



Interoffice Memorandum

AGENDA ITEM

May 20, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Jon V. Weiss, P.E., Director
Planning, Environmental, and Development
Services Department

CONTACT PERSON: **David D. Jones, P.E., CEP, Manager
Environmental Protection Division
(407) 836-1406**

SUBJECT: June 21, 2022 — Consent Item
Florida Fish and Wildlife Conservation Commission
Contract No. FWC21148, Aquatic Plant Control Services

The Environmental Protection Division (EPD) is requesting approval of Florida Fish and Wildlife Conservation Commission (FWC) Contract No. FWC21148 (Contract). The current 10-year Contract FWC11356 between FWC and Orange County was approved by the Board on June 5, 2012 and will expire on June 29, 2022.

The proposed Contract allows Orange County to be reimbursed for labor, equipment and materials associated with controlling invasive aquatic plants in specific Orange County public-access lakes, including Lake Jessamine, the Conway Chain of Lakes, and the Butler Chain of Lakes. The contract begins upon execution by both parties and will end three years after the date of execution. The contract may be renewed for a period not to exceed three years. The funding for each fiscal year covered under this Contract will be determined by an annual task assignment that will reflect the changing needs in each lake. During the last three years of the prior contract, the amount of funds reimbursed to the County averaged approximately \$25,000 annually. The County has participated in this program for more than 30 years. This partnership has enabled the successful preservation and management of aquatic ecosystem resources, and in turn, allows residents and visitors to benefit from a variety of water-based recreational activities. This program has been very successful and a great cost savings to the County residents.

In addition, it is requested that the EPD Contract Manager be authorized to sign the annual task assignments associated with this Contract. The Contract was reviewed by the County Attorney's Office and approved as to form.

ACTION REQUESTED: Approval and execution of Governmental Contract State of Florida Florida Fish and Wildlife Conservation Commission Contract No. FWC21148 by and between the Florida Fish and Wildlife Conservation Commission and Orange County for controlling invasive aquatic plants in specific Orange County lakes and authorization for the Environmental Protection Division Contract Manager to sign annual task assignments. All Districts

DJ/JW: jk

Attachment

Governmental Contract

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Contract No. FWC21148

This contract is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "Commission" or "FWC," and Orange County, Florida, a charter county and political subdivision of the State of Florida, FEID number 596000773, whose address is 3165 McCrory Place, Suite 200; Orlando, Florida 32803, hereinafter "Contractor", collectively, "Parties".

INTRODUCTORY CLAUSES

The Commission and the Contractor intend to partner together to provide all labor, equipment, and herbicides for aquatic vegetation control services on eligible water bodies within Orange County;

The Commission has awarded this Contract pursuant to the requirements of Sections 287.057, Florida Statutes (F.S.); and such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:

Section 1. PROJECT DESCRIPTION.

The Contractor shall provide the services and products, and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A, which specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Contract was competitively procured, the Contractor's response to the Commission's solicitation is hereby incorporated by reference.

Section 2. PERFORMANCE.

A. Contractor Performance.

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

any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract in the event the Contractor's ability to perform under this Contract becomes compromised.

B. Contractor Responsibilities.

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

C. Commission Rights to Assign or Transfer.

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

Section 3. CONTRACT PERIOD.

A. Contract Period and Limited Obligation Period.

This Contract shall begin upon execution by both Parties, or February 28, 2022, (whichever is later), and end three-years after date of execution or after February 28, 2022, inclusive. The Commission shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.

B. Renewal – Competitive Procurement.

If this Contract was competitively procured pursuant to Section 287.057, Florida Statutes, the renewal price(s) must be set forth in the Contractor's response to the Commission's bid document. The renewal price(s) for this Contract are included in Attachment A. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

C. Renewal – Exceptional Purchase.

If this Contract was procured by an exceptional purchase pursuant to Subsections 287.057(3)(a) or (3)(c), Florida Statutes (F.S.), it may not be renewed. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed for up to three (3) years, or for a total term not to exceed the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract.

Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

D. Renewal Period.

This Contract may be renewed for a period not to exceed three (3) years.

E. Extension.

If this is a contract for contractual services, any extension of this contract as provided for in Attachment A, shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the Contractor.

Section 4. COMPENSATION AND PAYMENTS.

A. Compensation.

As consideration for the services rendered by the Contractor under the terms of this Contract, the Commission shall pay the Contractor on a cost reimbursement basis. This is a Master Agreement; funding allocated each fiscal year with an executed Task Assignment Notification Form.

B. Payments.

The Commission shall pay the Contractor for satisfactory performance of the tasks identified in Attachment A, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Contract Manager. Unless otherwise specified in Attachment A, invoices shall be due monthly, commencing from the start date of this Contract. Invoices must be legible and must clearly reflect the goods or services that were provided in accordance with the terms of the Contract for the invoice period. Unless otherwise specified in Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Contract to assure the availability of funds for payment. Costs under this Contract must be obligated, and all work completed by the Contractor by the end of the Contract period.

C. Invoices.

Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. Invoices may be submitted electronically to the attention of the Commission's Contract Manager. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Contractor acknowledges that the Commission's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. Travel Expenses.

If authorized in Attachment A, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

E. State Obligation to Pay.

The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Contract and any renewal thereof is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Contract Manager shall notify the Contractor in writing at the earliest possible time if funds are not appropriated or available.

F. Non-Competitive Procurement and Rate of Payment.

Section 216.3475, F.S., requires that under non-competitive procurements, a Contractor may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, the Contractor warrants, by execution of this Contract, that the amount of non-competitive compensation provided in this Contract is in compliance with Section 216.3475, F.S.

G. Cost Reimbursement

If any deliverables in Attachment A indicate some portion of the Contract is cost reimbursable, the Contractor shall be paid on a cost reimbursement basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. To be eligible for reimbursement, costs must be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

Invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the approved Contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the Contractor met the minimum performance standards established in the Contract. The Commission is required to maintain detailed supporting documentation and to make it available for audit purposes. By submission of the payment request, the Commission is certifying that the detailed documentation to support each item on the itemized invoice is on file at the agency and is available for audit.

Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for the categories in the approved Contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. The Commission may require more detailed documentation as deemed appropriate to satisfy that the terms of the Contract have been met.

Listed below are types and examples of their supporting documentation:

- i. **Salaries:** Timesheets that support the hours worked on the project or activity must be kept. A payroll register or similar documentation should be submitted and maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

- ii. **Tuition:** If the Commission determines tuition, stipends, and/or waivers are allowable costs, the payments must result from obligations incurred during the specified Contract period. Documentation must be provided to show compliance with 215.971, F.S. Examples include but are not limited to keeping timesheets/time and effort reports/logs that support the hours worked on the project or activity. If an individual for whom tuition, stipends and/or waivers are being claimed are paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- iii. **Fringe Benefits:** Supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the Contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
 - a. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- iv. **Travel:** To the extent the Commission determines travel is an allowable cost, reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher along with supporting receipts and invoices.
- v. **Other Direct Costs:** To the extent the Commission determines other direct costs are allowable, reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements).
- vi. **In-House Charges:** Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- vii. **Indirect Costs:** To the extent the Commission determines that indirect costs are allowable, and the Contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be provided in the Contract's budget breakdown. Indirect costs must be in the approved Contract budget and the Contractor must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

For cost reimbursement Contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

H. Fixed Price

If any deliverables in Attachment A indicate some portion of the Contract is fixed price, the Contractor shall be paid on a fixed price basis for eligible Project costs upon the completion, submittal, and approval of each of those deliverables. Contracts including services with fixed price deliverables are for tasks that are generally more complex. The units are larger (months or quarters, for example, or a milestones, phases, and tasks) and encapsulate a required level of performance that is quantifiable and measurable. For example, Contracts paying for months of prevention services for 25 youth or to create a museum exhibit (to be paid out in phases upon reaching specified percentages of completion) are frequently paid on a fixed price basis. Invoices for deliverables paid on a fixed price basis must identify the deliverable(s) that was completed and the price per

completed deliverable. In addition, the invoice (or invoice backup) must demonstrate that the minimum performance level was met for each deliverable.

I. Fixed Unit Price

If any deliverables in Attachment A indicate some portion of the Contract is fixed fee price, the Contractor shall be paid on a fixed fee/unit rate basis for "as needed" services in which the specific quantity of units to be completed each period are variable as identified in Attachment A. Fixed Fee/Unit Rate deliverables are generally used when the Contracts' tasks are finite and are not complex. Service types may include language translation services (in which the deliverable is each minute of translation services) or health screening test services (in which the deliverable is each health screening test completed.) Invoices for fixed fee/unit rate payment type deliverables must identify the deliverable(s) (unit of service), the number of units completed and the cost per unit. To be eligible for payment, costs must also be in compliance with other laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures.

J. Time Limits for Payment of Invoices.

Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., governing time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or Attachment A, specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. 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.

K. Electronic Funds Transfer.

The Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

L. Vendor Ombudsman.

A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

Section 5. MYFLORIDAMARKETPLACE VENDOR REGISTRATION AND TRANSACTION FEE.

A. MyFloridaMarketPlace

In accordance with Rule 60A-1.033 of the Florida Administrative Code (F.A.C.), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.033(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website. Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace

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

B. Transaction Fee.

Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.033(3), F.A.C., shall be assessed a Transaction Fee, which the Vendor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the 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.

Section 6. RETURN OR RECOUPMENT OF FUNDS

A. Overpayments to Contractor.

The Contractor shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Contractor by the Commission. In the event that the Contractor or its independent auditor discovers that overpayment has been made, the Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify the Contractor in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager and made payable to the "Florida Fish and Wildlife Conservation Commission".

B. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.

If the Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to the Contractor under this Contract or any other contract between the Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between the Contractor and the Commission, the Contractor will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

Section 7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. The Contractor is placed on notice that this exemption generally does not apply to other parties of this Contract, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Contract Manager.

If the Contract involves the improvement of real property titled to the State of Florida, then the following paragraph applies.

The Contractor acknowledges that property being improved is titled to the State of Florida and is not subject to lien of any kind for any reason. The Contractor shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

Section 8. MONITORING.

The Commission's Contract Manager shall actively monitor the Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in Attachment A.

Section 9. TERMINATION.

A. Commission Unilateral Termination.

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

B. Termination – Fraud or Willful Misconduct.

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

C. Termination - Funds Unavailability.

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

D. Termination – Other.

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

E. Contractor Discontinuation of Activities upon Termination Notice.

Upon receipt of notice of termination, the Contractor shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this

section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

Section 10. REMEDIES.

A. Financial Consequences.

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

B. Cumulative Remedies.

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

Section 11. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

**COMMISSION CONTRACT MANAGER
CONTACT INFORMATION:**

Kat Ethridge
Operations and Management Consultant I
Invasive Plant Management Section
3800 Commonwealth Boulevard, M.S. 705
Tallahassee, Florida 32399-3000
(850) 717-2129
kat.ethridge@myfwc.com

**VENDOR CONTRACT MANAGER CONTACT
INFORMATION:**

Christian H. Visscher
Environmental Team Leader
Environmental Protection Division
3165 McCrory Place, Suite 200
Orlando, Florida 32803
(407) 836-1446
christian.visscher@ocfl.net

Section 12. AMENDMENT.

A. Waiver or Modification.

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both Parties.

B. Change Orders.

The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a party's contact information, may be accomplished by a Modification.

C. Renegotiation upon Change in Law or Regulations.

The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

Section 13. PROPERTY RIGHTS.

A. Intellectual and Other Intangible Property.

- i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in Attachment A, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. The Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Contractor.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property.

This Contract is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Title.** If this Contract is supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A. Title to state-owned real property remains vested in the state.
- ii. **Use.** State-owned real property will be used as provided in Attachment A.

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Contract, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250.00 or more).

- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Contract unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A.

Section 14. RELATIONSHIP OF THE PARTIES.

A. Independent Contractor.

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

B. Contractor Training Qualifications.

The Contractor agrees that all the 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, the Contractor shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security.

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

D. Commission Rights to Assign or Transfer.

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

E. Commission Rights to Undertake or Award Supplemental Contracts.

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

Section 15. SUBCONTRACTS.

The Contractor is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.

A. Authority.

The Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission in coordination with the Contractor reserves the right to reject any subcontractor. The Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Contractor further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. Contractor Payments to Subcontractor.

If subcontracting is permitted pursuant to Paragraph A, above, the Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between the Contractor and subcontractor. The Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against the Contractor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

C. Commission Right to Reject Subcontractor Employees.

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

D. Subcontractor as Independent Contractor.

If subcontracting is permitted pursuant to Paragraph A above, the Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

Section 16. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

A. Disclosure of Interested State Employees.

This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor or its affiliates.

B. Convicted Vendors.

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. The Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

- i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at: http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists
- ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.
- iii. **Vendors on Scrutinized Companies List.** The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

C. Discriminatory Vendors.

The Contractor shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S. the Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

D. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.

Throughout the term of the Contract, the Contractor has a continuing duty to promptly disclose to the Commission's Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor's ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor's ability or willingness to perform the Contract is jeopardized, the Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) The Contractor will be able to perform the Contract in accordance with its terms and conditions; and b.) The Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

Section 17. INSURANCE.

The Contractor warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor.

Section 18. SPONSORSHIP.

As required by Section 286.25, F.S., if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Contractor's organization. Additional sponsorship requirements may be specified in Attachment A.

Section 19. PUBLIC RECORDS. .

- A. All records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.
- C. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:
 - i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Section 20. COOPERATION WITH INSPECTOR GENERAL.

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

Section 21. SECURITY AND CONFIDENTIALITY.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in Attachment A. 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. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

Section 22. RECORD KEEPING REQUIREMENTS.

A. Contractor Responsibilities.

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

B. State Access to Contractor Books, Documents, Papers, and Records.

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

C. Contractor Records Retention.

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

D. Contractor Responsibility to Include Records Requirements – Subcontractors.

In the event any work is subcontracted under this Contract, the Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

E. Compliance with Federal Funding Accountability and Transparency.

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

Section 23. FEDERAL COMPLIANCE.

As applicable, the Contractor shall comply with all federal laws, rules, and regulations, including but not limited to:

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).

B. Lacey Act, 16 U.S.C 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 24. FEDERAL FUNDS.

No Federal Funds are applied to this Contract, therefore, the following terms and conditions do not apply.

A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.

It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. Equal Employment Opportunity.

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. Davis-Bacon Act.

The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000.00 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. Copeland "Anti-Kickback Act".

The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or labors. Under this Act, contractors and subrecipients

are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, Contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. Rights to Inventions Made Under a Contract or Agreement.

37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Energy Efficiency.

Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. Debarment and Suspension Contractor Federal Certification.

In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. Prohibition against Lobbying.

- i. **Contractor Certification – Payments to Influence.** The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Contractor also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Contract and its related

Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

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

J. Compliance with Office of Management and Budget Circulars.

As applicable, the Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace.

Pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the Contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

Section 25. CONTRACT-RELATED PROCUREMENT.

A. PRIDE.

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

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

B. Respect of Florida.

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

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

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

C. Procurement of Recycled Products or Materials.

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

Section 26. INDEMNIFICATION.

If the Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Contractor is not a state agency or subdivision as defined above, 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 the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the 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 the Commission. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

Section 27. NON-DISCRIMINATION.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

Section 28. MEDIATION.

In the event of any claim or dispute arising by or between the Commission and the Contractor, each party shall continue to perform as required under the Contract, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Contract notwithstanding disputes as to amounts due for payment hereunder. Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to the Contract or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida.

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The parties have two weeks after notice to agree in writing upon a mediator.
- iv. If the parties cannot agree upon a Florida Supreme Court certified mediator, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
 - a. The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
 - b. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.
 - c. The terms of this Contract and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.
 - d. All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.
- vi. The Contractor shall require all the dispute resolution provisions and requirements set out in this Article in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its performance of this Contract during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Contractor involves a claim or other matter by or against any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim. Should mediation fail to resolve the claim submitted, the parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these conditions are incorporated by reference or otherwise, and the parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

Section 29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

This Contract has been delivered in the State of Florida. Florida law governs this Contract, all agreements arising under or out of this Contract, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Contract. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Contract unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Contract. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By signing this Contract, the Contractor affirms that the Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. The Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

Section 30. JURY TRIAL WAIVER.

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

Section 31. NO THIRD-PARTY RIGHTS.

The Parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

Section 32. PROHIBITION OF UNAUTHORIZED ALIENS.

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

Section 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify.

Section 448.095(2) Florida Statute requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system

to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.

C. Enrollment in E-Verify.

As a condition precedent to entering a Contract with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Contract not being issued, or if discovered after issuance, termination of the Contract.

D. E-Verify Recordkeeping.

The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

E. Employment Eligibility Verification & Compliance.

Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Contract pursuant to Section 448.095(2)(c) Florida Statute, the Contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Contract.

Section 34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents 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 Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay the Contractor believes is excusable under this paragraph, the Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar 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) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE 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. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission 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, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services 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.

Section 35. MEDIA REQUESTS.

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Contract, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Contract shall be processed through the Commission only.

Section 36. ENTIRE CONTRACT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the Parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail: this contract and its attachments, the terms of the solicitation and the Contractor's response to the solicitation.

**REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW**

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR EXECUTION SIGNATURE



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

BY: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

DATE: June 21, 2022

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

BY: *Katie Smith*
Deputy Clerk
Katie Smith
Printed Name

COMMISSION EXECUTION SIGNATURE

Florida Fish and Wildlife Conservation
Commission

Thomas H. Eason Digitally signed by Thomas H. Eason
Date: 2022.07.18 08:11:49 -04'00'

Executive Director (or Designee) Signature

Thomas H. Eason, Ph.D.
Print Name

Assistant Executive Director
Title

07/18/2022
Date

ATTACHMENTS

Attachments in this Contract include the following:

- Attachment A Scope of Work
- Attachment B Task Assignment Notification Form
- Attachment C Task Assignment Change Order Form
- Attachment D Approved Water Bodies
- Attachment E Approved Plant Species Listing
- Attachment F Approved Chemical Control Listing
- Attachment G Report of Operation Form (454)
- Attachment H Equipment Usage Rates
- Attachment I Subcontractor Status Report
- Attachment J Addendum to Terms and Conditions

ATTACHMENT A

SCOPE OF WORK

Orange County Board of County Commissioners

A. DESCRIPTION OF SERVICES

The Florida Fish and Wildlife Conservation Commission (Commission) will contract with the Orange County Board of County Commissioners (Contractor) to provide aquatic vegetation control services on eligible water bodies within Orange County. Services will be performed per the Scope of Work (Attachment A) and the terms and conditions within an executed formal contract. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission.

The services to be performed consists of the Contractor furnishing all labor, equipment, and herbicides as described herein for the control of aquatic plants, specifically within the areas outlined and generally as needed in eligible public waters within the boundaries of Orange County.

Each State fiscal year a Task Assignment Notification Form (Task) will be issued. Copies of Task Assignment Notification Form and Task Assignment Change Order Form (TACO) are attached as Attachments B and C. The Task will inform the Contractor of the time-period for services to be conducted and the funding allocated for expenses during the service period. If the time-period for services or funding changes during a State fiscal year a TACO will be created and fully executed.

Once an executed contract and Task are in place, the Commission's Site Manager (RBs) will work together with the Contractor, regarding aquatic plant management on eligible water bodies. The Contractor and/or the Commission's Site Manager (RBs) shall submit a weekly Schedule of Operations in the Commission's Invasive Plant Management Section (IPM) Plant Management Authorization Reporting System (PMARS) application. The weekly schedule will contain, treatment locations, target plant species and acreages, control methods and any additional requirements of the treatment. It is the Contractor's responsibility to read and understand all treatment protocols as listed in the schedule.

B. BACKGROUND

The control of aquatic vegetation is a program under the Commission's Division of Habitat and Species Conservation, Invasive Plant Management Section (IPM). The program staff manages aquatic vegetation on approximately 465 public water bodies throughout the State of Florida. Management of aquatic vegetation involve State, Federal and Local governments and is funded by State dollars and sometimes Federal dollars.

C. SUPPORT OF COMMISSION MISSION/RETURN ON INVESTMENT

The aquatics program works to reduce the negative impacts from invasive nonindigenous plants, such as, water hyacinth, water lettuce and hydrilla to preserve approximately 465 public water bodies within Florida. The management and maintenance of aquatic vegetation is critical and key to keeping low levels of invasive aquatic vegetation to sustain navigational, flood control and recreation, while also protecting native plant habitat for fish and wildlife. The Commission's IPM Tallahassee staff and Site Managers work with stakeholders to identify primary uses and functions of each waterbody.

D. DEFINITIONS

- 1. Task Assignment Change Order (TACO):** A formal document completed and fully executed when there is a time-period or funding change to an existing executed Task Assignment Notification.

2. **Commission's Site Manager (RBs):** Regional Biologists located in the Invasive Plant Management Section offices throughout the State of Florida. Oversee treatments being conducted by Contractors.
3. **Plant Management Authorization Reporting System (PMARS)** – The computer program utilized by IPM staff and Contractors to input data to generate reports, schedule treatments, track chemicals used and create invoices for aquatic vegetation services.
4. **Bump treatment** – A follow-up chemical treatment.
5. **Report of Operation Form** - A form used to report water body, plant species, chemicals/ adjuvants used, acres treated and staff and equipment hours. Submitted monthly with invoice to show cost of treatments conducted. Also, referred to as a Form 454.
6. **Hours** – Time worked during aquatic vegetation control services to be calculated as follows: The number of individual crew members working the treatment multiplied by daily hours worked multiplied by days worked to complete treatment. **Example:** Four (4) individual crew members work eight (8) hours a day for three (3) days to complete a treatment, total number of hours would equal ninety-six (96).
7. **Schedule of Operation** – A weekly schedule created by the Commission's Site Managers to show time-period, water body name, plant species, method of control (chemical), acres to be treated, chemical rate and notations regarding work area for services to be conducted by the Contractor. The schedule is created in PMARS.
8. **Unforeseen Circumstances** – Situations beyond reasonable control of the Contractor that constitutes a justification for a delay in the Contractor performing required services.
9. **Technical Issues** – Unforeseen equipment (hardware) or software failures that make it difficult or impossible for the Contractor to perform required action.

E. DELIVERABLES

1. Specific Project Deliverables & Associated Tasks

The Contractor is to perform monthly aquatic vegetation control services to include, applying chemicals (liquid and solid formulations) from small to moderate size areas of floating and emergent plant species, small acres of submersed vegetation, to several acres of hydrilla during large-scale management operations on eligible water bodies within Orange County (Attachment D, Approved Water Body Listing). The Contractor may also be required to provide snagging services (cutting and removing fallen timber from navigation channels) and pushing floating mats of vegetation out of navigation channels or away from access points. Only plant species shown on the Approved Plant Species Listing (Attachment E) can be treated and with only the chemicals listed on the Approved Chemical Control Listing (Attachment F). The Commission's Site Managers and/or the Contractor will post a Schedule of Operations in PMARS each week to show services to be conducted. If services are conducted before a Task has been fully executed the Contractor may not be paid for services rendered.

2. Minimum Level of Performance

Aquatic vegetation control services and/or other services are to be conducted to maintain floating and emergent plant species, water hyacinth, water lettuce and hydrilla at the lowest feasible levels to

maintain recreational and navigational areas on eligible water bodies within Orange County. Levels of control are to be coordinated with the Commission's Site Managers. The Contractor and/or the Commission's Site Managers will create a Schedule of Operations each week in PMARS containing treatment locations, target plant species and acreages, control methods and any additional requirements of the treatment. The Contractor must review each schedule and contact the Commission's Site Manager if any questions regarding the services to be conducted.

The Contractor is required to have a GPS tracking system attached to each spray rig system while on a vessel, or any other spray rig being used to apply herbicides. Each system must be checked daily to capture the data necessary to verify services being conducted under the Contract, and all Task and TACOs issued.

NOTE: The Commission may reduce payment for work shown on a 454 form by ten percent (10%) if the work does not have corresponding GPS track verification unless the Contractor has received prior approval from the Commission's Contract Manager or Site Manager to conduct the services.

3. Documentation/Criteria Used as Evidence of Performance

- a. Itemized invoice signed by the Contractor's Contract Manager or designee.
- b. Completed and approved (signed) Report of Operation forms (Attachment G).
- c. If the Contractor's Contract Manager is unavailable to sign documents, an email must be sent to the Commission's Contract Manager stating who has been delegated to sign as the Contractor's Contract Manager (designee).
- d. The Contractor is required to identify each GPS device on the form 454 to enable GPS tracks to be tied back to a specific weekly treatment.
- e. Documentation showing the hourly rate of pay for each staff member who worked during the month. Documents must cover the time-period worked.
- f. Copies of current chemical invoices showing price for products used conducting monthly contractual services. The price may include taxes paid for purchase of product, if charged. Copies of purchase orders or inventories **are not** considered proof of purchase or price and will not be accepted.
- g. Copies of travel documents if authorized travel occurred during a month of services.

4. Timeline for Completion

Contractual services are to be conducted monthly and within the time-period of each executed Task or TACO issued under the executed Contract. Work will be performed only during weekdays (Monday through Friday) between the hours of 7:00 a.m. and half (1/2) hour after legal sunset. No weekend work is authorized unless prior written (email) approval has been received from the Commission's Contract Manager. Task will be issued at the beginning of each State fiscal year to show time-period for services to be rendered.

F. FINANCIAL CONSEQUENCES

If the Contractor fails to meet the established minimum performance level for the specified deliverable, the Commission may reduce payment by ten (10) percent. Allowance will be made for non-compliance to minimum performance levels if the reason is due to circumstances beyond the Contractor's control.

Additionally, if the Contractor materially fails to comply with the terms and conditions of the Contract, including any Federal or state statutes, rules, or regulations applicable to the Contract, the Commission may take one or more of the following actions, as appropriate for the circumstances:

1. Temporarily withhold cash payments pending corrections of the deficiency by the Contractor.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partially suspend or terminate this Contract.
4. Take other remedies that may be legally available.

G. PERFORMANCE

1. The Contractor shall provide all labor, equipment, and chemicals for aquatic vegetation control, within Orange County, or a water body that may impact public waterbodies within Orange County. The approved public water bodies within the boundaries of Orange County on which services may be rendered are shown on the Approved Water Body List (Attachment D). The Contractor shall work with the Commission's Site Managers to create prescriptions for treatments.
2. Any services conducted outside the boundaries or listing must be approved by the Commission's Contract Manager and an executed Contract Amendment must be in place before services are to be conducted.
3. Only the plant species listed on Attachment E are to be treated when found on eligible public water bodies within Orange County and can only be treated with the approved chemicals listed on Attachment F. The Contractor is to follow the Schedule of Operation posted each week in PMARS.
4. If there is a change to the approved water bodies, plant species or chemical control listings a Contract Amendment must be created and fully executed before any services are rendered. No services stated within the Amendment are to be performed until a fully executed Amendment is in place.
5. In addition to chemical control services, the Contractor may be required to provide snagging services (cutting and removing fallen timbers from navigation channels) and pushing floating mats of vegetation out of navigation channels or away from access points.
6. Each State fiscal year a Task will be executed to show when contractual services are to begin and end, and funding allocated for expenditures. If the time-period or funding during a fiscal year is either increased or reduced, a TACO must be created to show the difference and fully executed.
7. The Contractor's staff conducting aquatic vegetation control, as well as other services, shall hold all valid licenses necessary to perform contractual services and these licenses must be kept current.
8. The Contractor shall perform work in a manner that maximizes cost-effective control of target plants while protecting to the greatest degree practicable, non-target flora and fauna, the environment, and the public from work operations.
9. The Contractor shall have all vessels prominently marked with the Contractor agency (company/organization) name.
10. The Contractor shall arrive at the beginning of each work period with the appropriate chemical(s) and additive(s) required to make the necessary chemical applications. Transportation of these chemical(s) and additive(s) must be in accordance with the U.S. Environmental Protection Agency (USEPA) label and the Florida Department of Agriculture and Consumer Services regulations.
11. The Contractor shall supply and post signs indicating applicable water use restrictions at access points in the treatment area and at appropriate shoreline locations. The Contractor shall also be responsible for the removal of the signs once the use restriction period is over.

12. The Contractor shall follow label instruction to properly dispose of all chemical and adjuvant containers.
13. The Contractor may have at each work site, a properly functioning wind meter and a properly functioning oxygen meter.
 - a. The Contractor shall record wind readings prior to starting and hourly during all liquid phenoxy or phenoxy-like chemical applications pursuant to the Department of Agriculture and Consumer Services rules in Chapter 5E-2, F.A.C.
 - b. The Contractor may take oxygen readings before commencing management operations and contact the Commission's Site Manager before starting management operations if the dissolved oxygen level is below five (5) parts per million.
 - c. The Commission's Site Manager may require the Contractor to take oxygen readings before commencing management operations. The Commission's Site Manager is to inform the Contractor in writing (email) with the name of the water body, number of readings to be taken and days the readings are to be completed. The Contractor is to inform the Commission's Site Manager of the data collected in writing (email) prior to starting management operations. If the Contractor informs the Commission's Site Manager of the data collected via a phone call, the Contractor must follow up in writing (email). The data shall also be recorded on the Report of Operation form for the water body on which services were performed.
14. The Contractor shall perform regular equipment maintenance activities to reduce leaks, spills, or other unintended discharges of pesticides associated with the application of pesticides covered under this contract. In addition, the Contractor shall maintain pesticide application equipment in proper operating condition by adhering to manufacturer's recommendations and industry practices, and by calibrating, cleaning, and repairing such equipment on a regular basis to ensure effective pesticide application control.

15. Individual Applicator Assessment/Training

The Contractor's individual applicators will be held to following all rules and regulations created by the Department of Agriculture and Consumer Services regarding aquatic plant management and the application of herbicides. Individual applicators must hold valid certifications to perform services under the Contract, Tasks and TACOs. During the time-period of the contract the Contractor's individual applicators will be assessed by the Commission's Regional Site Managers during treatments. If the Commission's Site Manager determines an individual applicator is failing to be responsible while performing plant management activities, the Commission's Site Manager will notify the Commission's Contract Manager. The Commission's Site Manager will need to submit written document (email, memo, etc.) to the Commission's Contract Manager notating information regarding the individual applicator and the issues that have been seen. After review of the documentation, the Commission's Contract Manager will contact, via email, the Contractor's Contract Manager and Project Manager stating that the individual applicator will be suspended from working under any Commission contracts/Tasks/TACOs until further notice. The Contractor must have the individual applicator retrained and submit documentation to the Commission's Contract Manager showing proof that training was taken, and the applicator is eligible to be reinstated. The Commission's Contract Manager will review the documentation and send a written notification (email) to the Contractor's Contract Manager either approving or denying reinstatement. Communication via emails, phone calls and Team meetings may take place throughout the process. Final decision must be sent in writing (email).

16. Global Positional Satellite (GPS) Tracking Systems

- a. The Contractor must use an FWC Invasive Plant Management Section approved GPS tracking system. The GPS tracking system must be made up of a GPS unit and switch to detect flow. The Contractor's system must provide an automated transfer of GPS tracks into the Commissions system.
- b. The Contractor must have a GPS tracking system attached to each spray rig being utilized for services under the Contract, and all Tasks and TACOs issued under the Contract. A GPS tracking system must be a part of all spray rig systems while on a vessel, or any other spray rig being used to apply herbicides.
- c. The Contractor must always have the GPS tracking system running while conducting services under the Contract, and all Tasks and TACOs issued under the Contract.
- d. The system must be capable of recording vessel travel on the water and periods of activation/inactivation of herbicide flow.
- e. The Contractor must identify each GPS device on the 454 forms submitted with monthly invoices to enable GPS tracks to be tied back to a specific weekly treatment.
- f. The Contractor must share all data collected from the GPS systems during herbicide treatments. The data collected will determine if a Contractor is being productive and conducting treatments within the areas approved during work hours.
- g. If the Contractor has unforeseen circumstances and technical issues with the tracking system, staff must contact the Commission's Contract Manager and/or Site Manager via a phone call within a one-hour period of an issue to explain why the tracking system is not operational. The Contractor must follow-up the phone call with an email to be placed in the contract file. The email must be sent within a period of 24 hours after the initial phone call was placed.
- h. The Commission may reduce payment for work shown on a 454 form by twenty-five percent (25%) if the work does not have corresponding GPS track verification unless the Contractor has received prior approval from the Commission's Contract Manager or Site Manager to conduct the services.

All work shall be conducted Monday through Friday, unless approved in advance by the Commission's Site Manager. The Contractor shall be prepared to commence management operations (i.e., leave the boat ramp headed for the control site) at or before 8:00 a.m. to maximize effective work time before wind and rain can interrupt operations.

The Commission's Site Managers will work with the Contractor when there is a Federal or State observed holiday and during duck hunting season regarding services to be conducted.

H. RENEWALS AND EXTENSION

See Page two (2) and three (3) of the Contract for further language regarding renewals and extensions.

I. COMPENSATION AND PAYMENT

1. FIXED PRICE RATES/COST REIMBURSEMENT

The Commission shall pay the Contractor for aquatic vegetation control services based on cost reimbursement in accordance with rates shown for employee's hourly rate of pay and the use of

authorized chemicals. The Contractor will only be reimbursed for the actual hours worked and the amounts of authorized chemicals used for control services. The Commission shall pay the Contractor for equipment used during aquatic vegetation control services based on a fixed price (hourly rate) in accordance with rates shown on the Equipment Usage List (Attachment H).

Monthly invoices that are requesting reimbursement for services conducted by a Subcontract must be accompanied by an invoice from the Subcontractor, back-up documents showing services were rendered and proof of payment made by the Contractor.

Executed Task issued will show State funding to be expended during a fiscal-year time-period.

2. INVOICE SCHEDULE

Itemized invoices are to be created using the PMARS (Plant Management Authorization Reporting System) system and submitted monthly to the Commission's Contract Manager by the 20th of each month except for the invoice for the month of June. Monthly invoice packages must include a Contractor's Contract Manager (or designee) signed invoice, signed, and approved Report of Operation forms (Attachment G), copies of payment stubs and current chemical invoices (no purchase orders or inventories) for each product used for services during the month and travel documents if travel was authorized. Only costs directly related to the contractual services being provided will be reimbursed. The invoice for June must be submitted within the time-period given by the Commission's Contract Manager or designee. All invoices must reflect the FWC Contract number and the current fiscal year Task number.

3. TRAVEL EXPENSES

Any travel for conferences, workshops, or anything other than overnight travel for the purposes of carrying out contractual services must have prior written (email) approval from the Commission's Contract Manager. An email shall be sent to the Commission's Contract Manager requesting prior approval and a response must be received back from the Commission's Contract Manager in writing (email) showing approval for requested travel. Reimbursement for travel shall be submitted through the PMARS system with the monthly invoice.

See Contract for applicable terms and conditions related to travel regarding Florida Statutes and reimbursement.

4. FORMS AND DOCUMENTATION

The list below is required for monthly invoices:

- a. Itemized invoice signed by the Contractor's Contract Manager or designee.
- b. If the Contractor's Contract Manager is unavailable to sign documents, an email must be sent to the Commission's Contract Manager stating who has the Delegation of Authority to sign as the Contractor's Contract Manager.
- c. Completed Report of Operations forms, signed by contracting staff and approved by the Contractor's Contract Manager or designee.
- d. Copies of current invoices for any chemical products used for services conducting monthly contractual services. The price may include taxes paid for purchase of product, if charged. **Copies of purchase orders or inventories are not considered proof of purchase or price and will not be accepted.**
- e. Employees pay information, documents showing each staff member who worked during the month under the contract and their hour rate of pay (pay stub).

- f. Copies of travel documents if authorized travel occurred during a month of service.
- g. Proof of payment of Subcontractor's if utilized.

Note: See Section G. Cost Reimbursement of the Contract for further details regarding documentation submitted for cost reimbursement contracts.

J. MONITORING SCHEDULE

The Contractor will conduct site visits to inspect water bodies within 2 to 4 weeks after treatments have been conducted to see if the objective of the treatment were met or if retreatment (bump) and revision to chemical prescription needs to be made.

The Commission's Site Managers will conduct surveys on the water bodies within Orange County to look for new infestations and to assess the overall water body condition. During the time-period for services to be rendered, the RBs will conduct site visits and field inspections to evaluate work conducted and compare (reconcile) to the Report of Operation forms that have been submitted with the monthly invoices for payment.

K. SUBCONTRACTS

Subcontracting will be allowed only if the Contractor is not available to conduct contractual services. A copy of the Contractor's Subcontract agreement must be sent to the Commission's Contract Manager for review and approval before the Subcontractor is authorized to conduct contractual services. The Contractor must coordinate with the Commission's Contract Manager and Site Manger before Subcontractors perform any services.

The Contractors monthly invoices requesting reimbursement for services conducted by a Subcontractor must be accompanied by an invoice from the Subcontractor, back-up documents showing services were rendered and proof of payment made by the Contractor. The **Subcontractor Status Report (Attachment I)** shall be submitted with each invoice for payment.

See pages nine (9) and ten (10) of the Contract for further terms and conditions related to subcontracts.

L. SPECIAL PROVISIONS

1. CONTRACTOR

The Contractor must provide an applicator certified with a Florida Department of Agriculture and Consumer Services, Restricted Use Pesticides License in the Aquatic Pest Control category for each on-site work being conducted.

2. CHEMICAL

All chemicals shall be used in accordance with the U.S. Environmental Protection Agency (USEPA) label. The Contractor shall have a copy of the USEPA chemical label and Material Safety Data Sheet (MSDS) at each control site for each chemical in the Contractor's possession.

The Contractor is liable for any penalty, fines or damages resulting from the misuse of chemicals. Chemicals are to be provided by the Contractor, as needed, depending on the type of aquatic vegetation to be treated. The Commission reserves the right, as its option, to furnish any or all the chemicals in lieu of reimbursement to the Contractor.

3. PMARS (Plant Management Authorization Reporting System)

The Contractor must use the PMARS online database for all reporting, invoicing and notifications associated with participation in the FWC IPM Aquatic Plant Control Program. The Contractor is responsible for the accuracy and security of all information input into PMARS. The Contractor will incur all costs for training staff in the proper use of PMARS including when any modifications or enhancements of the program take place for the original term and any renewal years of the executed contract.

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Attachment B

**Task Assignment Notification Form
Contract Number: FWC**

Task Assignment Number :
 Task Assignment Term: Upon Execution to
 Contractor Name:
 Contractor's Contract Manager Telephone:
 Contractor's Site Manager/Telephone:
 FWC Contract Manager Telephone:

Task Description: Deliverables:

Cost Reimbursement Task Assignment Amount:

Invoicing Frequency:

Funding Information:

| Org Code | EO | Fund | Category | Fiscal Year | Object Code | Amount |
|----------|----|------|----------|-------------|-------------|--------|
| | | | | | | |
| | | | | | | |
| PID: | | | | | | |

Approvals:

Contractor

Fish and Wildlife Conservation Commission

Contract Manager (or designee) Date

Contract Manager (or designee) Date

Print Name

Section Leader (or designee) Date
Invasive Plant Management Section

Division Director (or designee) Date
Division of Habitat and Species Conservation

Executive Director (or designee) Date

cc. Contracts Office
 Regional Biologist

Attachment C

**Task Assignment Change Order Form
Contract Number: FWC**

Task Assignment Number: _____ Change Order Number _____ Date: _____
 Task Assignment Term: _____
 Contractor Name: _____
 Contractor's Contract Manager: _____
 FWC Contract Manager: _____
 FWC Site Manager: _____
 Description of Change: _____

CHANGE IN TASK AMOUNT

| | | |
|---|----|--------------------|
| Original task amount: | | Cost Reimbursement |
| Task amount prior to this change order: | \$ | \$ |
| Net decrease in task amount: | \$ | |
| Task amount with all change orders | \$ | |

CHANGE IN TASK TERM

Original task completion date: _____
 Completion date prior to this change: _____
 Net increase/decrease in task period: _____
 Completion date with all change order: _____

Change in Funding Information:

| Org Code | EO | Fund FIO | Category | Fiscal Year | Obj. Code | Amount |
|----------|----|----------|----------|-------------|-----------|--------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| PID | | | | | | |

Approvals:
Contractor _____

Fish and Wildlife Conservation Commission

Contract Manager (or designee) Date

Contract Manager (or designee) Date

Print Name

Section Leader (or designee) Date
Invasive Plant Management Section

Division Director (or designee) Date
Division of Habitat and Species Conservation

Executive Director (or designee) Date

cc: Contracts Office
Regional Biologist

Attachment D**Approved Waterbody Listing – Orange County***

| <u>Name</u> | <u>County</u> |
|------------------------------|---------------|
| Administration | ORANGE |
| Turkey, Lake | ORANGE |
| Isleworth Lake | ORANGE |
| Apopka, Lake | ORANGE |
| Baldwin, Lake | ORANGE |
| Blanche, Lake | ORANGE |
| Butler, Lake | ORANGE |
| Carlton, Lake | ORANGE |
| Chase, Lake | ORANGE |
| Clear Lake | ORANGE |
| Conway, Lake | ORANGE |
| Down, Lake | ORANGE |
| Fairview, Lake | ORANGE |
| Gatlin, Lake | ORANGE |
| Hart, Lake | ORANGE |
| Ivanhoe, Lake | ORANGE |
| Jessamine, Lake | ORANGE |
| Johns Lake | ORANGE |
| Lawne, Lake | ORANGE |
| Little Fish Lake | ORANGE |
| Louise, Lake | ORANGE |
| Maitland, Lake | ORANGE |
| Mann, Lake | ORANGE |
| Mary Jane, Lake | ORANGE |
| Minnehaha, Lake | ORANGE |
| Mizell, Lake | ORANGE |
| Nina, Lake | ORANGE |
| Osceola, Lake | ORANGE |
| Pocket Lake | ORANGE |
| Prima Vista, Lake | ORANGE |
| Rock Spring Run | ORANGE |
| Sarah, Lake | ORANGE |
| Sheen, Lake | ORANGE |
| Starke Lake | ORANGE |
| Tibet, Lake | ORANGE |
| Underhill, Lake | ORANGE |
| Virginia, Lake | ORANGE |
| Wauseon Bay | ORANGE |
| Wekiva River | ORANGE |
| Administration | ORANGE |
| Little Econlockhatchee River | ORANGE |

*** Actual waterbodies managed by Orange County are restricted to those authorized on the annual Task Assignment Notification Form.**

Attachment E**Approved Plant Species Listing***

| Species | Common Name |
|--------------------------------------|-----------------------------|
| Acer rubrum | Red Maple |
| Aeschynomene fluitans | Giant water sensitive plant |
| Albizia julibrissin | Mimosa tree |
| Alternanthera philoxeroides | Alligatorweed |
| Althaea officinalis | Marsh Mallow |
| Amaranthus albus | Prostrate Pigweed |
| Amaranthus australis | Southern amaranth |
| Ampelopsis arborea | Peppervine |
| Andropogon spp | Broomsedge |
| Azolla caroliniana | Carolina Mosquito Fern |
| Azolla pinnata | feathered mosquitofern |
| Baccharis angustifolia | Baccharis |
| Baccharis halimifolia/glomeruliflora | Groundsel tree |
| Bacopa caroliniana | Lemon Bacopa |
| Bacopa monnieri | Smooth Water Hyssop |
| Begonia cucullata | Wax begonia |
| Bidens spp | beggarticks |
| Blechnum serrulatum | Swamp Fern |
| Blue-Green Algae | Cyanobacteria |
| Brasenia schreberi | Water Shield |
| Cabomba caroliniana | Cabomba, Fanwort |
| Canna flaccida | Golden Canna |
| Canna spp. (exotic) | |
| Carex spp | Foxtail Sedge |
| Casuarina spp | Australian Pine |
| Cephalanthus occidentalis | Button Bush |
| Ceratophyllum demersum | Coontail |
| Ceratopteris thalictroides | Watersprite |
| Chara spp | Musk Grass |
| Cicuta maculata | Spotted Water Hemlock |
| Cinnamomum camphora | Camphor Tree |
| Cladium jamaicense | Saw-grass |
| Colocasia esculenta | Wild Taro |
| Commelina spp. (exotic) | Dayflower (exotic) |
| Cornus foemina | Swamp dogwood |
| Crassula helmsii | |
| Crinum americanum | Souther Swamp Lily |
| Cryptocoryne walkeri | Water trumpet |

| | |
|---|------------------------------|
| Cyperus alopecuroides | foxtail flatsedge |
| Cyperus articulatus | Jointed Flat Sedge |
| Cyperus blepharoleptos | Cuban Bulrush |
| Cyperus involucratus | Umbrella Flat Sedge |
| Cyperus papyrus | Egyptian papyrus |
| Cyperus prolifer | Dwarf Papyrus |
| Cyperus spp. (other natives) | NULL |
| Dalbergia sissoo | Indian rosewood |
| Decodon verticillatus | Swamp Loosestrife |
| Didiplis diandra | NULL |
| Echinochloa spp | Coast Cockspur |
| Echinochloa spp. (exotic) | NULL |
| Echinodorus spp | Creeping Burhead |
| Egeria densa | Elodea, Anacharis |
| Egeria najas | Narrow-leaf Anacharis |
| Eichhornia crassipes | Water Hyacinth |
| Eichhornia spp | |
| Eleocharis spp., emersed | Spikerush |
| Eleocharis spp., sub/floating | Horse Hair Grass, Hair Grass |
| Eupatorium capillifolium | Dog Fennel |
| Filamentous algae | Algae |
| Floating Plants (Eichhornia and Pistia) | Hyacinth/Lettuce Mix |
| Fontinalis spp | Common Water Moss |
| Fuirena spp | Lake Rush |
| Gordonia lasianthus | Loblolly bay |
| Habenaria repens | Water Spider Orchid |
| Hemarthria altissima | Limpograss |
| Heteranthera dubia | NULL |
| Heteranthera spp | |
| Hydrilla verticillata | Hydrilla |
| Hydrocotyle spp | Pennywort, Dollar Weed |
| Hygrophila polysperma | East Indian Hygrophila |
| Hymenachne amplexicaulis | West Indian Marsh Grass |
| Hymenocallis spp | Spider Lily |
| Hypericum spp | St. Johns Wort |
| Imperata cylindrica | Cogon Grass |
| Ipomoea aquatica | Water Spinach |
| Ipomoea carnea sub. fistulosa | Bush Morning Glory |
| Ipomoea sp | Morning glory |
| Juncus effusus | Soft Rush |
| Juncus repens | Creeping Rush |
| Juncus roemerianus | Black Needle Rush |
| Juncus spp. (other) | NULL |
| Lachnanthes caroliana | Redroot |

| | |
|---------------------------------|------------------------------|
| Lachnocaulon minus | Bogbutton |
| Leersia hexandra | Southern Cut Grass |
| Lemna/Spirodela spp | Duckweed |
| Leucaena leucocephala | Lead Tree |
| Limnobium spongia | Frogsbit |
| Limnophila sessiliflora | Ambulia |
| Liquidambar styraciflua | Sweet Gum |
| Lobelia cardinalis | Cardinal Flower |
| Ludwigia arcuata | Piedmont Primrose |
| Ludwigia grandiflora/hexapetala | large-flower primrose-willow |
| Ludwigia grandifolia | |
| Ludwigia leptocarpa | anglestem primrose |
| Ludwigia octovalvis/peruviana | Primrose Willow |
| Ludwigia palustris/repens | Red Ludwigia |
| Ludwigia spp. (other) | Ludwigia (other) |
| Luziola fluitans | Southern Water Grass |
| Luziola subintegra | Neotropical Water Grass |
| Lygodium japonicum | Climbing Fern |
| Lygodium microphyllum | Climbing Fern |
| Lyngbya spp | Lyngbya |
| Magnolia virginiana | Sweetbay |
| Marsilea spp | Water Clover |
| Mayaca fluviatilis | Bogmoss |
| Melaleuca quinquenervia | Melaleuca |
| Melinis repens | Rose Natal Grass |
| Merremia tuberosa | Wood Rose |
| Micranthemum glomeratum | Baby's Tears |
| Micranthemum umbrosum | Baby's Tears |
| Mikania scandens | Climbing Hempweed |
| Mimosa pigra | Catclaw Mimosa |
| Mormodica charantia | Balsam Pear |
| Myrica cerifera | Wax myrtle |
| Myriophyllum aquaticum | Parrots Feather |
| Myriophyllum heterophyllum | Variable Leaf Milfoil |
| Myriophyllum laxum/pinnatum | Loose Water Milfoil |
| Myriophyllum spicatum | Eurasian Water Milfoil |
| Najas filifolia | Needleleaf Waternymph |
| Najas flexilis | NULL |
| Najas gracillima | NULL |
| Najas guadalupensis | Southern Naiad |
| Najas marina | Spiny Naiad |
| Najas minor | Brittle Waternymph |
| Nasturtium floridanum | Florida Watercress |
| Nasturtium officinale | Watercress |

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|---------------------------|---------------------------------|
| Nelumbo lutea | American Lotus |
| Nelumbo nucifera | Sacred Lotus |
| Nitella spp | Stonewort |
| Nuphar advena | Spatterdock |
| Nymphaea mexicana | Yellow Water Lily |
| Nymphaea odorata | Fragrant Water Lily |
| Nymphaea spp. (exotic) | Exotic Water Lily |
| Nymphoides aquatica | Banana Lily |
| Nymphoides cristata | Floating Heart |
| Nymphoides spp., (exotic) | |
| Orontium aquaticum | Golden Club |
| Oxycaryum cubense | Scirpus Cubensis, Cuban Bulrush |
| Packera glabella | Butterweed |
| Paederia foetida | Skunk Vine |
| Panicum hemitomon | Maidencane |
| Panicum repens | Torpedo grass |
| Paspalidium geminatum | Knotgrass |
| Paspalum distichum | NULL |
| Paspalum fluitans | NULL |
| Paspalum repens | Water paspalum |
| Peltandra spp | Arrow Arum |
| Pennisetum purpureum | Napier Grass |
| Persea borbonia/palustris | Bay tree |
| Phragmites australis | Giant Reed |
| Phyllanthus Fluitans | Floating spurge |
| Phytolacca Americana | Pokeweed |
| Pistia stratiotes | Water Lettuce |
| Polygonum glabrum | Smartweed |
| Polygonum hydropiperoides | NULL |
| Polygonum spp., natives | Smartweed |
| Pontederia cordata | Pickerelweed |
| Pontederia rotundifolia | Tropical Pickerelweed |
| Potamogeton amplifolius | NULL |
| Potamogeton crispus | curly pondweed |
| Potamogeton diversifolius | Variable Leaf Pondweed |
| Potamogeton illinoensis | Illinois Pondweed |
| Potamogeton pectinatus | Sago Pondweed |
| Potamogeton pulcher | NULL |
| Potamogeton pusillus | Small Pondweed |
| Proserpinaca spp | Mermaid Weed |
| Psidium cattleianum | Strawberry Guava |
| Rhynchospora spp | Beak Rush |
| Riccia fluitans | Bog Mat |
| Ricciocarpus natans | Purple-fringed Riccia |

| | |
|---|------------------------------|
| Ricinus communis | Castor Bean |
| Rotala spp. | Toothcup |
| Rubus pensylvanicus | Sawtooth Blackberry |
| Ruellia simplex | Mexican Petunia |
| Ruppia maritima | Widgeon Grass |
| Saccharum spontaneum | Wild sugarcane |
| Sacciolepis striata | Cupscale |
| Sagittaria kurziana | Strap-leaf Sag |
| Sagittaria lancifolia | Duck Potato |
| Sagittaria latifolia | Broadleaf Arrowhead |
| Sagittaria stagnorum | NULL |
| Sagittaria subulata/graminea/gracillima | Narrowleaf Sag |
| Salix spp | Willow |
| Salvinia minima | Water Fern |
| Salvinia molesta | Giant Salvinia |
| Salvinia spp. (exotic) | NULL |
| Sambucus nigra | Elderberry |
| Sapium sebiferum | Chinese Tallow, Popcorn Tree |
| Saururus cernuus | Lizard's Tail |
| Schinus terebinthifolius | Brazilian Pepper |
| Schoenoplectus americanus/pungens | American Bulrush, Tri Stem |
| Schoenoplectus californicus/validus | Bulrush |
| Schoenoplectus/Scirpus (other natives) | NULL |
| Scleria lacustris | Wright's Nut-rush |
| Scleria microcarpa | Tropical Nut-rush |
| Senna pendula | Christmas Senna |
| Sesbania punicea | Rattlebox |
| Solanum tampicense | Wetland Nightshade |
| Solanum viarum | tropical soda apple |
| Solidago spp | Goldenrod |
| Sparganium americanum | Bur Read |
| Spartina alterniflora | Smooth Cord Grass |
| Spartina bakeri | Baker's Cord Grass |
| Spartina patens | NULL |
| Sphagneticola trilobata | Wedelia |
| Sphenoclea zeylanica | chickenspike |
| Sphenoclea zeylanica | Chickenspike |
| Stuckenia pectinata | Sago Pondweed |
| Symphyotrichum carolinianum | Climbing Aster |
| Syngonium podophyllum | arrowhead vine |
| Taxodium spp | Cypress Tree |
| Thalia geniculata | Fire Flag |
| Thelypteris spp | Shield Fern |
| Toxicodendron radicans | Posion Ivy |

| | |
|-----------------------------|----------------------------|
| Trees (blocking navigation) | Snagging |
| Triadenum virginium | TVM |
| Tussocks | Floating Islands |
| Typha spp | Cattail |
| Urena lobata | Caesarweed |
| Urochloa mutica | Paragrass |
| Urochloa platyphylla | Broadleaf Signalgrass |
| Utricularia floridana | Florida Yellow Bladderwort |
| Utricularia foliosa | Leafy Bladderwort |
| Utricularia gibba | Cone-spur Bladderwort |
| Utricularia inflata | Swollen Bladderwort |
| Utricularia purpurea | Eastern Purple Bladderwort |
| Vallisneria americana | Eelgrass, Wild Celery |
| Vitis rotundifolia | Muscadine |
| Websteria confervoides | NULL |
| Wolffia spp | Water Meal |
| Wolffiella floridana | NULL |
| Wolffiella spp | Mud-midget |
| Woodwardia spp | Chain Fern |
| Xanthosoma sagittifolium | Arrowleaf elephant's ear |
| Xyris spp | Yelloweyed grass |
| Zizania aquatica | Wild Rice |
| Zizaniopsis miliacea | Giant Cut Grass |

*** Actual plant species managed by Orange County are restricted to those authorized on the annual Task Assignment Notification Form.**

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Attachment F
Approved Chemical Control Listing*

Note: Chemical control methods include both liquid and granular formulations

Chemical Control Methods

2,4-D
Aquatic Dye (for shading)
AquaStrike
Bentazon
Bispyribac
Carfentrazone
Copper Chelate
Copper Sulfate
Diquat
Endothall
Endothall + Diquat
Fluazifop
Flumioxazin
Fluridone
Glyphosate
Hydrothol
Imazamox
Imazapyr
Metsulfuron Methyl
Oxyfluorfen
Penoxsulam
Peroxide
ProcellaCOR
Sethoxydim
Topramezone
Triclopyr
Triclopyr + 2,4-D

*** Actual chemical control methods used by Orange County are restricted to those authorized on the annual Task Assignment Notification Form.**

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Water Body Name _____ Contractor Name: _____
 Vegetation Type _____ Date: _____ through _____ Year _____

| | Item | Rate \$ | Mon | Tue | Wed | Thurs | Fri | TOTAL \$ |
|--|------------------------------|----------------|--|-----------------|---------------|-------------------------|-------|--------------------|
| Equipt. Use | | | | | | | | |
| Crew Time | | | | | | | | |
| Per Diem | | | | | | | | |
| Other | | | | | | | | |
| Time Distrib. | Effective Time | | | | | | | |
| | Travel Time Vehicle | | | | | | | |
| | Travel Time Plant | | | | | | | |
| | Lost Time Weather (Explain) | | | | | | | |
| | Minor Repairs (Explain) | | | | | | | |
| | Major Repairs (Explain) | | | | | | | |
| | Other Duties / Miscellaneous | | | | | | | |
| | Holiday or Leave | | | | | | | |
| | Survey/Inspection | | | | | | | |
| | Removing Obstructions | | | | | | | |
| Preparation | | | | | | | | |
| TOTAL TIME IN PERIOD | | | | | | | | |
| Herbicide / Adjuvant | | Cost \$ | Amount Used - Gallons or Pounds | | | | | TOTAL \$ |
| | | | | | | | | |
| Herbicide Diluent & Rate Per Acre | | | | | | | | Total Acres |
| | | | | | | | | |
| Acres Controlled | | | | | | | | |
| Daily Activities, Wind Speed, Etc. | Monday | Tuesday | Wednesday | Thursday | Friday | | | |
| | | | | | | | | |
| | | | | | | SUMMARY OF COSTS | | |
| | | | | | | Contractual Services | _____ | |
| | | | | | | Equipment | _____ | |

| | | |
|-------------------------|------------------------|-----------------------------|
| Submitted: _____ | Approved: _____ | Salaries _____ |
| | | Fringe Ben _____ |
| | | Total Sal. & Fr. Ben. _____ |
| | | Chemical _____ |
| | | Indirect (_____ %) _____ |
| | | Other _____ |
| | | GRAND TOTAL: _____ |

Fish and Wildlife Conservation Commission 4/2011

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Attachment H**Cooperative Aquatic Plant Control Program
Equipment Usage Rates**

| Equipment Type | Description | Rate Per Hour |
|-----------------------|------------------------|----------------------|
| Boats | Airboat | \$12.95 |
| | Airboat with spray rig | \$13.84 |
| | Kicker with spray rig | \$ 6.91 |
| | Pontoon with spray rig | \$ 6.91 |
| | Towboat | \$23.69 |
| | Barge | \$ 2.44 |
| Spray rig | General | \$ 0.89 |
| Truck | ½ Ton (4x2) | \$ 5.47 |
| | ½ Ton (4x4) | \$ 6.59 |
| | ¾ Ton (4x2) | \$ 5.92 |
| | ¾ Ton (4x4) | \$ 7.13 |
| | 1 Ton (4x2) | \$ 7.69 |
| | 1 Ton (4x4) | \$ 8.15 |
| | 1 ½ to 2 ½ Ton (4x2) | \$10.56 |
| | 1 ½ to 2 ½ Ton (4x4) | \$11.18 |
| Car/Small SUV | (4x2) | \$ 6.14 |
| | (4x4) | \$ 7.13 |
| ATV | | \$ 6.91 |
| Trailer | | \$ 3.35 |
| Dump Truck | | \$11.85 |
| Gradall | | \$12.96 |
| Crane | | \$33.43 |
| Tractor | | \$19.19 |
| Trackhoe | | \$12.96 |
| Helicopter | | \$151.83 |

Attachment I

SUBCONTRACTOR STATUS REPORT

Date:

FEIN:

Contractor

Company Name, Street Address, City & Zip Code

FWC Solicitation Number: FWC FY-#

FWC Project Title: Aquatic Vegetation Control Services

Contract Amount: \$

Invoice Number:

Only complete this form if the Primary Contractor is NOT registered as a Certified Business Enterprise (CBE) by the Office of Supplier Diversity (OSD) AND the Subcontractor is woman-, veteran- and/or minority-owned business enterprise.

| *Non-Certified Primary Contractor Name | Primary Contractor Invoice # | Primary Contractor Payment Amount | Subcontractor Name | Subcontractor FEIN # | ² CBE Code | Description of Service | Subcontractor Payment Amount |
|--|------------------------------|-----------------------------------|--------------------|----------------------|-----------------------|------------------------|------------------------------|
| | | \$ | | | | | \$ |
| | | \$ | | | | | \$ |
| | | \$ | | | | | \$ |
| | | \$ | | | | | \$ |
| Total of Subcontractor Payment(s) | | | | | | | \$ |

¹OSD Certification Status: Check certification status using the OSD Certified Businesses

Directory at:

<https://osd.dms.myflorida.com/directories>

or MyFloridaMarketPlace (MFMP) Vendor Information Portal at:

<https://vendor.myfloridamarketplace.com>

²**CBE Codes:** **A** - Non-Minority | **H** - African American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida's Office of Supplier Diversity (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification: www.dms.myflorida.com/osd or 850-487-0915.

INCLUDE THIS FORM WITH EACH INVOICE FOR PAYMENT

ADDENDUM TO TERMS AND CONDITIONS

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Attachment J

Contract FWC21148. Addendum I

Notwithstanding Contract No. FWC21148 between the Florida Fish and Wildlife Conservation Commission and Orange County, Florida a charter county and political subdivision of the State of Florida, the following terms are hereby modified, deleted or added. The terms in this addendum take precedence over any conflicting terms in Contract FWC21148.

Section 13. PROPERTY RIGHTS. paragraph A. Intellectual and Other Intangible Property is hereby revised to read and reserved.

A. Contractor's Preexisting Intellectual Property (Proprietary) Rights. Unless specifically addressed otherwise in Attachment A, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. The Contractor shall be fully responsible and liable for third party claims for or on account of any copyrighted, patented, or un-patented inventory, process or article manufactured or supplied by the Contractor.

Section 14. RELATIONSHIP OF THE PARTIES. paragraph C. Commission Security and D. Commission Rights to Assign or Transfer are hereby deleted and reserved.

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