENVELOPE SHALL BE PLAINLY MARKED ON THE OUTSIDE WITH: BID NUMBER, DATE AND TIME OF THE BID 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.

BIDDER ACKNOWLEDGMENT

In order for this bid to be valid, the bid must be completed in its entirety, signed by the Bidder and returned, as part of the bid or the bid will be rejected. By affixing your signature to **page 1** of the bid, the Bidder hereby states that the Bidder has read all bid 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 Bidder will provide the Commission under these bid specifications.

FWC CONTRACT MANAGER

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

- 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, complete the Certificate of Contract Completion form; 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.

VERBAL INSTRUCTION PROCEDURE

Bidders may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Bidder 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 Bidder questions during the ITB period an addendum shall be posted on the Vendor Bid System internet site. Addendums shall be signed by an authorized Contractor representative, dated, and returned to the COMMISSION, in the vendor bid submittal, by the date and time specified in the Calendar of Events. **Each Bidder 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 Bidder'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

IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. If two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Contractors must complete the **Identical Tie Bid / Drug Free Workplace form (Attachment C)** provided and return it with their bid.

AWARDED BID/INSPECTION

The Commission will award the bid to the responsive, responsible bidder which submits the lowest bid price. If deemed necessary, an interview with the bidder by the Contract Manager may be required before the bid is awarded.

The Commission reserves the right to inspect the prospective Contractor's materials and background record prior to making an award of the Contract. If the Contract Manager determines the lowest bidder does not have sufficient experience, equipment, etc. to meet the specifications of this ITB, the Commission reserves the right to reject the bidder and evaluate the next lowest bidder.

SUPPORTING/SUPPLEMENTAL INFORMATION

The Commission requires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Contract Manager that the product/service offered meets this ITB's specifications and that other requirements of this ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Commission reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products/services offered completely meet this ITB's requirements. The requirement for such supplemental information will be at the reasonable

discretion of the Commission and may include the requirement that a bidder will provide a sample product(s) so that the Commission can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the Commission, will cause the Commission to consider the Contractor non-responsive and reject the Contractor's bid.

REFERENCES

Each prospective Bidder shall provide a minimum of three (3) references for similar projects completed. Current contact names and phone numbers shall be included with the bid package. See attached reference form for more detail.

NOTICE TO PROCEED

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

DELIVERABLES

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

- a.) Performance of all services set forth in the Scope of Work.
- b.) 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 Department of Management Services, 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.

FINANCIAL CONSEQUENCES

In accordance with Section 287.058(1)(h), F.S., the Scope of Work, contains clearly defined deliverables. If Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from Contractor's payment. The Commission shall apply any additional financial consequences identified in the Scope of Work.

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.

CERTIFICATE OF CONTRACT COMPLETION

The Contract Manager shall conduct a final inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work, the Contractor shall send the Contract Manager a notarized **Certificate of Contract Completion (Attachment D)** and the contract shall be deemed completed upon the issuance date of such Certificate.

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the Purchase Order/Contract and/or Amendments/Change Orders 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 Contract Manager.

PERMITTING

The Contractor shall obtain burn authorization permits from the Florida Forest Service to conduct prescribed burns. 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.

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 **\$100,000.00** per accident, **\$100,000.00** per person, and **\$500,000.00**

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 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.

Insurance Required for Performance. During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract. Additional insurance requirement may also be found in the Scope of Work.

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 Purchase Order, 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 emailed to the Procurement Manager.

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 (e.g. structures, roads, culverts, fences, trees, or other natural resources) 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 available to the Commission upon request. 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 percent (.05%) 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 percent (15%) 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.

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 Bidder 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 Bidder, 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 federal 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/gc_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 E**. This includes the Certification Regarding Public Entity Crimes.

CONTRACT RELATED PROCUREMENT

PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract 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 [PRIDE] in the same manner and under the same procedures set forth in Subsections 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.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract 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, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), 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 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>.

Procurement of Recycled Products or Materials. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

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 E, "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.

AUTHORIZED COMPENSATION

It is understood and agreed that all compensation under this ITB is specifically limited to the Contractor's bid price accepted by the Commission, and to the specific procedure for payment established in this ITB and the Purchase Order executed pursuant to it. The Commission is not liable for any costs, fees, expenses or any other compensation whatsoever incurred or charged by the Contractor, other than the bid price paid for the work specifically described in the Scope of Work, which work is actually accomplished and invoiced by the Contractor subsequent to the Commission's notice to proceed (or other notice to begin work). Thus the Commission is not liable for any costs incurred or charged by the Contractor in anticipation of responding to, or performing work described in, this ITB, including but not limited to equipment or personnel procured by the Contractor in anticipation of such work. The Commission is not responsible to the Contractor for any loss or damages resulting from circumstances unforeseen at the time of publication of this ITB including, but not limited to, those resulting from a "force majeure".

INVOICING

The Contractor shall be paid upon submission of properly certified invoice(s) to the Commission after delivery and acceptance of commodities or services as expressed in writing by the Contract Manager. Invoices shall contain detail sufficient for a proper pre-audit and post-audit thereof and shall contain the purchase order/contract number and the Contractor's Federal Employer Identification Number or Social Security Number. **FAILURE TO SUPPLY INVOICE WHICH PROPERLY CORRESPONDS TO THE PURCHASE ORDER/Written AGREEMENT, MAY DELAY THE CONTRACTOR PAYMENT PROCESS.**

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. Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. An original invoice and supporting documentation shall be submitted to the Commission. 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 Accounting Office.

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 http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors 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, Purchase Order, or this contract 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 as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

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 bid, 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 bid, 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 ITB, 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 ITB contract, such agencies shall coordinate their use of this contract with the Florida Fish and Wildlife Conservation 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.
 - vi. Requests for Records; NONCOMPLIANCE – A request to inspect or copy public records relating to Commission’s contract for services must be made directly to the Commission. If the Commission does not possess the requested records, the Commission shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Commission or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the Commission’s request for records, the Commission shall enforce the contract provisions in accordance with the contract. A Contractor who fails to provide the public records to the Commission within a reasonable time may be subject to penalties under s. 119.10.
 - vii. Civil Action – If a civil action is filed against the Contractor to compel production of public records relating to the Commission’s contract for services, the court shall assess and award against the Contractor and the reasonable costs of enforcement including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor

has not complied with the request, to the Commission and to the Contractor. A notice complies if it is sent to the Commission's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the Commission's or the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

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 Agreement. 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.

CONFIDENTIALITY/PUBLIC RECORDS LAW

Bidders 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 Bidder believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Bidder 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 Bidder of all public records requests received related to documents provided by the Bidder that were marked pursuant to this paragraph. In no event shall the Bidder 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.

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., neither Party indemnifies nor insures the other Party for or on account of any copyrighted, patented, or un-patented 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 un-patented 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.

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 (FESN). 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

POSTING OF BID TABS

Bid Tabulations with Contractors identified as awarded bidders will be posted electronically as Agency Decisions on the Department of Management Services Vendor Bid System as a Public Notice. The Agency Decision may be viewed at the following site, and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes: http://vbs.dms.state.fl.us/vbs/main_menu.

Awarded Bidders are instructed not to proceed until a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice is given to the Contractor by the Commission. A company or person who proceeds prior to receiving a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice from the Commission does so without a contract and at their own risk.

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.

FWC 16/17-48
REFERENCES

A minimum of three (3) references from persons or firms for whom the bidder has performed similar jobs as per the specifications in this bid must be supplied with the bid. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the Bidder's bid. Provide a description (scope of work) of each job.

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

CONTRACTOR NAME

AUTHORIZED SIGNATURE

FWC 16/17-48
SCOPE OF WORK

PRESCRIBED BURNING APALACHICOLA RIVER WEA AND BOX-R WMA

1 SITE LOCATIONS

- 1.1 Apalachicola River Wildlife and Environmental Area (ARWEA), Franklin County, Florida. The project area is located approximately 16 miles north of East Point on the east and west side of State Road 65, on the Sand Beach Unit and Doyle Creek Unit of the ARWEA (Figures 1-2).
- 1.2 Box-R Wildlife Management Area, Franklin County, Florida. The entrance to the project area is located approximately 4.5 miles north of Hwy 98 at the intersection of Bluff Rd. (12th Street) and Pine Log Road (Figures 1 and 3). From Apalachicola turn north on 12th Street and continue until you see the Box-R WMA entrance sign.

2 GENERAL SCOPE OF WORK

- 2.1 All prescribed burning activities shall be scheduled with the Commission's Site Project Manager to ensure access to the site and to share information about hunting, logging, work projects, and other activities that may be taking place on the area.
- 2.2 Contractor shall furnish all labor, materials, equipment and such miscellaneous items as necessary to complete the prescribed burn activities in accordance with the specifications contained herein.
- 2.3 The Contractor shall furnish sufficient personnel and equipment to burn an entire burn unit in the time allowed by the Florida Forest Service, Certified Prescribed Burn standards.
- 2.4 Contractor shall remove all extraneous materials, equipment and litter associated with the project from the area before final payment will be awarded. It is the responsibility of the Contractor to see that the area is cleaned upon completion of the project.
- 2.5 Any damage to existing state or county property (i.e. roads, culverts, low water crossings, fences, gates, signs, or natural resources) caused by the Contractor and not within the scope of the project work will be the responsibility of the Contractor.
- 2.6 Equipment shall be thoroughly cleaned of all vegetable debris before entering or re-entering the area to reduce the spread of invasive exotic vegetation. The Commission reserves the right to inspect equipment prior to its use on the area.
- 2.7 In the event historical or cultural artifacts are uncovered during site preparation or burning activities, the Contractor shall immediately halt activities within that area and notify the Site Project Manager.

3 SERVICES

- 3.1 Prescribed burning services will be completed on approximately 2,568 acres with varying degrees of fuel loads on Apalachicola River WEA (768 acres) and Box-R WMA (1800 acres), during year one (1) of the initial term of the contract. It is anticipated that funding will be available in year two (2) and three (3) of the initial term, but the level of funding is unknown at this time. Additional renewal years will be dependent on funding availability as well need for services and

must be mutually agreed upon by the Commission Site Project Manager and the Contractor. Work may occur on any portion of the either area deemed necessary by the Commission's Site Project Manager and agreed upon by the Contractor on an annual basis. Funding and need of services is anticipated to continue for the duration of the contract. A prioritized list of the burn units, for each project area, will be provided to the Contractor upon execution of a purchase order each fiscal year throughout the duration of the project.

- 3.2 The Contractor shall be responsible for becoming familiar with each burn unit, writing burn prescription which will be approved by the Commission's Site Project Manager for the specific area to be burned, obtaining burn permits from the Florida Forest Service (FFS), safely burning the units, mopping up, monitoring and declaring the fires out.
- 3.3 The Contractor shall also be responsible for contacting adjacent property owners for access to their property if necessary to safely and efficiently complete planned prescribed burns.
- 3.4 The contractor shall provide all firefighting equipment and not be dependent on the Florida Forest Service (FFS) standby. Contractor shall maintain a Prescribed Burn Manager Certification by the State of Florida, Florida Forest Service and compliance with all Certified Burner Statutes (FS 590.125, FAC 5I-2, etc.). The contractor shall have at minimum one (1) Type VI engine (or equivalent) and one (1) Type III Forestry Grade tractor/plow on site during all burn operations.
- 3.5 The Commission will not participate in any component of the Contractor's prescribed burn.
- 3.6 The burn boss shall certify that the current and forecasted weather conditions meet each of the approved parameter ranges and that all other necessary factors are met prior to ignition. Spot weather forecasts for the nearest locations to the burn site shall be issued the day of the burn.
- 3.7 All contract personnel on burn site must be equipped with and using the minimum personal protective equipment (e.g., Nomex fire pants and shirt, wildland fire hard hat, leather boots (8" Lace-up min.), leather gloves, eye protection, and approved fire shelter). All contract burn personnel must have 2-way radio communication with the burn boss and the required suppression equipment at all times during the burn. Burn boss must carry a working cell phone or other mode of communication in order to contact FFS or other emergency personnel if needed. All burn personnel must have a fire shelter and be in immediate possession (within arm's length) of his or her fire shelter at all times during the burn.
- 3.8 All required personnel, equipment, firebreaks, notifications and permits as established by law shall be accounted for prior to ignition.
- 3.9 All necessary fire lines will be refreshed by the Contractor prior to conducting prescribed burns, as determined by the appropriate Site Project Manager. The Contractor will be responsible to rehabilitate all firebreaks. No new firebreaks will be constructed by the Contractor without prior written approval from the FWC Site Project Manager.
- 3.10 In order to ensure that burn units are completed on a basis of priority rather than according to difficulty of burn, upon execution of the contract, the Contractor will be provided a set of Task Lists for each area. Prescribed burning will be completed in the order as indicated by each Task List supplied (Exhibit C). Contractors will be given one (1) Task List at a time for each area, when all burns within the Task List are completed subsequent Task Lists will be provided. Task Lists and burn units included herein shall be burned during the initial year of the contract, unless unable to do so due to weather constraints or other issues beyond the Contractor's control. Should the Contractor be unable to conduct all prescribed burns on a site's Task List within the initial year of the contract, the remaining units will be burned during the following year, should

funding be available and within the term of the contract. New Task Lists will be given at the start of each FY (June of the subsequent year) should the contract be renewed.

- 3.11 Contractor and Commission's Site Project Manager for each area will agree to the priority and schedule of the burn units based on weather and fuel conditions for each area.
- 3.12 Draft burn prescriptions shall be delivered to and approved by the Site Project Manager for the respective area at least one week prior to the scheduled burn. A smoke screening map must be provided with the draft burn prescription for approval by the Site Project Manager.
- 3.13 The Contractor shall prepare and supply to the Commission's Site Project Manager a final burn prescription for each area on the day of burn. The burn prescription shall include, but is not limited to, burn authorization number, maximum temperature, wind direction, wind speed, minimum relative humidity (RH), mixing height, transport wind direction, transport wind speed, dispersion range (day time and night time), fine fuel moisture, days since rain (greater than 0.5 inches), smoke management (including smoke screening map), contingency plan, and map of burn unit(s) to be burned. A blank sample burn prescription is attached in Exhibit A.
- 3.14 Contractor shall provide the Commission with a post-burn evaluation in which details are generated regarding the burn within 1 week of the completion of the burn. The post-burn evaluation must include, but not be limited to, burn unit name, number of acres in burn unit, percent of each burn unit actually burned, hour burn started, hour active burn completed, time and date burn was declared out, objective of burn (i.e., fuel reduction, wildlife, site prep, etc.), whether the burn is expected to achieve habitat management, silvicultural, or fuel reduction objectives, main firing techniques utilized, ignition method, estimated intensity of the burn, % crown scorch, and include any mop-up and smoke related problems that may have occurred. A blank post-burn evaluation is attached in Exhibit B. Contractor shall also include with the post-burn evaluation whether all aspects of the prescribed burn were conducted within the prescription, main fuel types, actual spot weather conditions on the burn site during the ignition phase of the burn, and hourly weather observations recorded during the ignition phase of the burn.
- 3.15 Prescribed burning will occur either during November-March (dormant season) or April-June (growing season), as directed by the Site Project Manager. The actual dates will be based on weather condition, and fuel conditions as written in the burn plan, in addition to, prior approval by the Commission. Contractor shall notify the Commission's Site Project Manager for each area at least 2 days prior to the estimated burn date.
- 3.16 Prescribed burns will be conducted for ecological restoration and fuel reduction purposes.
- 3.17 Adequate equipment (as required by FFS's fire danger level) and personnel must be maintained on the site while burning operations are in progress and while any risk of escape exists. The Contractor is fully responsible for the training and safety of all personnel participating in prescribed burning on the property. The Contractor is responsible for providing all proper personal safety equipment and ensuring said equipment is used properly. The Contractor must be able to provide adequate fire-suppression equipment (either directly or via subcontract) to support all prescribed burns, and said equipment must be fully operational and on site for the entire duration of the prescribed burn. The "burn boss" must be onsite during the entire ignition phase of the burn and until all spreading fire is extinguished.
- 3.18 In the event of an escape fire, FFS must be notified as soon as possible, followed by the Commission's Site Project Manager for the respective area. The Contractor shall be responsible for all suppression and mitigation costs including costs to rehab the escape unit and will have 30 days to begin rehabilitation efforts to the Commission's guidelines.

- 3.19 Any areas burned as a result of an escape fire and not intended to burn per assigned Task List, will not be compensated.
- 3.20 Contractor must ensure to the greatest extent possible, that smoke sensitive areas are not impacted. Contractor must abide by “Parameter Standards” as established in this contract and according to Florida Statutes (FS) Chapter 590.125(3) “Certified Prescribed Burner”, and Florida Administrative Code (FAC) 5I.2.006(2) “Open Burning for Certified Burn Managers” (Table 2).
- 3.21 Contractor must provide on the day of burn, approved Department of Transportation (DOT) “Smoke” signs and place on any highways or main paved roads in the vicinity of burn site, especially those sites likely to be affected by smoke. Contact FL DOT or contractor Broad Spectrum (Zone Superintendent Benny Jacobs, (850)544-4023), before placing any signs on US, State or County Roads. Contractor should contact Broad Spectrum whenever burning adjacent to US 98 or SR 65.
- 3.22 The Contractor shall follow and adhere to all standards for mop-up and declaring the fire out as specified in the burn plan. If the prescribed fire rekindles after the fire is declared out, then the Contractor will be responsible for extinguishing and/or monitoring the fire based on Florida Forest Service and FWC directives. Smoke signs will be reposted along roadways that are likely to be affected by smoke until all visible smoke is extinguished.
- 3.23 If prescribed burning will be conducted when area users are likely to be in the field (e.g., hunting seasons), the Contractor must post a notice at designated entrances near burn area and at Box-R WMA check station at least one (1) week prior to burn date. Notice must include, but is not limited to, burn date, and map of burn area. During the day of burn, the Contractor shall inspect the perimeter of the burn unit for vehicles or other such sign that may be indicative of users within the burn area. If it is determined that individuals may be within the burn area, then ignition shall not take place until verification is made that all individuals are out of the area.
- 3.24 Contractor must use the following standards for burns:
- 3.24.1 Ignition – Preferred ignition techniques will be based on stand characteristics and agreed upon at pre-burn meeting, preferred techniques include backing, strip-head, flanking, spot-head and head firing unless otherwise discussed in pre-burn meeting
 - 3.24.2 Containment and mopping up – After the ignition/suppression phase has been completed the burn mop-up standards will be as follows; (1) extinguish all visible flames within 100 feet of any paved County Road, State Road or US Highway, and within 50 feet of any WMA/WEA roads, or perimeter firelines and boundaries, (2) all spreading fire will be extinguished by 1 hour after official sunset, (3) burn out or isolate unburned fuels within the burn unit adjacent to firelines/roads, (4) inspect aerial fuels and snags along perimeter firelines/roads, fell snags away from firelines/roads if necessary and, (5) re-inspect and clean out all firelines. There will be a conscientious effort to mop-up all snags, stumps, logs, unburned fuel, and burning peat/duff within 100 feet of any paved County Road, State Road or US Highway to prevent residual smoke problems, reduce tree mortality and escape potential following the burn.
 - 3.24.3 Declaring the fire out – The fire will be declared out when the following standards are met; (1) mop-up has been completed and meets standards, (2) no combustion observed within burn unit or spotovers for one (1) week and, (3) firelines are in satisfactory condition.
 - 3.24.4 Monitoring the fire – Monitoring the burn unit will begin immediately following the burn and continue for several days, additional mop-up will be conducted as necessary

to reduce tree mortality and escape potential as well as prevent smoke impacts to paved County Roads, State Roads or US Highways. Daily monitoring of the fire must occur during strong winds and/or low humidity events during active burning and until the fire is declared out.

3.24.5 **Firelines** – Depending on fuel loads and habitat type, firelines shall consist of a minimum 8 foot wide disk line to mineral soil. All fireline preparation shall be approved by the Commission prior to preparation. At the Contractor's expense and with prior approval of the Commission Site Project manager, the Contractor may conduct additional mechanical treatments to reduce fuel loads in burn areas or along firelines. No new firelines may be constructed without prior written approval from the Ste Project Manager.

3.25 Failure to conduct a controlled burn during any 30-day period when weather conditions are consistent with approved prescriptions on at least five (5) days will result in notification (via certified letter) to the Contractor that his/her performance is unsatisfactory. The contract will be canceled by the Commission for non-performance if an additional 14-day period occurs without controlled burning operations when weather conditions are consistent with approved prescriptions on at least three (3) days.

FLORIDA CERTIFIED BURN MANAGER

The vendor shall have a Florida Certified Burn Manager (burn boss) to plan, coordinate, and manage the burn. The contractor's burn boss will write the burn plan and obtain burn authorization from the Florida Forest Service the day of the burn. The prescribed burn plan shall be in accordance with Florida Statutes (FS) Chapter 590.125(3) "Certified Prescribed Burner", and Florida Administrative Code (FAC) 5I.2.006(2) "Open Burning for Certified Burn Managers".

The Florida Certified Burn Manager shall have **at least 3 years' experience** managing prescribed fire in the state of Florida and be a Florida Certified Burn Manager as per Florida Statutes and other requirements per contract language (i.e., successful completion of S-130, S-190, and **Florida Certified Prescribed Burn Manager Training and participated on at least 10 prescribed burns**).

The Florida Certified Burn Manager in addition to having successfully completed S-130 (Basic Wildland Fire Fighting), S-190 (Wildland Fire Behavior), Florida Certified Prescribed Burn Manager Training have been burn manager ("burn boss") on **at least 10 prescribed burns**, and must be present on site at all times during the burn operations. Additional burn personnel must at a minimum have successfully completed S-130 and S-190 or the Florida Certified Prescribed Burn Manager Training. Documentation of successful completion of fire training will be provided to the Project Coordinator within fifteen (15) calendar days after execution of the contract.

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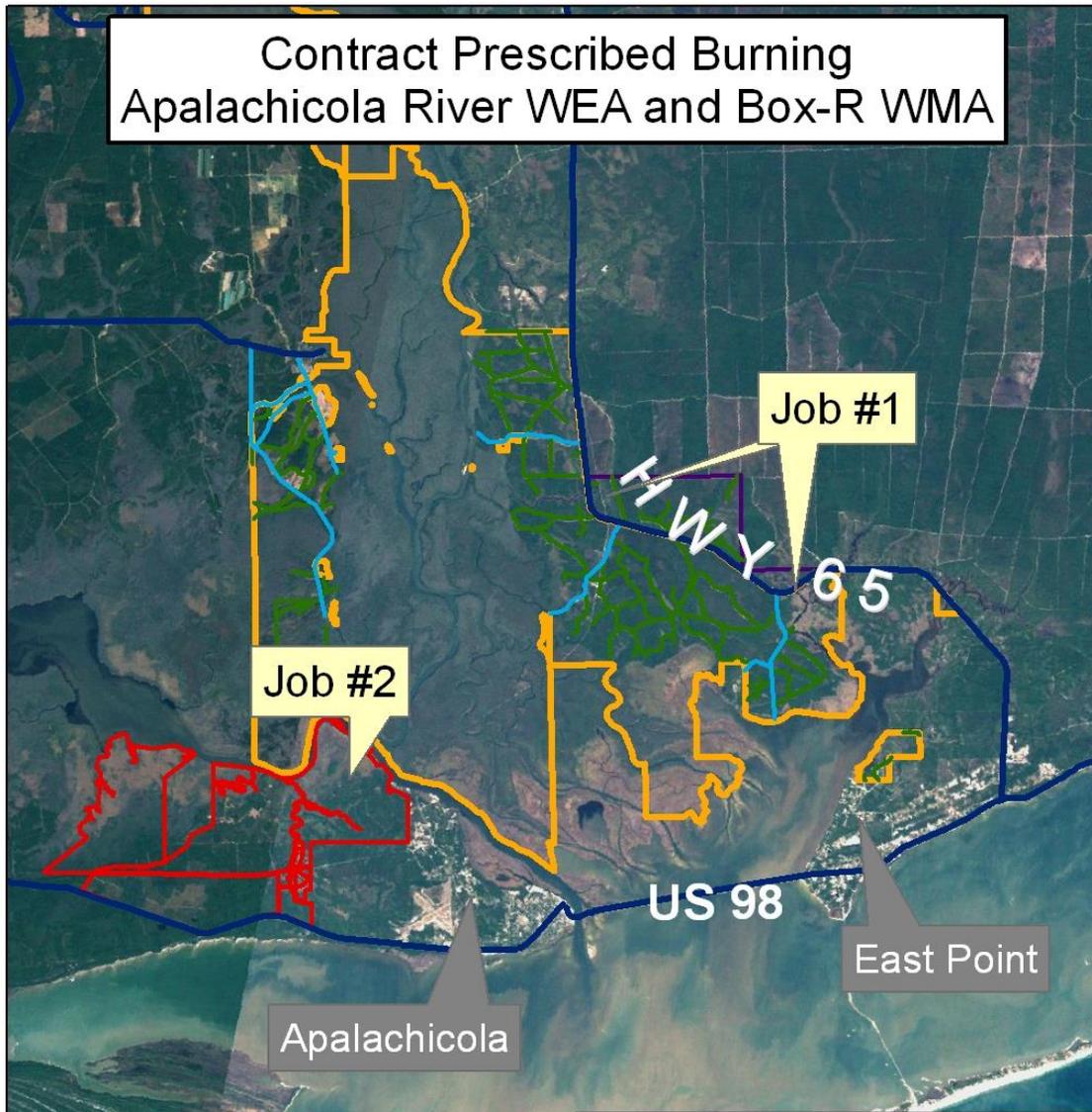
Prescribed Burning Parameter Standards
FWC 16/17-48

Table 2

Prescribed burning Parameter Standards for FWC managed areas, burn parameters adapted from Florida Forest Service Prescribed Fire Standards for State Lands and Contract Burning.

Parameter	Narrative
Relative Humidity (RH)	<ul style="list-style-type: none"> ✓ RH ≥ 30% no restrictions ✓ RH < 30% requires FFS approval
Wind Speed	<ul style="list-style-type: none"> ✓ Maximum forecast 20 ft wind speed is 20 mph ✓ Wind speed < 15 mph no restriction ✓ Wind speed 15-20 mph FFS approval
Dispersion Index (DI)	<ul style="list-style-type: none"> ✓ 70 Maximum ✓ 24 Minimum daytime ✓ > 6 night time
KBDI	<ul style="list-style-type: none"> ✓ <500 no restriction ✓ 500-600 FFS approval
Days Since Rain	<ul style="list-style-type: none"> ✓ KBDI <300 – days since last rain can be ignored ✓ KBDI 301-499 – 10 day maximum ✓ KBDI 500-599 – 5 day maximum
Temperature	<ul style="list-style-type: none"> ✓ 95° F maximum ✓ 90° F in pine flatwoods with mature planted pine (un-thinned) canopy
Smoke Management	<ul style="list-style-type: none"> ✓ 9 mph minimum transport wind speed ✓ 1,700 ft minimum mixing height
Crew Training and Certifications (separate qualifications for burn boss and burn crew; see above specifications)	<ul style="list-style-type: none"> ✓ Burn boss on all Commission burns will be a certified prescribed burner and have successfully completed the Florida Certified Prescribed Burn Manager Training
Post Burn Evaluation	<ul style="list-style-type: none"> ✓ All burns will be evaluated within one (1) week post-burn by the Area's Site Project Manager or designee to determine if burn objectives were met

Contract Prescribed Burning Apalachicola River WEA and Box-R WMA



Legend

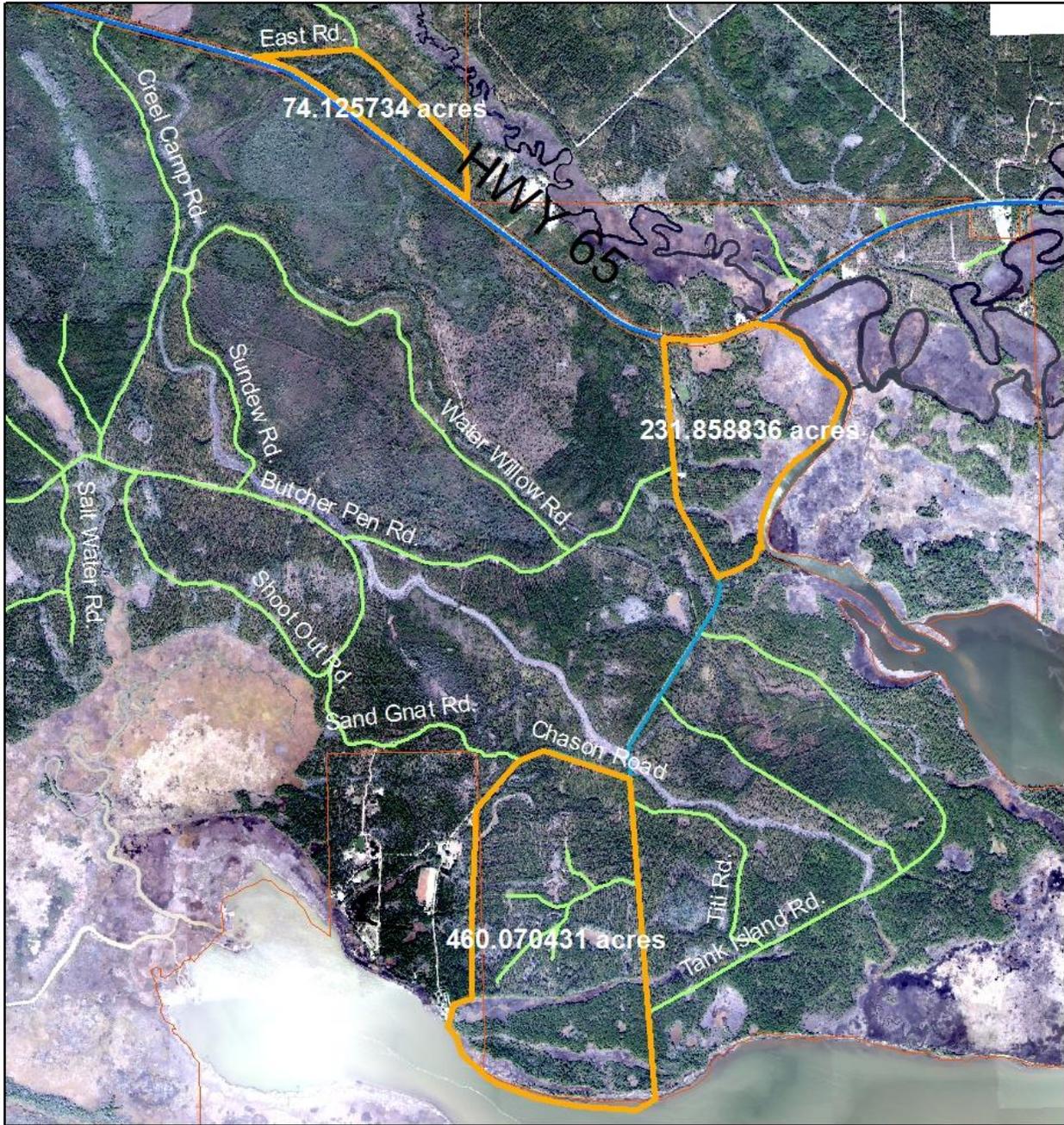
- Paved Roads
- County Maintained Roads
- FWC Maintained Roads

FWC_managed_areas

MANAME

- Apalachicola River WEA
- Box-R WMA
- Apalachicola River WEA (Doyle Creek Tract)

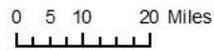
Apalachicola River WEA



Notes



Map Prepared By:
Matthew Hortman
8/24/2016



Legend

- 1617 Contract Burns Proposed
- Paved Roads
- County Maintined Roads
- FWC Maintained Roads
- ARWEA Boundary

BOX-R WILDLIFE MANAGEMENT AREA CONTRACTED PRESCRIBED BURNS FY 2016-17 APPROXIMATELY 1800 ACRES

PRECISE ACREAGES WILL BE DETERMINED BY WHAT ACTUALLY BURNS

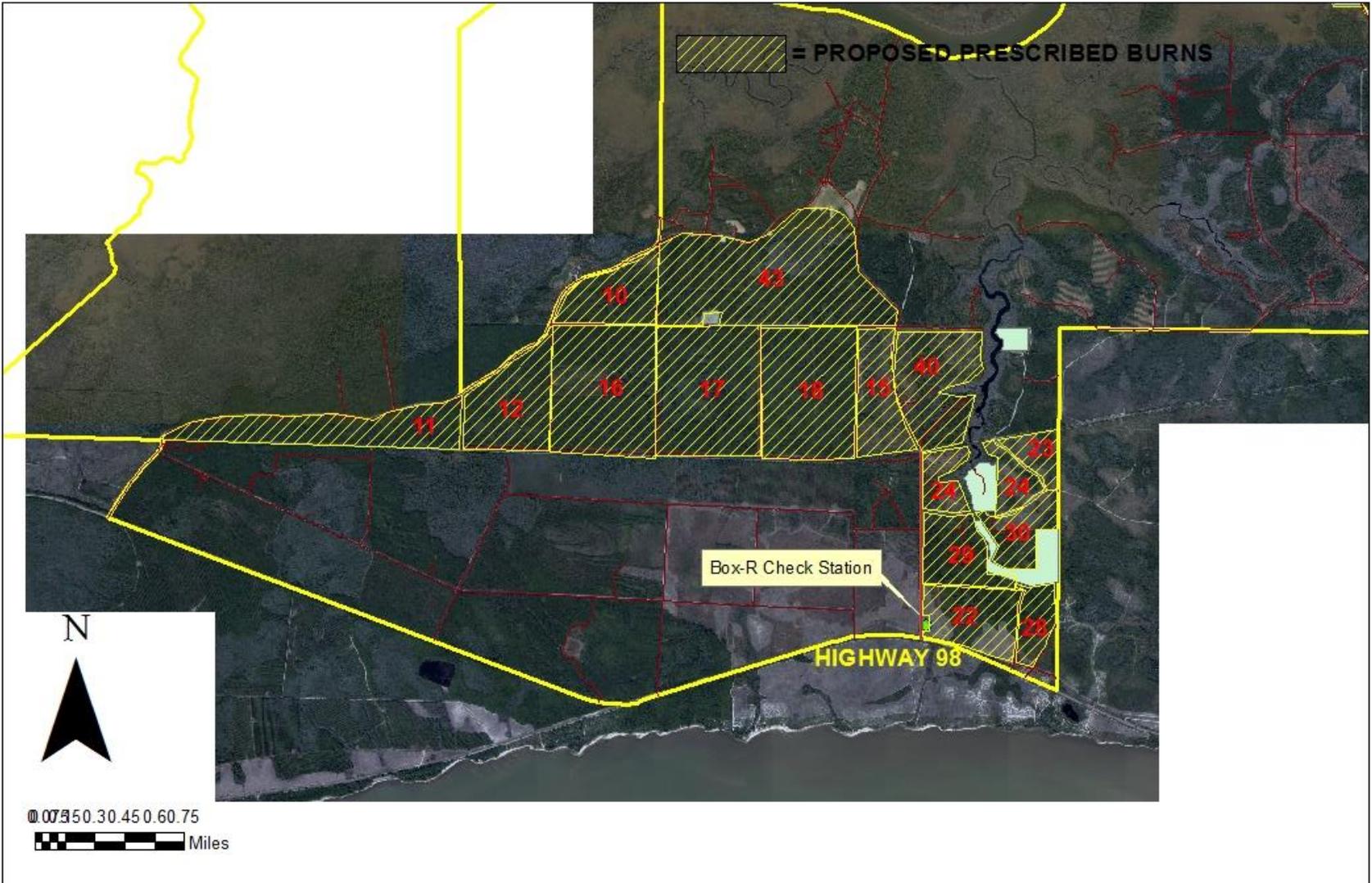


Figure 3. Box-R WMA Bluff Tract Burns



PRESCRIBED BURN PLAN

District:
Tallahassee
Customer #:

Authorization #:
Authorization Date:
Authorization Period:

Site:			
Landowner:		Landowner #:	
Address:			
Phone:	County:	Previous Burn Date:	
Units:			
Township:	Range:	Section:	
Acres to burn:		Distance to Plow: ___ miles of firebreak disked	

<u>Stand Description</u>	
Overstory Type:	
Height to Bottom of Crown:	Basal Area:
Understory Type:	
Fuel Description:	
Topography:	
Purpose of Burn:	
Intensity Desired:	Fire Line Intensity: _____ BTU/FT/S
Firing Techniques:	
Ignition Method:	
Maximum Scorch Acceptable:	
Flame Length: _____ feet	
Rate of Spread: _____ chains/hr.	
Mop-Up Specifications:	
Personnel Needs:	
Equipment Needs:	
Passed Smoke Screening?	
Smoke Sensitive Areas:	
Special Precautions:	
Adjacent Landowners to Notify:	

PRE-BURN	BURN	POST BURN
WEATHER FACTORS	PREFERRED	ACTUAL
Surface Winds		
Transport Winds		
Minimum Mixing Height		
Dispersion Index (Day)		
Dispersion Index (Night)		
Relative Humidity		
Maximum Temperature		
Fine Fuel Moisture		
Starting Time		
Burn Technique		
Days Since Rain:	Date Burned:	
EVALUATION & MONITORING		
PRE-BURN	BURN	POST BURN
		See attachments

PRE-BURN CHECKLIST

BURN MANAGER: Initial each item to indicate compliance.

- _____ All prescription requisites met (preparation and day of burn)
- _____ Authorization obtained
- _____ Adjacent landowners notified
- _____ Local contacts made day of burn to advise
- _____ Smoke screening performed and documented
- _____ All equipment required on scene and fully operational
- _____ Each crew member has proper personal gear and clothing
- _____ Smoke on the Highway signs in place, if needed
- _____ Test burn performed and fire behavior within expectations.

- _____ Objectives of burn
- _____ Acreage of burn
- _____ Hazards discussed
- _____ Crew assignments made
- _____ Ignition technique and pattern / Holding methods
- _____ Location of extra equipment, fuel, water, vehicle keys
- _____ Authority and communications
- _____ Contingencies covered including escape routes and procedures
- _____ Sources of nearest assistance
- _____ Special instructions regarding smoke management, contact with public and others
- _____ Questions?
- _____ Crew members given opportunity to decline participation

Prescription Prepared by:

Certification Number:

Title:

Date:

Signature:

Burn Manager:

Burn Boss Final Evaluation/Summary

Burn Unit Name _____ Actual Date(s) Burned _____

Burn Authorization # _____ FFS Customer # _____

Time Burn Started _____ Time Active Burn Completed _____

Burn Objective _____ Burn Objective Met? _____

Acres in Burn Unit _____ Actual Acreage Burned _____

Firing Technique _____ Ignition Method _____

Estimated Fire Intensity _____ Time and Date Burn Declared Out _____

Any Escapes? _____ Number of Escapes _____ Acreage Involved; _____

Any Smoke Problems? _____ Additional Mop-up? _____

Any Live Crown Consumption due to Torching _____ Where? _____

% of Area with Crown Scorch: 5-25% _____; 26-50% _____; 51-75% _____; 76%+ _____

Estimated % Understory Vegetation Consumed: _____ Any Organic Soil Burn? _____

Any Unburned or Unburnable Portions? _____ Where? _____

Any Adverse Publicity, etc? _____

Have all constructed firebreaks and firelines been rehabilitated? _____

Additional Comments? _____

Burn Boss Signature: _____ Date: _____

Attach Map or Sketch of Prescribed Burn Area

Example Task List

Task Assignment - Apalachicola River Wildlife and Environmental Area

Priority	Tract Name	Acreage	Comments
1	Sand Beach Tract	46.1	39.3 and 6.8 acre block combined (Fig. 2)
2	Sand Beach Tract	230.7	One single block, cannot break up into smaller units (Fig. 2)
3	Doyle Creek Tract	229.6	Can be broken into smaller units if needed (Fig. 3)

Task Assignment – Box-R Wildlife Management Area

Priority	Tract Name	Acreage	Comments
1	37	72	Figure 4
2	32	67	Figure 4
3	34	101	Figure 4
4	33	104	Figure 4
5	35	183	Figure 4
6	31	90	Figure 4
7	27	173	Figure 4

**FWC 16/17-48
PRICE SHEET**

CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY.

Price quoted shall not contain any Federal or State sales or use taxes. The bidder recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Quoted price shall include all necessary items to complete the project.

THIS IS A MULTIPLE AWARD BID. ALL ITEMS FOR EACH JOB SHALL BE BID, OR THE BID WILL BE REJECTED. THE BID WILL BE AWARDED TO THE THREE (3) RESPONSIVE, RESPONSIBLE BIDDER(S) THAT SUBMITS THE LOWEST TOTAL PRICE FOR EACH JOB. THE PRIORITY FOR EACH JOB SHALL REMAIN WITH THE LOWEST BIDDERS FOR EACH JOB. NO WORK IS GARANTEED TO THE SECOND AND THIRD LOWEST BIDDER FOR EACH JOB ONLY THE OPTION TO USE THEM IF NEEDED. PURSUANT TO SECTIONS 287.057(1)(a)1., AND 287.057(1)(a)2., FLORIDA STATUTES EACH CONTRACTOR SHALL SUPPLY A PRICE FOR EACH YEAR THAT A CONTRACT MAY BE RENEWED. (SEE RENEWAL CLAUSE).

JOB # 1 – PRESCRIBED BURNING APALACHICOLA RIVER WEA

PER ACRE (INITIAL TERM)	\$ _____	(1)
PER ACRE (RENEWAL YEAR 1)	\$ _____	(2)
PER ACRE (RENEWAL YEAR 2)	\$ _____	(3)
PER ACRE (RENEWAL YEAR 3)	\$ _____	(4)

JOB #1 TOTAL PRICE(ADD 1, 2, 3 AND 4 TOGETHER) \$ _____

JOB # 2 – PRESCRIBED BURNING BOX-R WMA

PER ACRE (INITIAL TERM)	\$ _____	(1)
PER ACRE (RENEWAL YEAR 1)	\$ _____	(2)
PER ACRE (RENEWAL YEAR 2)	\$ _____	(3)
PER ACRE (RENEWAL YEAR 3)	\$ _____	(4)

JOB #2 TOTAL PRICE (ADD 1, 2, 3 AND 4 TOGETHER) \$ _____

BY SIGNING BELOW I ATTEST THAT I HAVE READ THE ENTIRE BID 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 _____ Fax _____

Signed _____ City/State/Zip _____

Print Name _____ Telephone _____

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FWC 16/17-48
ATTACHMENT A
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 60A1.031, 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.

F. Automated Clearing House (ACH)

To make transaction fee payments, contractors can register for debit ACH at http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/forms_for_vendors 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.

G. 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.

Section 4. Liability.

A 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.

B 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 **\$100,000.00** per accident,

\$100,000.00 per person, and **\$500,000.00** 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.

C. 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 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.

D. Insurance Required for Performance.

During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work.

E. 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 five (5) days of the execution date of the Contract, 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.

F. 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.

G. 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.

Section 5. Compliance with Laws.

A. 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.

B. 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.

C. 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.

D. 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.

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.

Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the Agency will be owned by the State of Florida through the Agency at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency controlled intellectual property right shall be handled in the manner specified by applicable state statute.

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. Subcontractors and Assignments.

A. Subcontractors.

If Contractor is authorized to subcontract, Contractor shall ensure, and provide assurances to the Commission's Contract Manager 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's Contract Manager 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 available to the Commission's Contract Manager upon request. 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. If subcontracting is permitted, 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 venturer, or partner of the State of Florida.

B. Contractor Payments to Subcontractor.

If subcontracting is permitted, 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.

C. 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 7. 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 8. 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.

If a Purchase Order Change Order is required for any portion of any job, the Contractor shall not commence to purchase materials for the amended work to be performed, nor proceed with the outlined duties described without prior written approval and receiving a revised copy of the approved Purchase Order in his/her possession. The contractor shall request in writing, a change order, outlining the reasons, and the itemized costs required

for the change order. 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 unless substitutions are permitted in Scope of Work.

I. MISCELLANEOUS.

No firearms, alcohol or illegal substances are allowed on any Commission project site. Neither the Contractor nor any of its employees may possess firearms or alcohol while on the job site. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while within the project area.

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**FWC 16/17-48
ATTACHMENT B**

Site Visit Mandatory Attestation-Individual Bidder Attendance

The undersigned, having visited the sites associated with the specifications contained herein attest to the following:

“We have examined the sites associated with the specifications contained herein and have familiarized ourselves with the site(s), site conditions, and have examined carefully the extent of the work needed.”

BIDDER NAME

AUTHORIZED SIGNATURE

Date

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FWC 16/17-48
ATTACHMENT C
IDENTICAL TIE BIDS / DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- D. In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR NAME

AUTHORIZED SIGNATURE

FWC 16/17-48
ATTACHMENT D
FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION
CERTIFICATES OF CONTRACT COMPLETION

Project: _____
Contractor: _____
Contract # or PO #: _____
FEID #: _____
(Or Social Security #)
Contract Date: _____ Total Amount \$ _____

CONTRACTOR'S AFFIDAVIT

I solemnly swear (or affirm): That the work under the above-named contract and all amendments thereto have been satisfactorily completed; that all amounts payable for materials, labor and other charges against project have been paid; that no liens have been attached against the project; that no suits are pending by reason of work on the project under the contract; that all Workers' Compensation claims are covered by Workers' Compensation Insurance as required by law; and that all public liability claims are covered by insurance. 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 this Contract have been paid in full accordance with their terms and conditions.

CONTRACTOR

Name:
Title:
Date:

NOTARY

STATE OF:
COUNTY OF:

Personally appeared before me this _____ day of _____, 20____,
_____, known (or
made known) to me to be

the

(Owner) (Partner) (Corporate Officer-
give title)

of _____, Contractor (s),
who subscribed and swore to the above instrument in my presence.

Personally known _____ Or Produced

Identification _____
(Seal)

Notary Public

Type of Identification Produced

Type Name:
My Commission Expires:

COMMISSION'S CERTIFICATION

I certify: That, to the best of my knowledge and belief, the work on the above named project has been satisfactorily completed under terms and conditions of the contract.

Contract Manager: _____ Division/Office: _____

Signature: _____ Title: _____

Date: _____

FWC 16/17-48
ATTACHMENT E
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, 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,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, Contractor will report the conviction, in writing, within 10 calendar days of the conviction, to the Commission When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

E. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Contractor also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

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

By signing below, Contractor certifies the representations outlined in parts A through E above are true and correct.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)

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