

RFP 27- 2022 Invasive Species Treatment

PROJECT DESCRIPTION

The Seminole Tribe of Florida's (the "TRIBE") Environmental Resource Management Department (ERMD) is seeking to pre-qualify up to three (3) contractor(s) for the control of invasive exotic plant species on multiple TRIBE Reservations and/or any Tribal owned properties. The intent is to pre-qualify vendors and establish a quick response contracting system to obtaining treatment services. The length of contracted services is anticipated to be three (3) years. The project areas will be based upon available funding and the current Tribal natural resource management objectives. The selected contractor will assist ERMD to control all Florida Exotic Pest Plant Council (FLEPPC) Category I species, including Melaleuca (*Melaleuca quinquenervia*), Brazilian pepper (*Schinus terebinthifolia*), and Old World climbing fern (*Lygodium microphyllum*), except Strawberry Guava (*Psidium littorale*). All FLEPPC Category I and II species require treatment, although those previously listed are specifically known to occur within the project areas. Any new species encountered must be treated and brought to the attention of ERMD staff. Some locations may require treatment of all non-native species regardless of category status. The proposal is for labor and application supplies only. Herbicides may be supplied by the TRIBE on a project-by-project basis depending upon availability and funding sources.

The intent of this RFP is to obtain technical and cost rate proposals from qualified respondents to obtain the services of multiple contractors with the required license, skills, knowledge and experience to provide: crews, equipment, supplies for the management of terrestrial vegetation tribal lands, per the specifications contained herein. Vegetation management services will be provided by the selected contractor(s) on a project by project Purchase Order basis. No minimum amount of work is guaranteed under this RFP. Awards may be made based upon reservation locations in accordance with the specifications herein. Contractors are not required to respond for all Reservations.

SITE DESCRIPTION

The Big Cypress Seminole Indian Reservation (approximately 52,772 acres) is part of the western basin of the Everglades Ecosystem. The Reservation is located in Broward and Hendry Counties, adjacent to the north of the Big Cypress National Preserve. The southwestern portion of the Reservation, known as the "Native Area," consists of approximately 14,000 acres of wetland mosaic habitat, including cypress domes and sloughs, pine flatwoods, hardwood swamps, wet prairies, and hardwood hammocks. Management units vary in size but are bound by roads and main trails. Creation of new trails is not authorized but clearing old trails for access is allowed with guidance from Tribal Project Manager. Project treatments may be within the native area, basins, wetland enhancement areas, urban areas, or pastures depending upon tribal priority at the time. Special vehicles, such as 4-wheel drive, UTV, ATV, or swamp buggies may be necessary to access some portions of the project.

The Immokalee Seminole Indian Reservation (approximately 615 acres) is located in Collier County and bordered by private lands and county facilities. The reservation is mostly urban with a central drainage system that is currently native vegetation. Focus will be on the native area within the reservation boundaries. Creation of new trails is not authorized but clearing old trails

for access is allowed with guidance from Tribal Project Manager. Project treatments may be within the native area, basins, wetland enhancement areas, urban areas, or pastures depending upon tribal priority at the time. Special vehicles, such as 4-wheel drive, UTV, ATV, or swamp buggies may be necessary to access some portions of the project.

The Brighton Seminole Indian Reservation (approximately 36,566 acres) is located in Glades County, just west of Lake Okeechobee. The reservation consists of rural homesites, cattle pastures, pine flatwoods, and intermixed oak hammocks. Management units vary in size but are bound by roads and main trails. Creation of new trails is not authorized but clearing old trails for access is allowed with guidance from Tribal Project Manager. Project treatments may be within the native area, basins, wetland enhancement areas, urban areas, or pastures depending upon tribal priority at the time. Special vehicles, such as 4-wheel drive, UTV, ATV, or swamp buggies may be necessary to access some portions of the project.

Additional, non-reservation TRIBE properties including McDaniel's Ranch, St. Thomas Ranch, Yeehaw, and other smaller properties may be included. Inclusion of additional properties will be decided based upon funding and tribal priorities. Any additional property added for annual proposals will operate under the same guidelines as outlined herein.

Site conditions are variable, and only a few access trails exist within the project site. It is a requirement of this project that all off-trail work be accessed by foot only; creation of new trails in the site is strictly prohibited. Wildlife roams free within this area and includes but is not limited to wild boar, black bears, water moccasins, alligators and Florida panthers. The chosen contractor must practice due caution when working in this area. A list of contacts for Seminole police and the fire department will be provided.

A secure staging area is not available on-site. At the discretion of the TRIBE, heavy machinery and large herbicide containers may be stored on-site at a location approved by the Tribal Project Manager, or at ERMD's storage facilities. The TRIBE cannot and will not be responsible for any loss or damage. Herbicides must at all times be stored appropriately onsite and kept off the ground in a locked trailer cage within an approved location. At no time can herbicide containers be stored on the ground for an extended period of time. This requirement is enforced to reduce the possibility of a spill situation into the environment. Special attention to Best Management Practices (BMPs) must be implemented surrounding wetlands and water bodies.

WORK TO BE COMPLETED

1. All work must be completed prior to **August 31 of each Tribal fiscal year within the defined contract period**. The Tribal fiscal year is defined as October 1st through September 30th. Work is anticipated to begin onsite by **January of each fiscal year, unless otherwise directed. Full initial site treatments to be completed by June 30 of each fiscal year. Final retreatment event to be completed prior to August 31 of each fiscal year.**
2. The selected Contractor(s) shall:

- a. Have full responsibility for systematically treating the areas indicated. Vegetation treatments will be determined in terms of "ground surface acres," (*i.e.*, 43,560 square feet equals one ground surface acre).
- b. Be required to hold a certified Commercial Restricted Use Pesticide License (CM) from the Florida Department of Agriculture and Consumer Services (FDACS) in Natural Areas and Aquatic categories compliant with Florida Statute Chapter 487 Pesticide Regulation and Safety.
- c. Furnish all labor, and equipment for the control of target species within the project areas. Herbicides may be provided by the TRIBE on a project-by-project basis. Due to the variability of herbicide costs and without direct project area delineation, herbicides will not be included in this price proposal.
- d. Furnish a qualified Ground Crew Supervisor as further defined in this RFP.
- e. Removal of the following target species from project areas: Melaleuca (*Melaleuca quinquenervia*), Brazilian pepper (*Schinus terebinthifolia*), Old World climbing fern (*Lygodium microphyllum*), Caesar's Weed (*Urena lobata*), Arrowhead Vine (*Syngonium podophyllum*), and Air potato (*Dioscorea bulbifera*). All Category I and II exotics require treatment except guava. Any additional non-native species as directed specifically within project scope of work.
- f. Discuss with the Tribal Project Manager any other Category I and II invasive exotic plants as listed by FLEPPC (<http://www.fleppc.org>) found by the Contractor in the project area and GPS locations.
- g. Achieve an initial kill rate of at least 99%, as determined by the Tribal Project Manager and/or designated staff, of existing target vegetation across 100% of the treated acreage for at least 60 calendar days following treatment.
- h. Provide one additional thorough treatment of the portions of the treatment area where the target kill rate is not sustained, as determined by the Tribal Project Manager, after 60 calendar days following project completion, at no additional cost to the TRIBE (may be longer due to weather related issues)
- i. Provide daily written progress reports of activities and TRIBE herbicide use forms to the Tribal Project Manager at the end of each week. The TRIBE will provide reporting forms to the selected Contractor.
- j. Use a minimum of two (2) Garmin GPS units for the treatment crews to accurately map the locations and transect lines treated.
- k. Provide GPS track logs for download by the Tribal Project Manager from a minimum of two (2) Garmin GPS units utilized by the spray crews during treatment operations. Upon request, the TRIBE will make available to the selected Contractor the GPS coordinates of

known infestations. Only Garmin GPS units are compatible with the DNR Garmin application used to download GPS tracks and waypoints.

TECHNICAL REQUIREMENTS

1. Methods, chemicals, and rates must be congruent with current research concerning maximum effectiveness with minimal environmental impact.
2. All herbicides must be approved for use around livestock and aquatic environments and must be approved by the Tribal Project Manager prior to use.
3. All work must be compliant with Florida Statue Chapter 487 Pesticide Regulation and Safety.
4. All herbicides used must be registered with the United States Environmental Protection Agency (EPA) or FDACS and/or have the appropriate registration as Florida Special Local Needs (as required by Federal requirements at Section 24(c) of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)).
5. All equipment used shall be maintained in good repair and operating condition at all times, remain in compliance with all federal, state, and local vehicle regulations, meet OSHA safety standards as established for that piece of equipment, be operated and maintained in accordance with the manufacturer's recommendations, calibrated appropriately, and be equipped with all appropriate safety guards, as specified by the manufacturer.
6. GPS units are to be utilized by the perimeter treatment applicators for each transect line (line of treatment). Tracks are to be logged for each day of operation and brought to the Project Manager and/or designated staff for downloading once weekly at a location and time suitable for both parties. Project evaluations will be conducted based on groundtruthing of supplied track logs and random tracks with the Project Manager or both the Project Manager and the Ground Crew Supervisor.
7. Treatment methods must be consistent with management plans published by the FLEPPC and the South Florida Water Management District, and should be tailored to minimize soil disturbance and damage to non-target vegetation. Rates and herbicides must be approved by the TRIBE's Project Manager prior to treatment. For any species not listed below, herbicide and methodology must be discussed with the TRIBE's Project Manager prior to treatment. Aquatic label herbicides must be used in areas with any standing water. The Contractor should anticipate the uses of aquatic label herbicides in portions of the project area.
8. Application must be within the Acceptable release rate, meaning a measured release rate not exceeding 4.0 micrograms per square centimeter per day at steady state conditions as determined in accordance with a United States Environmental Protection Agency testing data call-in notice of July 29, 1986, on tributyltin in antifouling paints under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. s. 136, or at a rate established by the department.
9. Special Areas of Concern: Wetland Enhancement Areas are mitigation sites that undergo vegetation monitoring on a yearly bases by a separate contractor (outside of the scope of this

Request for Proposals). Vegetation transects have been set up in certain areas of these sites. Transects are monumented with rebar and PVC posts. Stakes and tagged trees are placed at the beginning of each transect to locate each monitoring site. If stakes are destroyed by the chosen contractor (this Request for Proposals), it will be the contractor’s responsibility to replace rebar or PVC. The chosen contractor must take care not to destroy these monumented monitoring stakes. If the contractor feels unsure about working near these transects, the Tribal Project Manager must be contacted to assess the situation. GPS locations of these transects will be given to the contractor to locate these areas. There are areas of previous melaleuca infestation on site, in which treated stumps are growing back. Every tree still requires cut stump treatment along with sapling treatment at the bases. Though some of these melaleuca look dead, new growth is arising at the bases. Areas as such will require special attention to ensure a 99% kill rate of all project exotics.

10. Methodology Breakdown: Required treatment methodologies are broken down in the chart below. The contractor must log chemical mixtures and rates on daily chemical spray logs. Adjuvant oils and dyes must be added to all mixtures if not already contained. All cut stump treatment should fall so that it will not damage or impede trails, roads, structures, transects, water level recorders, or ditches.

SPECIES	METHODOLOGY
Melaleuca (Melaleuca quinquenervia)	<p><u>Saplings less than 2 inches in diameter</u> – Required application methodology is basal bark treatment.</p> <p><u>Trees 3 ft. high or more</u> – Required methodology is cut-stump above the hairline application. Cut tree parallel to the ground surface; avoid pointed cut ends. Apply solution to entire cambium and sapwood of <u>both</u> cut surfaces until thoroughly wet.</p> <p><u>For cut stump trees</u> - The contractor is required to perform cut stump treatments on ALL melaleuca 3 feet in height and greater. Trees must be dropped in a manner that will not impede existing trails. Large melaleuca must be left lying to facilitate future STOF prescribed burns and breakdown of debris.</p> <p><u>For frost-killed trees</u> – Treat standing tree with cut stump methodology and also spray saplings around the base of the tree to assure desired kill is achieved.</p>
Old World climbing fern (Lygodium microphyllum)	<p><u>Groundcover</u> – Where complete coverage is possible, spray foliage with a site-appropriate herbicide for aquatic environments.</p> <p><u>Canopy</u> – Cut vines 3 to 4 ft. above the ground and treat cut (“poodle-cut”) and foliar spray all accessible living portions of the fern below the cut.</p>
Brazilian peppertree (Schinus terebinthifolius)	<p><u>Less than 20 inches diameter</u> – Required application methodology is basal bark treatment (lowest 12 to 24 inches) of target stems in a band at least 6 inches wide that completely encircles the stem/trunk.</p> <p><u>Greater than 20 inches diameter</u> – Required application methodology is basal bark (lowest 12 to 24 inches) of target stem/trunk in a band at least 12 inches wide that completely encircles the stem/trunk, OR cut trunk completely and horizontally with machete or chain-saw and apply herbicide to <u>both</u> cut surfaces.</p>

SPECIES	METHODOLOGY
Air Potato (Dioscorea bulbifera)	<p>Foliage – Thoroughly wet all leaves with herbicide before aerial bulbils form.</p> <p>Bulbs – Bulbils must be hand collected, as the species does not take up the herbicide. The bulbils must be disposed of by the contractor in a manner that will not reseed any areas within or off of these Reservation lands.</p> <p>Vine – For safety to surrounding plants, cut climbing plants just above the soil surface and immediately treat the freshly cut stem with herbicide.</p>
Arrowhead Vine (Syngonium podophyllum),	<p>Foliage – Foliar spray with a site-appropriate herbicide for aquatic environments.</p> <p>Canopy – Cut vines 3 to 4 ft. above the ground and treat cut (“poodle-cut”) and foliar spray with a site-appropriate herbicide for aquatic environments on all accessible living portions of the vine below and above the cut.</p>

CONTRACTOR STANDARD OPERATING PROCEDURES

1. Contractor progress will be monitored by the Tribal Project Manager or designated staff, which may be present on the work site at any time during the contracted work period.
2. Contractor will conduct all work from 8:00am to 5:00pm, Monday through Friday, unless otherwise approved in writing a minimum of three (3) days in advance by the Tribal Project Manager.
3. To avoid spray drift, the Contractor shall perform work under the following environmental conditions: wind not exceeding 10 mph, normal humidity, temperatures above 60 degrees Fahrenheit.
4. No work shall be conducted on the following holidays observed by the TRIBE without prior consent: Memorial Day, Independence Day, Labor Day, and National Indian Day.
5. Contractors will have at least one (1) Ground Crew Supervisor assigned to each crew at all times.
6. The Contractor shall remove and properly dispose of all contractor-generated debris and solid waste from the project sites daily.
7. Due to the highly aggressive nature of invasive and exotic vegetation, the Contractor must take care to avoid spreading target or non-target exotic plant species. Daily inspection and cleaning is required for all contractor vehicles and equipment to reduce transmission of exotic vegetation to sensitive areas. The Contractor must exercise care during operations and protect native vegetation at the project sites. The Contractor is responsible for the restoration or replacement of all damaged native vegetation to the satisfaction of the TRIBE, at no cost to the TRIBE or the land management agency where control operations occurred.
8. The Contractor may not prune tree limbs, which will interfere with equipment operation without prior approval by the designated Tribal Project Manager. Tree limbs that are approved shall be neatly trimmed in accordance with American National Standards Institute (ANSI)

Z133.1: “Tree Care Operations - Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush”. A copy of this document is available for review from the Tribal Project Manager upon request, or for purchase from the American National Standards Institute at <http://www.ansi.org/> or (202) 293-8020.

9. The Contractor shall, at their own expense, repair, replace, or otherwise restore to original condition all property damaged as a result of any activity by the Contractor, to the satisfaction of TRIBE. This includes but is not limited to soil grade disturbance resulting from heavy equipment/stump removal, pavement surfaces, turf areas, mixing zones, fabricated structures, and/or equipment.
10. The Contractor may be required to purchase all herbicides and adjuvants in accordance with their proposal and the Tribal Project Manager’s recommendations. The cost of chemicals shall be included in the proposals estimated for the individual project cost. Depending upon budgets and availability, herbicides may be provided by the TRIBE.
11. ALL HERBICIDES SHALL BE USED IN ACCORDANCE WITH AGENCY LABELING. The Contractor is liable for any penalty, fines or damages resulting from the misuse of herbicides. Application rate sheets and all GPS track logs are required to be submitted to the Project Manager.

GROUND CREW SUPERVISOR

At least one (1) Ground Crew Supervisor that meets or exceeds the minimum qualifications outlined in the following section shall be assigned to each project crew assignment and be on-site at all times while crews are at work. The Ground Crew Supervisor and crew members must be able to communicate in a common language. In accordance with FDACS guidelines, one (1) Ground Crew Supervisor may supervise a maximum of fifteen (15) crew members at any given time.

1. The Ground Crew Supervisor must possess the following minimum qualifications:
 - a. At least two (2) years of field experience in identification and current control technologies of invasive exotic plants common to Florida, including species on the Florida Exotic Pest Plant Control Council (FLEPPC) Category I and II lists.
 - b. A current Commercial Restricted Use Pesticide License (CM) from the Florida Department of Agriculture and Consumer Services (FDACS) in Natural Areas and Aquatic categories. A copy of this certification is a required attachment to the bidder’s proposal. The selected contractor must hold the license certifications for commercial applicators. In a case where a subcontractor is utilized, both the main contractor and subcontractor are required to have a Commercial Restricted Use Pesticide Licensed Ground Crew Supervisor.
 - c. Sound knowledge of ecological principles as they relate to vegetation management, including resource management methods, biological processes and vegetation control techniques. Experience with GPS technology, data organization and record keeping.

- d. Ability to work under adverse environmental conditions, including inclement weather, high humidity and temperatures, biting and stinging insects, poisonous plants and animals, and difficult terrain.
- e. Ability to operate and maintain field vehicles and equipment, and to recognize and avoid hazards associated with operating such equipment.

2. Responsibilities of Ground Crew Supervisor

- a. Must abide by Florida Statutes Chapter 487.1585: Duties of licensee with respect to unlicensed applicators and mixer-loaders and field workers
 - i. Each licensed applicator shall provide to each unlicensed applicator or mixer-loader working under his or her direct supervision adequate instruction and training so that the applicator or mixer-loader understands the safety procedures required for the pesticides that will be used. The applicator or mixer-loader shall be given this training before handling restricted-use pesticides. This training shall be set forth by the department by rule and shall include, but not be limited to, the safety procedures to be followed as specified on the label; the safety clothing and equipment to be worn; the common symptoms of pesticide poisoning; the dangers of eating, drinking, or smoking while handling pesticides; and where to obtain emergency medical treatment. No licensee shall be permitted to provide direct supervision to more than 15 unlicensed applicators or mixer-loaders at any given time.
 - ii. Prior to the entry of workers into a field, it shall be the responsibility of the licensed applicator to assure that the workers' direct supervisor provides an oral statement to the workers, in language understood by the workers, of the warning contained on the pesticide label with respect to any pesticides that have been used within a 48-hour period.
- b. Must abide by Florida Administrative Code 5E-9.034 Direct Supervision
 - i. Licensed applicators are responsible for the pesticide use activities and actions of individuals under their direct supervision and shall be in a location from which they can physically arrive on site before or during pesticide use, if and when their presence is needed. The licensed applicator must be immediately available for verbal communication with persons under his or her immediate supervision to provide direction and instruction during all times pesticides are being used.
 - ii. The following instruction and training shall be provided by the licensed applicator to each unlicensed individual prior to such individual engaging in the use of any pesticide for which pesticide applicator licensure is required:
 1. The safety procedures and precautions to be followed in using the product;
 2. The need to properly wear and maintain any personal protective equipment required;
 3. The common signs and symptoms of pesticide poisoning;
 4. The dangers of eating, drinking or smoking while using pesticides;
 5. The need to wash clothing and bathe after working with pesticides;
 6. The name and location of a nearby medical facility that can provide emergency treatment for pesticide poisoning; and

7. How and under what circumstances to contact the licensed applicator under whose direct supervision the unlicensed individual is working.
- iii. Subsection 5E-9.034(2), F.A.C., does not apply to pesticide use subject to regulation under the worker protection standard referenced in Rule 5E-2.039, F.A.C.
- c. Contact the Tribal Project Manager each morning before crews begin work to confirm the time and location of work being performed, as well as overall progress, delays, concerns and work completion;
- d. Provide daily written activity reports at the end of each week to the Tribal Project Manager regarding field conditions, treatment locations, herbicide rates and solutions used, equipment used, manpower, etc. in accordance with the TRIBE's reporting standards (forms will be provided to the selected Contractor prior to initiation of work);
- e. Coordinate and report on the status of project activities with the Tribal Project Manager on a weekly basis;
- f. Must carry a copy of the Notice to Proceed, current FDACS certification, and Safety Data Sheets for all chemicals on-site;
- g. Must Maintain quality control and health and safety assurance on project site in compliance with Florida Statute Pesticide Regulation and Safety Chapter 487.
- h. Must inform their crews of project boundaries and ensuring crews remain within them;
- i. Must utilize herbicides in a manner consistent with their labeling and in compliance with the Florida Statute Pesticide Regulation and Safety Chapter 487.
- j. Must ensure every effort is made to avoid damage to soils, native vegetation; wildlife.
- k. Must contact Tribal Project Manager prior to completion of retreatment events onsite to determine start to completion dates and inspections of work.

PORTIONS REQUIRING ADVANCE APPROVAL

The selected Contractor will obtain the TRIBE's prior consent and approval for portions of the Scope of Work, as follows:

1. No less than seven (7) days prior to initiating work, the selected Contractor will notify the designated Tribal Project Manager and provide a schedule detailing the dates, times and locations of work to be completed.
2. Before work commences, the selected Contractor will review with the Tribal Project Manager any additions or changes to proposed methods or chemicals.
3. The TRIBE must approve in advance any subcontracts related to this work. Prospective Contractors must clearly discuss in their proposal any known or expected use of

subcontractors. Failure to make such disclosure at the time of application may result in disapproval of the subcontract and contract.

4. The Contractor must discuss with the Tribal Project Manager the methodologies for any species not listed above, prior to treatment.

RETAINAGE

The TRIBE will retain 15% of the total amount of the contract until ERMD staff verifies completion of the work and effective treatment. The Contractor may invoice up to 85% of completed work. The remaining 15% shall be invoiced after ERMD staff has determined that target kill rate has been achieved. Invoices will be for a minimum of 50 acres, except final invoice or where specified, in writing, by Tribal staff otherwise.

DELIVERABLES

1. Treatment Area Deliverables: The Contractor will treat 100% of target vegetation identified in the project area to prevent re-growth. Unless otherwise specified, control efforts shall be at least 99% effective in preventing re-growth of target vegetation in the treatment area. If a 99% kill rate is not sustained for any of at least 99% across 100% of the treatment area, as determined by Tribal Project Manager and/or designated staff, for at least 60 calendar days following treatment (weather dependent) the Contractor will be responsible for completing one additional thorough treatment of the portions of the treatment area where the target kill rate is not sustained, at no additional cost to the TRIBE.
2. Progress Reports: The Contractor will provide daily written progress reports to the Tribal Project Manager by the end of each week by email, utilizing reporting forms provided by the TRIBE (Attachment S). Forms must be submitted in electronic format, either as a scanned or locked pdf. Each form is required to be completed in its entirety and satisfactory to the Tribal Project Manager to be considered fully executed.
3. GPS Information: The Contractor will deliver to the TRIBE all GPS information collected during the project, including GPS tracklogs for download by the Tribal Project Manager.
4. Closeout: The final invoice for the work shall include, but not be limited to: copies of progress reports, as applicable, pre- and post-treatment photographs, GPS tracklogs, chemical application rate sheets, and a statement from the Contractor that the work has been completed in full compliance with the contract. ERMD staff will verify all information and confirm completion of treatment before final payment.

PROPOSAL SUBMISSION GUIDELINES

1. Bidders must submit all required Attachments, Exhibits and Forms listed in the solicitation in order to be deemed responsive. The No Bid Form is an optional form only required if your firm is not interested in bidding.

2. Electronic submissions in response to this solicitation must be emailed to the contact person by the due date listed in the solicitation document. Links to file sharing websites or portals will not be accepted.
3. Physical correspondence, flash drives, or any other physical media shall not be accepted. The “Tribe” has an email size limit of 15MB per email. Larger files must be split in to 15MB emails and sent separately.
4. Failure to submit ALL information may result in disqualification due to not meeting these requirements.
5. In order to fairly evaluate all responses please do NOT include additional information other than what is asked to be provided. This includes any information related to your organization that was not specifically asked to be provided.
6. At a minimum, qualifying proposals shall demonstrate that the bidder (main contractor) possesses the CM License/FDACS Certification in Natural Areas and Aquatic categories, ability, experience and reputation for quality necessary to produce a high quality and functional project and an industry standard of service through the attached forms listed below.
7. A signed and fully completed Proposal Form (attached). This form will be the entire proposal. Any proposals received that are not in this format will be rejected.
8. Statements of qualifications for all personnel involved with the project. This includes copies of each Ground Crew Supervisor's CM (Commercial Restricted Use Pesticide) License / FDACS Certification. Certifications must be maintained throughout the duration of the contract.
9. A signed, notarized affidavit affirming that the bidding company (and any intended subcontractors if applicable) has had no violations, within the previous two (2) years, of Federal or Florida laws or regulations related to pesticide use or exotic plant control, including violations resolved by mediation, fines, or Consent Order.
10. A description of the type and frequency of communications between the TRIBE and the contractor for the duration of the contract (email, fax, telephone, etc.)
11. **Respondent Acknowledgment Form (Mandatory Form)** –In order for a potential respondent’s response to be valid, the Respondent shall complete and submit the Respondent Acknowledgment form (provided herein as Attachment N). By affixing your signature to the Respondent Acknowledgment form, the Respondent hereby states that the Respondent has read all RFP specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the proposer will provide the TRIBE under these RFP specifications. The Respondent

Acknowledgment form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

12. **References Form (Mandatory Form)** –The Respondent shall complete and submit the References Form (provided herein as Attachment F) to provide a minimum of five (four references and one alternate) references for projects completed on public or non-profit conservation land. Current contact names, phone numbers, and email addresses shall be given. This information shall be provided on the Reference Form and submitted with the proposal. The References Form shall be completed in its entirety, and returned as part of the RFP response, or the response shall be rejected. The score will be based on reaching four of the five clients.
13. **Experience Form (Mandatory Form)** –The Respondent shall complete and submit the Experience Form (provided herein as Attachment O) which shall include: (a) a list of the Respondent’s experience controlling invasive plants on conservation land in Florida during the three years prior to this year (2022); (b) a description of up to three species treated and treatment methodologies used; and, (c) the total project(s) acreage traversed and treated. Each conservation land may only be listed once on the Experience Form. The total number of acres traversed and treated on that conservation land may only be included once for each management unit. For example, a State Forest contains 100 acres in five management units. Your company has treated Unit 1 in one of the three prior years. Your company then retreated Unit 1, and also treated Unit 2, in a subsequent year. You may only count the Unit 1 acres once in your total, but you would add Units 1 and 2 together for the total number of acres traversed and treated on that conservation land. The Experience Form shall be completed in its entirety, and returned as part of the RFP response, or the response shall be rejected.
14. **Technical Response Table (Mandatory Form)** - For each item in the Technical Response Table (provided herein as Attachment P), the Respondent shall provide a narrative to explain knowledge, skills, and abilities possessed that allow them to provide the services as described in this RFP. The Respondent’s answers should be specific and thorough in describing how a requirement is met, including if a subcontractor or rental equipment was used. If the response will not fit in the Response box provided, the answer should be written on a numbered Vendor Response Page and the page number provided in the corresponding Response box.
15. **Cost Form (Mandatory Form(s))** –The Respondent shall complete and submit the enclosed Cost Form (provided herein as Attachment Q). For purposes of this RFP, cost analysis will be based upon “Loaded Ceiling Price per Acre,” which shall consist of the highest anticipated price per acre for each Reservation or Tribal property that the Contractor responds to. Contractors are not required to respond for all Reservations or Tribal property, or both Cost Forms. There are two Cost Forms; one is for Herbicide Work and the other for Mechanical Plus Herbicide Work. Herbicide Work costs, as calculated by the Respondent, shall include, but not be limited to, employee pay, benefit costs, insurance costs, fuel costs, equipment costs (trucks, trailers, airboats, buggies, ATVs, communication equipment, sprayers, GPS units, machetes, etc.), PPE equipment, herbicides and any other

materials and equipment necessary to complete a project. The Contractor should also consider potential future cost increases due to inflation and market fluctuations, in their calculation. Mechanical Plus Herbicide Work costs shall include the Herbicide Work Ceiling Price calculated above, plus the cost to purchase or rent any type of heavy equipment that is required for tree removal or land clearing (for example, a bucket truck, Brontosaurus type mower, bulldozer, skidder, feller-buncher, etc.) For the purpose of this RFP, mowing grasses (only) in preparation for herbicide application is not considered Mechanical Work. Two (2) Loaded Ceiling Rates shall be provided for each Reservation that the Contractor responds to. One shall be effective for the complete 3-year term of the Contract. The second form is for Mechanical Plus Herbicide Work as described above. At least one Cost Form shall be completed in its entirety and returned as part of the RFP response or the response shall be rejected. Subsequent to awarding contracts under this RFP, Invitation(s) to Quote (ITQ)s will be initiated for individual and unique project sites and quotes will be obtained on a fixed unit rate per project. No minimum amount of work is guaranteed under this RFP, and only a small percent of projects will require mechanical work. The Loaded Price per Acre submitted in this RFP is the highest expected "ceiling rate" per acre and no subsequent ITQ response shall exceed the rates established in this RFP.

Verification of Required Equipment (Mandatory Response)

The Respondent shall provide verification of ownership of the minimum required equipment as set forth in the Scope of Work under the Technical Requirements section. All equipment shall be in operating condition. Equipment shall be verified by the TRIBE via photographs and Titles/Bills of Sale submitted with the Contractor's response. Respondents with insufficient equipment shall be deemed non-responsible. For the purpose of verification, provide each of the following:

- a. Trucks and ATV – Title, Bill of Sale, or VIN
- b. Buggy – Bill of Sale, if owned. If not owned, provide written assurance in the form of a letter from the lessee, including contact information, that you have access to the use of a buggy within two weeks of award of work under an RFQ.
- c. Sprayer, GPS, and Cellphone – Photographs and sales receipts or, in lieu of receipts, written assurance that you own these items.
- d. Verification for Mechanical plus Herbicide work includes a.-d. above; and, written statement assuring the TRIBE that you own or can purchase or rent any type of heavy equipment that is required to complete project objectives.

Note: Accepting an award for work under an RFQ without possessing the necessary equipment does not in any way affect the requirement to start work within 30 days of issuance of a PO.

CHECKLIST FOR SUBMITTAL

Signed and fully completed proposal including costs.

- ✓ Statements of Qualifications of all personnel (include FDACS Certifications for each employee)
- ✓ Signed/Notarized Affidavit
- ✓ Signed proposal form
- ✓ Attachment N, Acknowledgement Form

- ✓ Attachment O, References Form
- ✓ Attachment C, Experience Form
- ✓ Attachment P, Technical Response Table
- ✓ Attachment Q, Cost Form

Please submit one (1) electronic copy of the complete proposal. Address proposals as follows:

ADDITIONAL INFORMATION

1. Contract: It is anticipated that work under this scope of services will be contracted utilizing the TRIBE’s Standard Service Agreement. A copy of said Service Agreement is attached to this Request for Proposals and incorporated by reference. Unless written exceptions to the proposed agreement accompany the proposal, proposers accept the provisions as presented therein without revision. If exceptions are proposed, proposer must submit clear explanations for the proposed modification(s) along with the rationale for each exception or modification.
2. Equipment – The Contractor is responsible for providing all necessary equipment to complete the work detailed in this Request for Proposals.
3. Invoices – Invoices will be submitted on a schedule approved in advance by the Environmental Resource Management Department. Once a Service Agreement is executed, the TRIBE will send the selected contractor a Notice to Proceed and a Purchase Order Number, to be used when invoicing this work. ERMD will verify all information and confirm completion before payment.
4. Resource Protection:
 - a. Protection of archeological/historical resources: The contractor, upon the discovery of suspected archeological or historical material, shall cease to work in the vicinity of such material and immediately notify the project manager.
 - b. Disposal of debris: The contractor shall remove all contractor-generated debris from the Tribal Lands and dispose of it properly on a daily basis.
 - c. Protection of faunal species: This area contains habitat used by the endangered Florida panther, Northern crested caracara, gopher tortoise, wood stork, Eastern indigo snake and the Florida black bear. Any suspected activity of panthers will be documented using GPS and reported to the TRIBE. The contractor shall use every precaution necessary to prevent disturbing and harassment of this or any wildlife encountered on the Tribal Lands. The willful killing of any animal species while working on Tribal Lands is illegal and will not be tolerated. Violations will void the contract.
5. Best Interest of the TRIBE – The Seminole Tribe of Florida reserves the right to reject any proposals with or without cause, to waive technical errors and informalities, and to accept the proposal that best serves the interest of the TRIBE. Each qualified and complete proposal will be evaluated and ranked by a review team.

6. Inspections – The TRIBE reserves the right to inspect, at any time, the Contractor’s procedures and equipment, and to approve operating personnel. Such inspections shall not relieve the Contractor of any obligations or responsibilities, nor transfer any liability to the TRIBE. The TRIBE reserves the right to require the Contractor to replace any operating personnel or equipment used in the performance of this contract for any valid reason, including if the personnel or equipment are unsafe or in violation of any tribal or federal laws. Upon request by the TRIBE, the Contractor shall immediately provide satisfactory replacements at no additional cost to the TRIBE.
7. Title to Information and Equipment - All information developed under this Agreement, of whatever type relating to the work performed under this Agreement, shall be the exclusive property of TRIBE. All machines, instruments and products purchased, manufactured or assembled by Contractor pursuant to this Agreement and paid for by TRIBE shall be the exclusive property of TRIBE. Upon termination of the Agreement, the Contractor shall dispose of such items as directed by the TRIBE.
8. Registration – If not registered in the State of Florida, Contractors are required to provide evidence of authority to conduct business as an out-of-State corporation in the State of Florida. Upon selection, the Contractor will be expected to register as a vendor with the Seminole Tribe of Florida before payment on activities is made.
9. Identification – All contractor personnel and vehicles must be clearly identifiable by company logo and name. A copy of the signed Notice to Proceed must be on hand at all times.
10. Kick-Off Meeting – The selected Contractor shall attend a Kick-Off-Meeting with Tribal representatives and provide a schedule detailing the times, dates, and locations before work is to begin. At that meeting, a list of contacts will be provided to the selected Contractor. This meeting can also be used to discuss ideas and gather information from Tribal staff for the project.

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

who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the TRIBE. The TRIBE may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The TRIBE 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 TRIBE's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The TRIBE may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

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

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

TRIBE Right to Reject Subcontractor Employees - The TRIBE shall retain the right to reject any of Contractor's or subcontractor's employees whose qualifications or performance, in the TRIBE's judgment, are insufficient. The Contractor agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida. NOTE: Subcontractor Information –The Respondent may subcontract for work but subcontractors must be pre-approved by the TRIBE prior to use. The Respondent shall provide contact information, references, and a list of previous work projects and experience for each proposed subcontractor for pre-approval being using that subcontractor.