



**FLORIDA FISH AND WILDLIFE CONSERVATION  
COMMISSION**

**REQUEST FOR PROPOSAL**

**FWC 09/10-74**

**UPLAND INVASIVE EXOTIC PLANT CONTROL**

**Jeri Bailey, Procurement Manager**

620 S. Meridian Street, Room 364

Tallahassee, Fl. 32399

Telephone: (850) 488-3427

E-mail: [jeri.bailey@myfwc.com](mailto:jeri.bailey@myfwc.com)

**Greg Jubinsky, Project Manager**

3900 Commonwealth Blvd. MS 705

Tallahassee, Fl. 32399

Telephone: (850) 245-2814

E-mail: [greg.jubinsky@myfwc.com](mailto:greg.jubinsky@myfwc.com)

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
REQUEST FOR PROPOSAL (RFP)  
FWC 09/10-74

UPLAND INVASIVE EXOTIC PLANT CONTROL  
RESPONDENT ACKNOWLEDGMENT FORM

\*\*\*\*\*  
\*\*\*\*\*

Vendor Name: \_\_\_\_\_

Vendor Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal Employer Identification Number (FEID): \_\_\_\_\_

I certify that this RFP response is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same professional services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this acknowledgement for the respondent.

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

**SUBMIT RFP RESPONSE TO:**

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
**PURCHASING OFFICE, ROOM 364**  
**620 SOUTH MERIDIAN STREET**  
**TALLAHASSEE, FLORIDA 32399-1600**  
PHONE: (850) 488-3427

RFP RESPONSES WILL BE OPENED AT **2:00 P.M.**, EASTERN TIME  
ON **APRIL 7, 2010**

Contents

1. Definitions.
2. Purchase Orders.
3. Product Version.
4. Price Changes Applicable only to Term Contracts.
5. Additional Quantities.
6. Packaging.
7. Inspection at Contractor's Site.
8. Safety Standards.
9. Americans with Disabilities Act.
10. Literature.
11. Transportation and Delivery.
12. Installation.
13. Risk of Loss.
14. Transaction Fee.
15. Invoicing and Payment.
16. Taxes.
17. Governmental Restrictions.
18. Lobbying and Integrity.
19. Indemnification.
20. Limitation of Liability.
21. Suspension of Work.
22. Termination for Convenience.
23. Termination for Cause.
24. Force Majeure, Notice of Delay, and No Damages for Delay.
25. Changes.
26. Renewal.
27. Purchase Order Duration.
28. Advertising.
29. Assignment.
30. Antitrust Assignment
31. Dispute Resolution.
32. Employees, Subcontractors, and Agents.
33. Security and Confidentiality.
34. Contractor Employees, Subcontractors, and Other Agents.
35. Insurance Requirements.
36. Warranty of Authority.
37. Warranty of Ability to Perform.
38. Notices.
39. Leases and Installment Purchases.
40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).
41. Products Available from the Blind or Other Handicapped.
42. Modification of Terms.
43. Cooperative Purchasing.
44. Waiver.
45. Annual Appropriations.
46. Execution in Counterparts.
47. Severability.

1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (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.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(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 agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on 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 any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or 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 Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dliis.dos.state.fl.us/barm/genschedules/gensched.htm>). 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. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The 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 Customers, 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 the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term 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 of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in

default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the

Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. 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 Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State 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 a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type 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. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal

government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "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>.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

PUR1000 (10/06)  
60A-1.002, F.A.C.

State of Florida  
PUR 1001  
General Instructions to Respondents

Contents

1. DEFINITIONS.
2. GENERAL INSTRUCTIONS.
3. ELECTRONIC SUBMISSION OF RESPONSES.
4. TERMS AND CONDITIONS.
5. QUESTIONS.
6. CONFLICT OF INTEREST.
7. CONVICTED VENDORS.
8. DISCRIMINATORY VENDORS.
9. RESPONDENT'S REPRESENTATION AND AUTHORIZATION.
10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.
11. PERFORMANCE QUALIFICATIONS.
12. PUBLIC OPENING.
13. ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD.
14. FIRM RESPONSE.
15. CLARIFICATIONS/REVISIONS.
16. MINOR IRREGULARITIES/RIGHT TO REJECT.
17. CONTRACT FORMATION.
18. CONTRACT OVERLAP.
19. PUBLIC RECORDS.
20. PROTESTS.
21. Limitation on Vendor Contact with Agency During Solicitation Period

1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- (a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- (b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
- (c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
- (d) "Response" means the material submitted by the respondent in answering the solicitation.
- (e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent's Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

10. Manufacturer's Name and Approved Equivalents. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at [http://fcn.state.fl.us/owa\\_vbs/owa/vbs\\_www.main\\_menu](http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu). If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public

records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

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

PUR 1001 (10/06)  
60A-1.002(7), F.A.C

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
REQUEST FOR PROPOSAL (RFP)  
UPLAND INVASIVE EXOTIC PLANT CONTROL  
FWC 09/10- 74**

**Purpose**

The intent of this RFP is to obtain competitive pricing for all labor, equipment, and herbicides for the control of invasive upland exotic plants on public conservation lands, or other available lands, within the State of Florida, per the specifications contained herein. All services shall be performed in accordance with the Scope of Services outlined on page\_\_\_ of this RFP. Upland exotic plant control services will be provided by the selected contractor(s) on a Work Order basis.

A vendor submitting a response must be registered in the MyFloridaMarketPlace (MFMP) system prior to the opening (see VENDOR REGISTRATION clause). A vendor may not be considered for an award, if not registered in the MFMP system. The vendor's MFMP registration address and federal employer identification (FEID) number should match the vendor's address and FEID number listed on the Respondent Acknowledgment form.

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 RFP process.

**REQUEST FOR PROPOSAL CALENDAR OF EVENTS**

<b>SCHEDULE</b>	<b>DUE DATE</b>	<b>METHOD</b>
RFP Advertised	March 1, 2010	<b>Vendor Bid System</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Deadline for vendor questions to be submitted in writing	<b>March 17, 2010</b>	See "Questions" clause
Answers to questions issued in Addendum	March 24, 2010	<b>Posted electronically via the Vendor Bid System:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
<b>SEALED PROPOSAL DUE AND OPENED</b> (make sure RFP Number is clearly marked on envelope)	Must be received <b>PRIOR</b> to: <b>April 7, 2010</b> @ <b>2:00 p.m.</b>	<b>Submit to:</b> Florida Fish & Wildlife Conservation Commission Attn: Purchasing 620 S. Meridian St., Room 364 Tallahassee, Florida 32399-1600
Response evaluations	April 12, 2010 to April 16, 2010	See "Evaluation Criteria" clause
Posting of Response Rankings and of Intent to Award	April 23, 2010	<b>Posted electronically via the Vendor Bid System:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## **TERM**

The contract will be effective for a period of three (3) years from the date of award.

Services shall be completed by the contractor(s) by the Completion Date stated on the task assignment (Direct Order). If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the contractor's control, the contractor may request in writing an extension of Completion Date. The Project Manager, upon review of the extension request, will determine and approve if the extension can be made.

## **RENEWAL**

At the option of the Commission, this contract may be renewed on a yearly basis for a period up to three (3) years after the initial contract and the amount may be increased by up to five percent (5%) based upon the Consumer Price Index, over the previous contract amount with terms and conditions agreeable to both parties, and that renewal shall be contingent upon a satisfactory performance evaluation by the Commission and subject to availability of funds.

## **TERMS AND CONDITIONS**

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

## **CONDITIONS AND SPECIFICATIONS**

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

## **NUMBER OF AWARDS**

The Commission anticipates the issuance of multiple contracts per region as a result of this RFP. The Commission, at its sole discretion, shall make this determination. In the event that selected contractors for any of the regions are unable to respond for a particular task assignment, or in the event that special equipment or expertise is needed for a particular site, the Commission reserves the right to issue a task assignment to a contractor from another region. If this action is taken, the tasked contractor shall be reimbursed in accordance with the rates established in the nearest zone that he/she is under contract for, as well as for the mobilization fee to provide services in a region for which the tasked contractor is not under contract.

All selected contractors will be expected to attend a mandatory meeting, at their own expenses, after the announcement of the intended contract awards. It is the Commission's intent to have the Commission's Project Manager provide an overview of the Invasive Plant Management program procedures to all of the selected contractors.

### **DEADLINE FOR QUESTIONS**

Any questions from vendors that require an official Commission 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 1). Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the respondent to confirm receipt of questions if needed.

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

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission  
Tallahassee Purchasing Office  
Attn: Jeri Bailey, Procurement Manager  
620 South Meridian Street, Room 364  
Tallahassee, Florida 32399-1600  
850-488-3427  
[jeri.bailey@myfwc.com](mailto:jeri.bailey@myfwc.com)

### **LIMITATION ON VENDOR CONTACT DURING SOLICITATION PERIOD**

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

### **PROPOSAL OPENING LOCATION**

The public opening of this RFP will be conducted as specified in the Calendar of Events, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, Room 364, 620 South Meridian Street, Tallahassee, Florida, 32399-1600. **PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**

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

### **MAILING INSTRUCTIONS**

**The Vendor shall submit an original and five (5) copies of their proposal to the Procurement Manager whose address is listed on page one (1). All proposals must be submitted by proposal due date and time as stated in the Calendar of Events, in a sealed envelope or box marked "UPLAND INVASIVE EXOTIC PLANT CONTROL, RFP NUMBER FWC 09/10-74". The sealed envelope or box shall include the opening date and time, and the Vendor's return address.**

### **MANDATORY RESPONSIVENESS REQUIREMENTS/PROPOSAL SUBMISSION**

Each of the proposal submission shall contain the following and should be organized as follows:

**TAB A. Respondent Acknowledgment Form (Mandatory Form)**

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

**TAB B. Transmittal Letter (Mandatory Form)**

This letter serves only as the document covering transmittal of the proposal package. The letter must provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall have the authority to bind the respondent and shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule. **This letter shall also clearly indicate the region(s) for which the respondent is proposing to provide services.**

**TAB C. Contractor Qualification form (Mandatory Form)**

The Proposer shall complete and submit the Contractor Qualification form enclosed herein, to document that they are competent and have the necessary resources to fulfill the terms and conditions of this RFP. The Contractor Qualification form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

**TAB D. References Form (Mandatory Form) - The Proposer shall complete and submit the References form enclosed herein, to provide a minimum of four (4) Florida references for projects completed on public conservation lands. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with proposal. The References form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.**

**TAB E. Experience Form (Mandatory Form) - The Proposer shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Proposer's experience on public conservation lands in Florida over the last two years, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.**

**TAB F. Project Plan (Mandatory Submission)**

1. DEMONSTRATION OF UNDERSTANDING
2. APPROACH
3. EXPERIENCE AND ABILITY
4. EQUIPMENT

The Commission has determined that the equipment listed in Attachment A is necessary in order to accomplish the work outlined in the Scope of Work. The respondent must possess, or have access to, all of the equipment listed in Attachment A. The respondent shall discuss the availability of the equipment listed in Attachment A. The respondent may also identify unique pieces of

equipment, other than those listed in Attachment A, which could be used in accomplishing the activities described in the scope of services in the Scope of Work. For any such unique pieces of equipment, the respondent shall submit a photograph and a detailed description of the manner in which the equipment operates, the hourly cost of operation, as well as a list of species for which the respondent has used this equipment to perform successful control operations.

5. **CREDIT LINE**

The contractor must have the ability to purchase large quantities of herbicides. A \$50,000 minimum credit line with herbicide distributors is required. The respondent shall submit a letter from one or more distributors indicating a \$50,000 minimum line of credit. **Failure to provide confirmation of at least one (1) \$50,000 line of credit with a herbicide distributor shall result in the response being deemed non-responsive and therefore, rejected.**

6. **DOCUMENTATION SUPPORTING SUBCONTRACT ARRANGEMENTS**

All respondents shall supply written proof of subcontract arrangements for this solicitation. Documentation shall be supplied for each subcontractor which the respondent intends to utilize and the respondent shall identify the qualifications and experience of the subcontractor. The written documentation shall include a one (1) page letter supplied by the subcontractor on its letterhead stationery, clearly identifying this RFP number, the project title, the prime contractor with whom the firm intends to subcontract, and the region(s) in which the firm intends to provide services to the prime contractor. **Failure to submit a letter of commitment from an intended subcontractor identified in the proposal shall result in the disallowance of the qualifications and experience of that subcontractor from consideration in the evaluation process.**

**TAB G. Price Schedule for each region proposed (Mandatory Submission)**

On the pages provided as Attachment A, the respondent shall provide its costs for the services/equipment requested in this solicitation. **Failure by the respondent to use the pages provided as Attachment A shall result in the respondent being deemed nonresponsive and therefore, rejected.**

Attachment A is a detailed listing of the costs/prices for personnel, equipment and services to be utilized under the contract resulting from this solicitation. Travel and incidental expenses should be included in the rates provided. The respondent shall not use this section as a supplement for providing additional technical information unless directly related to the cost or price of a service. All information and data provided shall be specific and complete to support the respondent's cost estimate. The respondent's schedule of prices should disclose all relevant cost and pricing data.

The respondent shall provide reimbursement rates for all items listed on the pages provided as Attachment A. The Commission shall utilize these rates in evaluating the cost or price section of the response. These rates shall become a part of the selected contractor's contract and shall be used by the selected contractor when preparing price quotes for the Commission for actual control operations.

The prices listed in Attachment A shall be current and effective during the first twelve (12) months of the contract. The selected contractor may request an increase in price, up to 5%, based on the Consumer Price Index, for each year after the initial year of the contract and for each of the possible renewal periods. The request to increase the prices shall include the Consumer Price Index data used to calculate the proposed increase, and must be made in writing to the Commission supported by a detailed justification which warrants the requested increase. The request must be submitted at least sixty (60) calendar days prior to the anniversary date of the

contract in order for a request to be considered by the Commission. The Commission shall review the selected contractor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase (not to exceed 5% in any one year) shall be authorized by formal amendment to the contract.

Cost proposals may be solicited by the Commission from multiple contractors for a particular site. However, the Commission reserves the right to terminate negotiations if the costs proposed are greater than the costs stated in Attachment A without appropriate site related or product-related reasons.

**TAB H. Addenda Forms ( if applicable)**

**THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.**

**NOTE:** The COMMISSION shall not be responsible for the U.S. Mail or other couriers regarding mail being delivered by the specified date and time so that a proposal may be considered. Proposals received after the opening date and time shall be returned to the vendor. The COMMISSION does not accept faxed or electronically mailed proposals, and if a faxed or electronic mailed proposal is received, it will be automatically rejected as non-responsive.

**VENDORS' INQUIRIES**

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

**FWC PROJECT MANAGER**

The FWC employee identified below is designated as Project Manager and shall perform the following on behalf of the FWC:

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

The FWC Project Manager is:

Florida Fish & Wildlife Conservation Commission  
Greg Jubinsky Project Manager  
3900 Commonwealth Blvd. MS 705  
Tallahassee, Florida, 32399  
[Greg.Jubinsky@myfwc.com](mailto:Greg.Jubinsky@myfwc.com)

## **SELECTION AND EVALUATION OF PROPOSALS**

A committee composed of at least three (3) representatives of the Commission shall independently evaluate and score each of the proposals. The evaluation shall include the overall response to the RFP and the requirements defined in the RFP criteria.

Each evaluation committee member's score for each Proposer will be added and averaged to determine the final score for each Proposer. This final score will determine the ranking of Proposers. FWC may then discuss details with the top-ranked Proposer. If, after discussing details with the top-ranked proposer all details are determined by FWC to be fair and reasonable, and in the best interest of the State, FWC will move forward with award posting and contract execution. If, after discussing details, FWC determines an award to the top-ranked proposer is not in the best interest of the State, FWC may enter into discussion with the second-ranked proposer, and so forth.

In cases where Vendors submit proposals that are determined by the Commission's evaluation committee to contain equal or very nearly equal terms, stated herein, the evaluation committee shall have no obligation except to select the proposal which they consider to be in the best interest of the State.

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

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

## **EVALUATION CRITERIA**

### **A. General**

1. The Commission reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.

2. A non-responsive proposal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.**

3. The Commission may waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which **ARE NOT PREJUDICIAL** to other respondents.

### **B. Scoring**

Each proposal will be reviewed by a selection and evaluation committee of at least three (3) members. Each of the reviewers will work independently using evaluation

criteria. Each committee member will use the total point scores to rank the responses. The committee chairman will calculate an average rank for each response and present them to the selection committee who will determine the recommended contract awards

### **ECONOMY OF PRESENTATION**

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

### **POSTING OF PROPOSAL TABULATION**

Proposal Tabulation, with recommended award, will be posted for review by interested parties on the Vendor Bid System's internet site ([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)) on or about the date indicated in the calendar of events, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or state observed holidays. Any Contractor who desires to protest the recommended award must file a notice of protest with the Purchasing Section, Florida Fish & Wildlife Conservation Commission, 620 S. Meridian Street, Room 364, Tallahassee, Florida 32399-1600, within the time prescribed in Section 120.57(3), Florida Statutes.

Failure to file a protest within time prescribed in Section 120.57 (3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, F. S. Either failure to file a notice of protest or failure to file a petition will constitute such waiver.

### **CONTRACT**

The contract will be this Request for Proposal, and the successful proposer's response, Direct Order/Written Agreement and any written changes, shall form the contract between the parties. In the event there is any disagreement between the documents, the parties shall refer first to the executed Direct Order/ Written Agreement and agreed written changes, then to this Request for Proposal then to Vendor's response. The Commission reserves the right to revise the final Direct Order/Written Agreement as necessary to accomplish the goals of the project.

This contract will serve to set forth the complete agreement between both parties.

### **VERBAL INSTRUCTION PROCEDURE**

Vendors may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Vendor 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 during the RFP period an addendum shall be posted on the

Vendor Bid System internet site: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

### **NOTICE TO PROCEED**

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

### **LIQUIDATED DAMAGES**

If the Contractor fails to complete the work or the conditions of the work order and/or Amendments by the completion date, the Commission shall have the right to deduct from any amount due and payable to the Contractor, as liquidated damages, an amount up to \$500.00 per calendar day. All liquidated damages assessed after the agreed to work completion date will include every day of the week (weekdays and weekends). Exceptions to this may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Project Manager.

### **PERMITTING**

Permitting for this project, if needed, is the responsibility of the land management entity requesting management operations assistance from the Commission . A copy of all permits will be shall be posted at the work site location at all times during the project. The vendor is responsible for complying with all permit conditions and the vendor shall pay any penalties arising from the vendor's permit violations.

### **LICENSURE**

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

### **INSURANCE REQUIREMENTS**

#### **1. Workers' Compensation**

To the extent required by law, 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. 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. 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 his 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. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and

partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

**2. Vendor's Public Liability and Property Damage Insurance**

The vendor shall secure and maintain, during the life of this contract, comprehensive general liability insurance as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by vendor or by vendor's agents or employees in the amount that such insurance shall be the minimum limit as follows:

Contract comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$300,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit. The Contractor shall also maintain during the life of the Contract pollution liability coverage with limits of not less than \$500,000 per occurrence for personal injury and property damage combined single limit. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Commission's Contracts Administrator.

The vendor hereby agrees to indemnify and hold the Commission harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this contract and shall investigate all claims of every nature at its expense. In addition, the vendor agrees to be responsible for any injury or property damage resulting from any activities conducted under this agreement.

The Commission shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

The Contractor shall provide and maintain the insurance as set forth in this contract and shall not cause this coverage to lapse for any reason during the life of the contract.

**CERTIFICATE OF INSURANCE**

The Contractor agrees to supply proof of insurance to the Commission's Tallahassee Purchasing Office within five (5) calendar days after execution of the Contract, with the types and coverage outlined herein by the Commission. The proof of insurance must contain the RFP number and all insurance policies shall be through insurers authorized or eligible to write policies in Florida. Copies are acceptable and can be faxed to (850) 921-2500. The Contractor will also provide the site manager associated with every control site a current copy of their insurance certificate as well.

**DAMAGES TO STATE PROPERTY**

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

Should any historical or cultural artifacts be uncovered the vendor shall immediately halt work and notify the Project 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**

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent (including electronic notification) from the Project Manager, enter into written subcontract(s) for performance of certain functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

### **TERMINATION FOR DEFAULT**

This contract shall terminate immediately upon the Commission giving written notice to the Contractor in the event of fraud, willful misconduct, failure to perform work in an appropriate and timely manner, or breach of this contract. If this contract is terminated because of failure on part of the Contractor to fulfill his/her undertakings under this contract, the Commission may order the contractor to cease all work and assume the work and services and perform them to completion under the contract specifications or otherwise. Upon such order and completion of work by the Commission, the Contractor shall be liable to the Commission for any excess cost occasioned to the Commission thereby.

In such an event, the Contractor will be found in default and removed from the Commission's approved vendor list as per 60A-1.006 of the Florida Administrative Code; it is also possible the company may be removed from the State of Florida's approved vendor list.

### **TERMINATION FOR CONVENIENCE**

The Commission may terminate this Contract at any time with or without cause by a written notice by certified mail, return receipt requested, from the Commission to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue all work and services. If the contract is terminated for the convenience of the Commission, payment to the Contractor will be made promptly at the contract price for that portion of work actually performed and accepted.

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 WITH LAWS**

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

### **ELIGIBILITY**

The Vendor 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. The Contractor will provide proof of appropriate Florida Department of Agriculture and Consumer Services Natural Areas Certification with the RFP submission.

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 vendor, and that the Contractor shall comport with Chapter 287, F.S., 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**

The parties agree that there is no conflict of interest or any other prohibited relationship between the Vendor/Contractor and the Commission.

### **PROHIBITION OF UNAUTHORIZED ALIENS**

The employment of unauthorized aliens by any Vendor/Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Vendor/Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Vendor/Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.

### **NON-DISCRIMINATION**

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.

### **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not award or perform work as a Vendor/Contractor, supplier, Subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **PUBLIC ENTITY CRIMES**

In accordance with Section 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 perform work as a grantee, Vendor/Contractor, supplier, subcontractor, consultant or by any other manner 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 36 months from the date of being placed on the convicted vendor list.

### **PRIDE**

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract may be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same

procedures set forth in Section 946.515(2), F.S. The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.  
12425 28th Street North  
St. Petersburg, Florida 33716  
Phone (727) 572-1987

### **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.

### **CERTIFICATE OF PARTIAL PAYMENT**

The Vendor will be required to complete a Certificate of Partial Payment form to receive partial payments if such provision is included in the contract or purchaser order. This form must be submitted to the Project Manager with each invoice requesting partial payment. The Project Manager shall supply copies of these forms to the Vendor upon request. . Final payment will only be made once the Commission's Site Manager and/or Project Manager has agreed to project completeness.

### **PAYMENT OF FUNDS**

The Commission shall pay the Vendor for satisfactory service 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 Vendor's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. 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.

### **PROMPT PAYMENT CLAUSE**

Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless RFP specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-3323 or Purchasing Office at 850/488-3427. 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 eligibility for payment is determined, and the daily interest rate is .03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

## **VENDOR REGISTRATION**

Each vendor desiring to do business with the State through the on-line procurement system is pre-qualified to do so, and shall register, unless exempted, in the MyFloridaMarketPlace system. Respondent agrees to self-register for MyFloridaMarketPlace. For more information and to register please go to <https://vendor.myfloridamarketplace.com> and navigate to the Online Vendor Registration section under Vendors.

The address the company has registered under has to be the address listed on the response, and has to be the address entered on the Respondent Acknowledgment form in order for the response to be valid. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website above. Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-FLA-EPRO, (866-352-3776) or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

## **VENDOR TRANSACTION FEES**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments, unless exempt under Rule 60A-1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any items(s) if such items(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the vendor in default and recovering re-procurement costs from the vendor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

## **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)(a) F.S., other State of Florida agencies may purchase from the resulting contract of this RFP, 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 Vendor's consent.

Other State of Florida governmental entities and eligible users may also request of the Vendor to be able to use this contract. If the Vendor agrees to other entities to utilize this RFP 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**

The Commission reserves the right to unilaterally cancel this contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 F.S., and made or received by the Contractor in conjunction with this contract.

## **RECORD KEEPING REQUIREMENTS**

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 principals. The Contractor shall allow the Commission, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this contract. In the event any work is subcontracted, the Contractor shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

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

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

## **RIGHTS IN PROPERTY, COPYRIGHTS, AND INVENTIONS**

The Commission reserves the right to determine the disposition of its title and rights to any inventions and/or processes that may result from any experimental or developmental research performed under this Contract. If Federal funding is involved in support of this Contract, the Federal Government may reserve ultimate jurisdiction over title and right privileges.

Regardless of title or ownership of the products and materials developed under this Contract, the Commission and the State of Florida shall reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for non-competing governmental purposes. If Federal funding is involved in support of this Contract, the Federal Government shall also reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes.

Should the Contractor cease providing services hereunder to FWC, as a result of termination, expiration or in any other manner, FWC shall retain an unlimited license in all video, world wide web (WWW) sites, and printed materials created as a result of this

Project whatsoever for further research, educational purposes, for publication, to provide access required by Florida's public records law or any other purpose related to FWC's duties under law.

### **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.

### **ADDITIONAL LEGAL REQUIREMENT**

All corporations seeking to do business with the State shall, at the time of submitting a response, 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 response, 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/>.

### **FLORIDA EMERGENCY SUPPLIER NETWORK**

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

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

[http://dms.myflorida.com/dms/purchasing/florida\\_emergency\\_network/florida\\_emergency\\_supplier\\_network\\_fesn](http://dms.myflorida.com/dms/purchasing/florida_emergency_network/florida_emergency_supplier_network_fesn)

### **RELATIONSHIP OF THE PARTIES**

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.

The parties agree that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
REQUEST FOR PROPOSAL (RFP)  
09/10-74**

**UPLAND INVASIVE EXOTIC PLANT CONTROL  
Scope of Work**

**General**

The work to be performed consists of the Contractor furnishing all labor, equipment, and herbicides as described herein for the control of upland invasive exotic plants primarily on public conservation lands, , within the State of Florida. The Contractor shall be directed by the Site Manager per the work order to perform upland invasive exotic plant control operations. The location of work sites and the priority of upland invasive exotic plant control operations will be specified by the Commission's Upland Invasive Exotic Plant Program Manager (Project Manager).

The work will be performed under the supervision of an employee of the Commission or other individual specified by the Commission, as per the work order, who will serve as the Commission's Site Manager and who may be on the work site at any time during any given work period. The Commission's Site Manager is responsible for obtaining all necessary permits, e.g. burn piles, and will also be responsible for inspecting and approving all control operations outlined in the task assignment scope of work.

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

All work shall be conducted between Monday and Friday, unless approved in advance by the Commission's Site Manager. No work shall be conducted on state-observed holidays.

**No minimum amount of work is guaranteed under this Contract.**

**Contractor Qualifications**

The contractor must have a minimum of one ground crew supervisor that possesses the following qualifications:

- A. Knowledge and three years of substantial experience in field identification and current control technologies of upland invasive exotic plants common to Florida, including species on the 2009 Florida Exotic Pest Plant Council Category I & II lists;
- B. Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas category. All ground crew supervisors shall maintain certification in the Natural Areas category during the term of this contract.
- C. Sound academic knowledge of ecological principles as they relate to vegetation management.

- D. Current working knowledge of resource management methods, biological processes and vegetation control techniques.
- E. Knowledge of data organization, record keeping, and global position mapping (GPS) techniques.
- F. Ability to work under adverse physical and weather conditions, including high humidity and temperatures; inclement weather; exposure to poisonous plants and reptiles, biting insects; and in hostile terrain.
- G. Ability to operate and conduct field maintenance of vehicles, spray and mechanical removal equipment and to recognize and avoid hazards associated with operating such equipment.
- H. The Contractor shall provide the Commission's Contract Manager with the following access numbers: office telephone; cellular numbers for all supervisors working on Commission projects and; a dedicated FAX line number. These items shall be in good working condition at all times. Additionally, electronic mail addresses for pertinent contractor personnel shall be provided to the Commission.

#### **Obligations of the Commission**

The Commission agrees as follows:

- A. To instruct the Contractor on the areas and target plants to be controlled and provide the Contractor with maps and other information to locate work sites;
- B. To locate sites for the Contractor's equipment as close as possible to the various work sites;
- C. To coordinate work assignments with the Contractor utilizing the Commission's designated Site Manager;
- D. To determine the types of herbicide(s), adjuvants, and mechanical means to be used at each control area; and,
- E. To inspect and approve control services for payment within twenty (20) working days from submittal of complete invoice.

#### **Obligations of the Contractor**

- A. The Contractor shall at all times provide on-site a ground crew supervisor that is certified by the Florida Department of Agriculture and Consumer Services in the Natural Areas category as part of the work force. All ground crew supervisors shall maintain certification in the Natural Areas category while working on Commission projects. The ground crew supervisor/certified applicator may supervise a maximum of eight (8) field employees at any given time, unless specified otherwise in the work order, or approved in writing by the site manager or program manager. A copy of each supervisor's FDACS certification will be provided to the Site Manager prior to

initiation of on-site supervisory duties. The Contractor shall assign a ground crew supervisor(s) to each project and they shall be on-site at all times during control operations until project completion. The ground crew supervisor shall communicate with all crew members in a common language;

- B. Ground Crew Supervisors shall be responsible for: 1) coordination with the Commission site manager on a daily/weekly basis; 2) all control activities and safety on project sites; 3) assuring that all contract crews are knowledgeable of, and remain within property and treatment boundaries; 4) assuring appropriate herbicide labels, Material Safety Data Sheets (MSDS's), and a copy of the fully executed work order with maps are on site; 5) assuring every effort is made to avoid damage to native vegetation and wildlife by training workers on the identification of target plants and "look-alike" native vegetation; 6) assuring that copies of FDACS certifications and insurance certificates are provided to the site manager prior to initiation of work; 7) assuring that all decontamination protocols are adhered to.
- C. The Contractor shall be required to submit daily logs (log sheets will be provided) to document the daily progress of the area covered, amount of chemicals used, species treated, personnel and equipment used, and location of treated areas. This may include using GPS and aerial maps to identify and document treatment area boundaries for each day worked. Daily progress reports and GPS tracks (if required) shall be delivered to the Project Site Manager on a weekly basis (i.e., each Tuesday for the previous week's work). Incomplete logs will be returned to the Contractor for completion.
- D. The Contractor, upon issuance of a work order, shall initiate control operations at the specified project location within thirty (30) days of the issuance of the work order, , unless stated otherwise in the scope of work or the work order itself.. If the Contractor fails to start work within said thirty (30) day time period, the Commission shall have the option to terminate the work order and assign to another contractor. The Contractor shall notify the site manager via electronic mail seven days prior to entering the work site. Prior to initiating work, the Contractor shall provide an estimated work schedule to the site manager for discussion.
- E. The Contractor will be allowed to subcontract work outlined in a work order with prior written or electronic mail approval of the project manager.
- F. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all federal, state, and local vehicle regulations. All equipment shall meet all safety standards as established for that piece of equipment. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer. The Commission reserves the right to request replacement of equipment or personnel if deemed to be unsafe or operating in an unsafe manner.
- G. All equipment including but not limited to vehicles, trailers, ATV's, and chippers must be cleaned with a pressure washer to reduce the spread of exotic vegetation prior to initiating work activities on public lands. Decontamination protocols include spraying down all equipment surfaces including the undercarriage and tires to insure that mud, sand, dirt muck and vegetative debris and other debris is not transported from

the previous treatment site. All hand-held equipment such as chain saws, loppers, etc. to be used for treatment activities must be wiped down and cleaned so that they are free of debris.

- H. Prior to the commencement of an invasive plant removal project, the site manager shall address the necessity for a decontamination plan. If the project manager requires a plan, then the contractor shall submit a brief decontamination plan in writing, to the project manager for approval. The decontamination plan shall identify specific decontamination procedures and decontamination locations. Decontamination protocols may vary depending upon the nature of the treatment site, type of treatment conducted at the site, and the exotic species that are scheduled for treatment.
- I. It will be the responsibility of the site manager to inspect all equipment prior to work commencing on the first day at the project site, on any occasion that the equipment leaves the project site, and any time during the course of the control operation.
- J. In areas of known *Lygodium* populations, concerted effort will be made to remove spores from clothing and boots by use of compressed air on garments and cleaning boot lugs prior to leaving the treatment site.
- K. Failure to comply with decontamination protocols constitutes reason for contract cancellation and dismissal of the contractor.
- L. The Contractor shall properly dispose of all herbicide and adjuvant containers;
- M. It shall be the Contractor's responsibility to exercise care and protect all native vegetation at the project site. The Contractor is responsible for the restoration or replacement of all damaged native vegetation to the satisfaction of the Commission, at no cost to the Commission or the land management agency where control operations occurred. Tree limbs, which interfere with equipment operation and are approved for pruning by the designated site manager, shall be neatly trimmed in accordance with American National Standards Institute (ANSI) Z133.1: "Tree Care Operations-Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush";
- N. The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of the Commission. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures, and equipment;
- O. The Contractor shall be responsible for providing applicators with all supplies and equipment for upland invasive exotic plant control, including vehicles, watercraft for transportation to work sites, GPS equipment for collecting site positions, herbicides and adjuvants, sprayers, machetes, hand tools, chainsaws, brush cutters, safety equipment, potable water, and suitable communications capability to facilitate operational coordination and safety of crewmembers. Contractor-supplied airboats, all-terrain vehicles, and buggies will be required to transport crews and supplies to and from treatment sites;

- P. All herbicides shall be purchased by the Contractor as recommended by the Commission staff and invoiced with no additional markup. In some projects the Commission may also furnish herbicides, adjuvant, and application rates. The Contractor shall make every effort to purchase and utilize the most economical (generic equivalent) herbicides and adjuvants available.
- Q. The Contractor shall be responsible for treatment of 100% of target vegetation identified in project Scopes-of-Work (SOW's) to prevent re-sprouting. All control efforts shall be at least 95% effective in preventing re-sprout of all target vegetation, unless specified otherwise in the work order. If 95% kill rate is not achieved for any area of the project after two months following treatment, one additional thorough treatment of the plant species listed under "Project Goals" in the project's "Scope of Work" will be the responsibility of the Contractor at no cost to the Commission or contracting entities. The Commission's decision as to the overall effectiveness of the treatment is final.
- R. The herbicide and spray additives to be provided and applied by the Contractor may include, but are not limited to, the following:
- (a) Glyphosate (aquatic and terrestrial)
  - (b) Triclopyr
  - (c) Arsenal
  - (d) Escort
  - (e) Non-ionic Surfactant
  - (f) Velpar ULW
  - (g) Velpar L
  - (h) Accord
  - (i) Stalker
  - (j) Plateau
  - (k) Scythe
  - (l) Veteran 720
  - (m) Basal oil
  - (n) Impel Red
  - (o) Diluent Blue
  - (p) Premixes
  - (q) Marker dyes
  - (r) Spreader/Sticker
  - (s) JLB Oil

Adjuvants shall be approved by the Commission's Site Manager prior to use.

- S. The Commission and the associated land management agency are obligated to reimburse the Contractor for only those activities detailed in the "Scope of Work" of the work order
- T. All herbicides must be EPA/FDACS registered or have the appropriate Florida Special Local Needs (Section 24(c) FIFRA) registration. **ALL HERBICIDES SHALL BE USED IN ACCORDANCE WITH THE EPA LABEL.** The Contractor is liable for any penalty, fines or damages resulting from the misuse of herbicides. These herbicides are to be provided, as needed depending on the type of vegetation to be treated.

NOTE: The Commission reserves the right, at its option, to furnish any or all of the

herbicides and spray additives to the selected Contractor to conduct approved control operations.

### Inspection

The Commission and the Commission's Site Manager reserve the right to inspect, at any time, the Contractor's procedures, spray system, spray solution, and other ancillary equipment, and to approve operating personnel. Inspection, however, shall not relieve the Contractor of any obligations or responsibilities nor shall it transfer any liability to the Commission.

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

### Program Mechanics/Procedures

When upland invasive exotic plants have been identified and funding is available for control operations:

1. The Commission will notify selected contractors within the specific contractor zone of the location, date, and time of a mandatory pre-quote visit at the control site.
2. Included in this notification will be: 1) the scope of work and prescription for the control activities; 2) a map showing the location of the operation; 3) the name and telephone number of the site manager; 4) directions to the location of the mandatory pre-quote visit, and: 5) the type of quote being requested (fixed price/ time and materials, etc).
3. All selected contractors will be required to sign an attendance log at the beginning and at the conclusion of the pre-quote visit. Failure of a selected contractor to attend the entire mandatory pre-quote meeting and sign the attendance sheet at the beginning and the conclusion of the meeting shall disqualify that contractor from submitting a quote for that job.
4. During the pre-quote visit, selected contractors will be shown: 1) areas that are characteristic of the majority of the operation; 2) areas that are unique (different terrain, endangered species habitat, difficult access, etc); 3) property/control site boundaries and access points; 4) locations for storing supplies, equipment, and appropriate staging areas; and 5) disposal locations of mulched materials, if necessary.
5. Any modifications made to the scope of work and prescription as a result of the mandatory pre-quote visit will be sent via electronic mail to all selected contractors, as evidenced by the attendance logs, within 72 hours of adjournment of the pre-quote visit.
6. Selected Contractors shall submit a written itemized quote to the Commission within the time frame agreed upon at the pre-quote visit in order to be considered for bid award.
7. The work order will be awarded to the selected contractor submitting the lowest quote or specified contractor (as defined in #8).
8. The Commission reserves the right to award a specific work order to a specific contractor when circumstances exist that are in the best interest of the state of

Florida. These circumstances include, but are not limited to: 1) selected contractor has unique equipment/ specific experience required on the job site; 2) anticipated project cost under competitive bid amount; 3) workload allocation; 4) response time; the Site Manager requests a particular contractor.

### **Three Points Rule**

To ensure that the Commission selected contractors provide the best service to public conservation land managers, the following schedule of “points” will be used to afford public lands the quality workmanship and care they deserve. Final determination of assessment of points shall be made by the Commission.

Contractors found culpable of any of the following issues shall be penalized the corresponding point value for said issue, and notified of the incident in writing. Upon accrual of three (3) points, the selected Contractor will be ineligible to participate in any pre-quote meetings for a period of one (1) year from date of written notification by the Commission.

### **ISSUE PENALTY (PER EVENT)**

1) Unacceptable non-target damage	1
2) Herbicide contamination/spill	1
3) Failure to complete the task specifications by completion date*	1½
4) Unacceptable site disturbance	1
5) Absence of FDACS certified ground crew supervisor	1
6) Failure to notify Site Manager no less than seven (7) days prior to initiating work (unless authorized by FWC Project Manager	½
7) Failure to maintain communication with site manager on progress/problems and work initiation or completion	½
8) Failure to treat 100% of target vegetation or conduct retreatment to achieve 95% control level when directed by FWC Project Manager*	2
9) Failure to obtain written approval to subcontract from Contract Manager	½

*\* unless otherwise established in the work order*

### **Time Eligible and Ineligible for Reimbursement on Fee Schedule Work Orders:**

- A. Eligible Crew operating time is the time the work crew spends during the workday, performing an upland invasive exotic plant control operation in accordance with this solicitation. Eligible crew operating time includes travel from site manager’s facility (only if the Contractor is requested to report to the site manager’s office regarding control operations), to control site and includes control operations and travel time from control site to control site and return to vehicle site. Eligible crew operating times does not include: travel time from the Contractor's office to the Commission 's Site Manager’s office, travel time from the Contractor's office or place of lodging to the designated work site, crew time for lunch and break periods, down time for equipment repair or for other crew time delays that may occur that halt control operations.
- B. Eligible adverse weather lost time: During the contract period it is expected that adverse weather (rain and/or wind) will affect the Contractor's crew and equipment operating time. Therefore, in order to minimize the government's expense and

Contractor's labor and equipment cost, the Commission will allow the Contractor to charge three hours maximum per workday to the contract for adverse weather lost time with the Commission's Site Manager approval. The intent of the adverse weather lost time bid item is to allow the Contractor to recover some costs if and when contract operations have to halt due to weather conditions.

**Regions:**

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

**REGION I**

Santa Rosa  
Okaloosa  
Walton  
Holmes  
Washington  
Jackson  
Calhoun  
Gulf  
Liberty  
Gadsden  
Leon  
Bay  
Wakulla  
Franklin  
Escambia  
Jefferson

**REGION II**

Levy  
Taylor  
Alachua  
Hamilton  
Suwannee  
Lafayette  
Gilchrist  
Dixie  
Union  
Baker  
Clay  
Duval  
Nassau  
Columbia  
Bradford  
Madison  
Citrus

**REGION III**

St. Johns  
Putnam  
Flagler  
Marion  
Seminole  
Sumter  
Osceola  
Indian River  
Lake  
Brevard  
Orange  
Volusia

**REGION IV**

Hernando  
Pasco  
Pinellas  
Hillsborough  
Polk  
Manatee  
Sarasota  
Desoto  
Hardee  
Highlands  
Lee  
Charlotte

**REGION V**

Okeechobee  
Hendry  
Palm Beach  
St. Lucie  
Martin  
Florida Keys  
Collier  
Dade  
Monroe  
Broward  
Glades

**The respondent does not need to submit a separate proposal for each region for which they are proposing to provide services. However, the regions for which they are proposing to provide services must be identified in the required Transmittal Letter (Tab B) and a separate price schedule is required to be submitted for each region (Tab G).**

09/10-74  
**CONTRACTOR QUALIFICATION FORM**

The Vendor is a:

- Corporation ☐  
Individual ☐  
Non Profit ☐  
Partnership ☐

Name of Vendor \_\_\_\_\_

Principal Office Address \_\_\_\_\_

\_\_\_\_\_

Official Representative \_\_\_\_\_

The Vendor identified herein shall mean the individual, representative/president of the non-profit organization, the partnership itself, or if a corporation, the corporation itself.

1. Each Vendor must be authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States. Proof of same must be provided. If a new corporation is to be formed, provide full information as may be required.
2. Each Vendor must certify, and proof may be required, that it can carry out all the conditions required of it.

**ADDITIONAL LEGAL REQUIREMENTS**

All corporations seeking to do business with the State shall, at the time of contract execution be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. To be eligible for consideration, each corporation shall have inserted its corporate charter number in the space provided on the "*Request For Proposal Contractual Services Acknowledgment Form*", or, if applicable, have attached to its proposal a signed statement to the effect that said corporation is exempt from the above-described requirements of Chapter 607, Florida Statutes, and set forth particular reason(s) thereof.

**If a corporation, answer the following:**

When incorporated \_\_\_\_\_

In what State \_\_\_\_\_

If a foreign corporation, date of registration with Florida Secretary of State, and name and address of Resident Agent

\_\_\_\_\_

---

**Operating Officers**

President's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Vice President's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Treasurer's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**Board of Directors**

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**If an Individual, Non-Profit, or Partnership, answer the following:**

Date of organization \_\_\_\_\_

General or limited partnership \_\_\_\_\_

Name and address of each Partner:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

The Contractor understands that information contained in the *Contractor Qualification Form* is to be relied upon by the Commission, and such information is warranted by the Contractor to be true. The undersigned Contractor agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualification and stability of the Contractor, as may be required by the Commission.

The Contractor understands that the Commission has the right to verify the information submitted and to seek any additional information relating to Contractor qualifications and stability.

**Authorized Signature:**

\_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date** \_\_\_\_\_

09/10-74

**REFERENCES FORM**

A minimum of four (4) references from persons or firms for whom the respondent has performed similar jobs as per the specifications in this RFP must be supplied with the response. 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 vendor's response. Provide a description (scope of work) of each job.

NAME OF COMPANY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE(S): \_\_\_\_\_

DESCRIPTION (SCOPE OF WORK): \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*  
NAME OF COMPANY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE(S): \_\_\_\_\_

DESCRIPTION (SCOPE OF WORK): \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*  
NAME OF COMPANY: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE(S): \_\_\_\_\_

DESCRIPTION (SCOPE OF WORK): \_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*  
NAME OF COMPANY: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY/STATE/ZIP: \_\_\_\_\_  
TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_  
JOB DATE(S): \_\_\_\_\_  
DESCRIPTION (SCOPE OF WORK): \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**VENDOR NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

09/10-74

**EXPERIENCE FORM**

Information should include a chronological list (starting with most recent experience first) of Proposer's experience, a description of the services provided for each operation, and duration of each project.

EXPERIENCE:

---

---

---

Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

\*\*\*\*\*

EXPERIENCE:

---

---

---

Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

\*\*\*\*\*

EXPERIENCE:

---

---

---

Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

\*\*\*\*\*

EXPERIENCE:

---

---

---

Dates of Experience: \_\_\_\_\_ TO \_\_\_\_\_

\_\_\_\_\_  
VENDOR NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

# FWCC IPMS Uplands Program Certification of Work Completed

I certify that the work described below and in the approved Daily Progress Reports has been reviewed by the appropriate staff and found to be in compliance with the Scope of Work. I agree that the amount of payment requested by the contractor is a reasonable reflection of the work performed to date.

TA#/Name of Project:

PH-076 Blackwater River State Forest

---

Site/Zone/or Percent of Project Completed:

100% Complete

---

---

---

---

Site Manager/Designee	Printed Name of Signatory	Date
-----------------------	---------------------------	------

This certification does not relieve the contractor of any responsibilities set forth in the contract or task assignment.

**FWC 09/10-74**  
**RATE SHEETS**

**ATTACHMENT A**

**RATE SHEETS**

**CONTRACTOR NAME**

**REGION**

**A. CHEMICAL CONTROL**

- |                                      |              |
|--------------------------------------|--------------|
| 1. Ground Supervisor's Hourly Rate   | \$/_____/HR. |
| 2. a. Crew Member Hourly Rate        | \$/_____/HR. |
| b. Estimated Crew Size of 6 X 2.a. = | \$/_____     |

**B. MECHANICAL CONTROL**

- |  |              |
|--|--------------|
| 1. Equipment Operator's Hourly Rate (EOHR) | \$/_____/HR. |
| 2. Equipment                               |              |

- a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the selected contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

	<u>PRICE</u>	<u>UNIT</u>
Tracked 5' Mowing Deck	\$/_____	HR.
Roller Chopper (6' wide; 5' diameter)	\$/_____	HR.
D-6 Bull Dozer (root rake, blade)	\$/_____	HR.
Gyrotrac GT25	\$	HR.
D-5 Front end loader (root rake, 2 1/2 yd. bucket)	\$/_____	HR.
Feller/Buncher (200 hp min. with disk saw for 20-22' trees)	\$/_____	HR.
John Deere 648 Skidder or equivalent	\$/_____	HR.
12" Diameter Chipper		
24" Diameter 400 hp Whole Tree Chipper	\$/_____	HR.
Tub Grinder (400 hp)	\$/_____	HR.
"Hydro-Ax" Mower or equivalent	\$/_____	HR.
"Brontosaurus" Mower or equivalent	\$	HR.
20-40 HP Tractor	\$	HR.

- b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the selected contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (**EOHR may not be charged**).

	<u>PRICE</u>	<u>UNIT</u>
12" Diameter Diesel Chipper	\$ _____	HR.
Airboat (12-18')	\$ _____	HR.
12-24 ' Skiff with Outboard motor	\$ _____	HR.
Truck Mounted Spray Tank	\$ _____	HR
All Terrain Vehicle (ATV) (Includes 4 or 6 WD, Agro)	\$ _____	HR.
Swamp Buggy	\$ _____	HR.
Water Delivery Truck	\$ _____	HR.
300-350 Gallon Nurse Water Tank	\$ _____	HR.
Chainsaws/Polesaws	\$ _____	HR.
<b>OUT OF REGION MOBILIZATION FEE</b>	<b>\$ _____</b>	

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

# DAILY PROGRESS REPORT FOR INVASIVE PLANT CONTROL

Data entered:

Version 4a 3/1/2010 11:08 AM

DATE	AGENCY NAME
PROJECT NAME	CONTRACT/WORK ORDER #

Record each applicator's first and last name, start and end time, and total hours worked that day, and record total hours worked by supervisor and crew. For mechanical control, show each employee involved, as above. Supervisors must document their Restricted Pesticide Certification Number with their name.

Time In	Time Out	Applicator Name <small>Supervisor</small>	FDACS #	Hours Worked	Time In	Time Out	Applicator Name	Hours Worked	
					<b>TOTAL SUPERVISOR HOURS</b>				
					<b>TOTAL CREW HOURS</b>				
					<b>TOTAL EQUIPMENT OPERATOR HOURS</b>				

Equipment: record all mechanical equipment used (chain saws, chippers, mowers, boats, ATVs, Gyro-Trac, etc.) by approved rate (hour or day).

Equipment	Use Quantity (hours/days)	Equipment	Use Quantity (hours/days)

Weather Conditions:    ☐ Sunny    ☐ Cloudy    ☐ Rain { Start Time \_\_\_\_\_ Duration (hrs) \_\_\_\_\_ }

High/Low Wind Speed (mph): \_\_\_\_\_ High/Low Temperature (°F): \_\_\_\_\_ Notes: \_\_\_\_\_

For **each species** controlled list the name (Australian pine, Brazilian pepper, etc.) or abbreviation (e.g., MEQU = melaleuca), the control method used (cut stump, basal bark, foliar, mechanical, etc.), the total number of acres controlled (or stem count if <1 ac), the trade name of the herbicides and adjuvants used, the % rates applied, and the total quantity of herbicide concentrate, adjuvant, and spray mix used **in gallons**. \*Must include GPS coordinates, if GPS not working, estimate from last location.

*Coordinates (Lat/Long or UTM/UTMN)	Plant Controlled (Name/Abbrev)	Control Method	Acres/Stems	Herbicide (Trade Name)	Rate %	Adjuvant/Oil	Gal Herb	Gal Adj	Gal Mix

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**I hereby acknowledge that the data presented in this form is accurate (print name under signature);**

**Contractor Representative:** \_\_\_\_\_ **Agency Representative:** \_\_\_\_\_  
**(Project/Site Manager)**

## Master Florida Plant Symbols

Common Name	ABBREV	Scientific Name	EPPC
rosary pea	ABPR3	<i>Abrus precatorius</i>	1
earleaf acacia	ACAU	<i>Acacia auriculiformis</i>	1
red sandalwood	ADPA	<i>Adenanthera pavonina</i>	2
sisal hemp, century plant	AGS12	<i>Agave sisalana</i>	2
mimosa, silk tree	ALJU	<i>Albizia julibrissin</i>	1
woman's tongue	ALLE	<i>Albizia lebeck</i>	1
tung oil tree	ALFO	<i>Aleurites fordii</i>	2
devil-tree	ALMA16	<i>Alstonia macrophylla</i>	2
alligator weed	ALPH	<i>Alternanthera philoxeroides</i>	2
coral vine	ANLE4	<i>Antigonon leptopus</i>	2
coral ardisia	ARCR80	<i>Ardisia crenata</i>	1
shoebutton ardisia	AREL4	<i>Ardisia elliptica</i>	1
calico flower	ARLI5	<i>Aristolochia littoralis</i>	2
asparagus-fern	ASDE12	<i>Asparagus aethiopicus</i>	1
Ganges primrose	ASGA2	<i>Asystasia gangetica</i>	2
orchid tree	BAVA	<i>Bauhinia variegata</i>	1
wax begonia	BECU	<i>Begonia cucullata</i>	2
bischofia, bishopwood	BIJA	<i>Bischofia javanica</i>	1
green shrimp plant	BLPY	<i>Blechnum pyramidatum</i>	2
paper mulberry	BRPA4	<i>Broussonetia papyrifera</i>	2
inch plant, spironema	CAFR6	<i>Callisia fragrans</i>	2
santa maria, mast wood	CAAN22	<i>Calophyllum antillarum</i>	1
Australian pine	CASUA	<i>Casuarina species</i>	1
trumpet tree	CEPA21	<i>Cecropia palmata</i>	2
day jessamine	CED16	<i>Cestrum diurnum</i>	2
bamboo palm	CHSE17	<i>Chamaedorea seifrizii</i>	2
camphor tree	CICA	<i>Cinnamomum camphora</i>	1
Japanese clematis	CLTE4	<i>Clematis terniflora</i>	2
wild taro	COES	<i>Colocasia esculenta</i>	1
lather leaf	COAS3	<i>Colubrina asiatica</i>	1
rubber vine	CRMA10	<i>Cryptoslegia madagascariensis</i>	2
carrotwood	CUAN4	<i>Cupaniopsis anacardioides</i>	1
umbrella plant	CYIN6	<i>Cyperus involucratus</i>	2
dwarf papyrus	CYPR17	<i>Cyperus prolifer</i>	2
Indian rosewood, sissoo	DASI	<i>Dalbergia sissoo</i>	2
winged yam	DIAL2	<i>Dioscorea alata</i>	1
air-potato	DIBU	<i>Dioscorea bulbifera</i>	1
water-hyacinth	EICR	<i>Eichhornia crassipes</i>	1
silverthorn	ELPU2	<i>Elaeagnus pungens</i>	2
pothos, hunter's robe	EPPI	<i>Epipremnum pinnatum</i>	2
Surinam cherry	EUUN2	<i>Eugenia uniflora</i>	1
false banyan, council tree	FIAL4	<i>Ficus altissima</i>	2
laurel fig	FIMI2	<i>Ficus microcarpa</i>	1
governor's plum	FLIN	<i>Flacourtia indica</i>	2
limpo grass	HEAL5	<i>Hemarthria altissima</i>	2
mahoe, sea hibiscus	HITI	<i>Hibiscus tiliaceus</i>	2
hydrilla	HYVE3	<i>Hydrilla verticillata</i>	1
green hygro	HYPO3	<i>Hygrophila polysperma</i>	1
West Indian marsh grass	HYAM2	<i>Hymenachne amplexicaulis</i>	1
cogon grass	IMCY	<i>Imperata cylindrica</i>	1
waterspinach	IPAO	<i>Ipomoea aquatica</i>	1
shrub morning-glory	IPCAF	<i>Ipomoea fistulosa</i>	2
Gold Coast jasmine	JADI2	<i>Jasminum dichotomum</i>	1
Brazilian jasmine	JAFL	<i>Jasminum fluminense</i>	1
Arabian jasmine	JASA	<i>Jasminum sambac</i>	2
life plant	KAPI	<i>Kalanchoe pinnata</i>	2
flamegold tree, golden raintree	KOEL	<i>Koeleruteria elegans</i>	2
lantana, shrub verberna	LACA2	<i>Lantana camara</i>	1
lead tree	LELE10	<i>Leucaena leucocephala</i>	2
glossy privet	LILU2	<i>Ligustrum lucidum</i>	1
Chinese or hedge privet	LISI	<i>Ligustrum sinense</i>	1
Asian marshweed	LISE3	<i>Limnophila sessiliflora</i>	2
Chinese fan palm	LICH3	<i>Livistona chinensis</i>	2
Japanese honeysuckle	LOJA	<i>Lonicera japonica</i>	1
Japanese climbing fern	LYJA	<i>Lygodium japonicum</i>	1
Old World climbing fern	LYMI	<i>Lygodium microphyllum</i>	1

## For use with the Daily Progress Report

Common Name	ABBREV	Scientific Name	EPPC
cat's claw vine	MAUN3	<i>Macfadyena unguis-cati</i>	1
sapodilla	MAZA	<i>Manilkara zapota</i>	1
melaleuca, paperbark	MEQU	<i>Melaleuca quinquenervia</i>	1
Chinaberry	MEAZ	<i>Melia azedarach</i>	2
Natal grass	MERE9	<i>Melinis repens</i>	2
wood-rose	METU2	<i>Merremia tuberosa</i>	2
catclaw mimosa	MIPI	<i>Mimosa pigra</i>	1
orange-jessamine	MUPA4	<i>Murraya paniculata</i>	2
Eurasian water-milfoil	MYSP2	<i>Myriophyllum spicatum</i>	2
nandina, heavenly bamboo	NADO	<i>Nandina domestica</i>	1
sword fern	NEPHR	<i>Nephrolepis species</i>	1
Burma reed, cane grass	NERE	<i>Neyraudia reynaudiana</i>	1
crested floating-heart	NYCR	<i>Nymphoides cristata</i>	2
sewer vine, onion vine	PACR15	<i>Paederia cruddasiana</i>	1
skunk vine	PAFO3	<i>Paederia foetida</i>	1
Guinea grass	PAMA4	<i>Panicum maximum</i>	2
torpedo grass	PARE3	<i>Panicum repens</i>	1
twin-flowered passion vine	PABI6	<i>Passiflora biflora</i>	2
elephant grass, Napier grass	PEPU2	<i>Pennisetum purpureum</i>	1
green fountain grass	PESE3	<i>Pennisetum setaceum</i>	2
Senegal date palm	PHRE	<i>Phoenix reclinata</i>	2
golden bamboo	PHAU8	<i>Phyllostachys aurea</i>	2
water lettuce	PIST2	<i>Pistia stratiotes</i>	1
Philippine pittosporum	PIPE8	<i>Pittosporum pentandrum</i>	2
strawberry guava	PSCA	<i>Psidium cattleianum</i>	1
guava	PSGU	<i>Psidium guajava</i>	1
Chinese brake fern	PTVI	<i>Pteris vittata</i>	2
solitaire palm	PTEL	<i>Ptychosperma elegans</i>	2
kudzu	PUMO	<i>Pueraria montana</i>	1
downy rose-myrtle	RHTO	<i>Rhodomyrtus tomentosa</i>	1
castor bean	RICO3	<i>Ricinus communis</i>	2
Mexican petunia	RUBR	<i>Ruellia brittoniana</i>	1
bowstring or shoestring hemp	SAHY2	<i>Sansevieria hyacinthoides</i>	2
scaevola, beach naupaka	SCSE6	<i>Scaevola sericea</i>	1
schefflera, umbrella tree	SCAC2	<i>Schefflera actinophylla</i>	1
Brazilian pepper	SCTE	<i>Schinus terebinthifolius</i>	1
Wright's nutrush	SCLA15	<i>Scleria lacustris</i>	2
vine spike-moss	SEWI	<i>Selaginella willdenowii</i>	na
climbing or Christmas cassia	SEPE4	<i>Senna pendula</i>	1
rattlebox, purple sesban	SEPU7	<i>Sesbania punicea</i>	2
twingleaf nightshade	SODI2	<i>Solanum diphyllum</i>	2
Jamaican nightshade	SOJA3	<i>Solanum jamaicense</i>	2
aquatic soda apple	SOTA3	<i>Solanum tampicense</i>	1
susumber, turkey berry	SOTO4	<i>Solanum torvum</i>	2
tropical soda apple	SOVI2	<i>Solanum viarum</i>	1
wedelia	SPTR6	<i>Sphagneticola trilobata</i>	2
nettleleaf porterweed	STUR	<i>Stachytarpheta urticifolia</i>	2
queen palm	SYRO2	<i>Syagrus romanzoffiana</i>	2
arrowhead vine	SYPO	<i>Syngonium podophyllum</i>	1
jambolan, Java plum	SYCU	<i>Syzygium cumini</i>	1
rose-apple	SYJA	<i>Syzygium jambos</i>	2
incised halberd fern	TEIN	<i>Tectaria incisa</i>	1
tropical almond	TECA	<i>Terminalia catappa</i>	2
Australian almond	TEMU2	<i>Terminalia muelleri</i>	2
seaside mahoe, portia	THPO3	<i>Thespesia populnea</i>	1
white-flowered wandering Jew	TRFL	<i>Tradescantia fluminensis</i>	1
oyster plant	TRSP8	<i>Tradescantia spathacea</i>	1
Chinese tallow, popcorn tree	TRSE6	<i>Triadica sebifera</i>	1
puncture vine, bur-nut	TRCI2	<i>Tribulus cistoides</i>	2
Caesar's weed	URLO	<i>Urena lobata</i>	2
Pará grass	URMU	<i>Urochloa mutica</i>	1
simpleleaf chastetree	VITR7	<i>Vitex trifolia</i>	2
Washington fan palm	WARO	<i>Washingtonia robusta</i>	2
Chinese wisteria	WISI	<i>Wisteria sinensis</i>	2
elephant ear, malanga	XASA2	<i>Xanthosoma sagittifolium</i>	2

Refer to <http://plants.usda.gov> and [www.flepcc.org](http://www.flepcc.org)