

Invitation to Bid (ITB) No. ITB FFS 26 27 33

**Solicitation Title: 2026-2027 Broadcast Ground Herbicide
Site Prep – Goethe State Forest**



Brenda Paul, Procurement Officer
407 S. Calhoun Street, SB-8 Mayo Building
Tallahassee, FL 32399-0800
Bids@FDACS.gov

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Protests must be filed with the Agency Clerk, Florida Department of Agriculture and Consumer Services, The Holland Building, 600 South Calhoun Street, Tallahassee, Florida 32399.

SECTION 1.0 INTRODUCTORY SECTION

1.1. Statement of Purpose

The Florida Department of Agriculture and Consumer Services (FDACS or Department) seeks to obtain competitive bids for the broadcast ground herbicide application of approximately 454 acres within Goethe State Forest, located in Levy County, Florida. This Invitation to Bid (ITB) and all activities leading toward the anticipated issuance of a purchase order are conducted pursuant and subject to Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.).

This solicitation will be administered through the Vendor Information Portal (VIP) at <https://vendor.myfloridamarketplace.com/search/bids>. The Department will utilize the VIP as the centralized procurement website for electronic posting of agency solicitations, decisions and intended decisions in accordance with Rule 60A-1.021, F.A.C.

The Department intends to make a single award or to make no award, as determined to be in the best interest of the State.

1.2. Timeline

The table below contains the timeline of events for this solicitation. The dates and times within the Timeline are subject to change. Modifications by the Department will be issued by written addenda. It is the responsibility of the Vendor to check for any changes on the VIP. All required actions must be completed by the date and time indicated on the Timeline. All times listed are Eastern Time (ET).

EVENT	DATE/TIME	LOCATION
Release of ITB	August 11, 2026	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids
Last day for Vendors to Submit Questions	August 14, 2026 5:00PM	Florida Department of Agriculture and Consumer Services Email: Bids@FDACS.gov
Anticipated Posting of Written Responses to Vendors Questions	August 18, 2026	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids
Sealed Bids Due	August 21, 2026 5:00PM	Florida Department of Agriculture and Consumer Services – Mayo Building 407 S. Calhoun Street, SB-8 Tallahassee, Florida 32399-0800 Teleconference Number: (877) 273-4202 Conference Room Number: 585 608 901
Public Bid Opening	August 24, 2026 10:00AM	
Anticipated Posting of Recommended Award	TBD	Vendor Information Portal https://vendor.myfloridamarketplace.com/search/bids

1.3. Procurement Officer

The Procurement Officer, acting on behalf of the FDACS, is the sole point of contact for official meetings, questions, and all procurement related matters relating to this solicitation.

The Procurement Officer for this ITB is:

Brenda Paul, Procurement Officer
Florida Department of Agriculture and Consumer Services
Email: Bids@FDACS.gov

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

1.4. Mandatory Requirements

The Department has established certain requirements with respect to bids to be submitted by respondents. The use of “shall”, “must” or “will” (except to indicate simple futurity) in this ITB indicates a requirement or conditions from which a material deviation may not be waived by the Department. A deviation is material if, in the Department’s sole discretion, the deficient response does not substantially comply with the ITB requirements, provides an advantage to one vendor over other vendors, has potentially significant effect on the quantity or quality of items bid, or on the cost of the Department. Material deviations cannot be waived. The words “should” or “may” in this ITB indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a bid.

1.5. Conflicts and Order(s) of Precedence

All bids are subject to the terms of the following provisions of this ITB, which are hereby incorporated by reference, and in case of conflict shall have the following order of precedence:

- 1) Addenda, in reverse order of issuance,
- 2) ITB, including attachments and appendices,
- 3) [PUR 1001, General Instructions to Respondents](#), and
- 4) [PUR 1000, General Contract Conditions](#).

1.6. Recommended Pre-Bid Site Visit

Vendors may inspect the project site prior to submitting a bid. A site visit allows vendors to evaluate all general and local conditions that may affect bid preparation and the cost of performing the required work. Each vendor is responsible for considering all site conditions and project requirements when preparing their bid.

Scheduling a Site Visit: Site visits may be arranged with the designated FDACS representative:

Kari Hurst, Contract Manager
Phone: (352) 566-5221 / **Email:** Kari.Hurst@fdacs.gov

A site visit is not a mandatory requirement for submitting a bid. Vendors who choose not to visit the site remain fully responsible for understanding all project conditions and requirements.

SECTION 2.0 TECHNICAL SPECIFICATIONS

2.1. Scope of Work

This ITB requests a vendor to furnish all labor, materials, equipment, tools, transportation, supplies, and supervision necessary to successfully complete the broadcast ground herbicide treatment of approximately 454 acres of site preparation work in the identified project area within Goethe State Forest accordance with the specifications listed herein.

No materials, labor, or equipment will be furnished by the Florida Forest Service (FFS), unless specifically identified. The vendor shall use herbicide application equipment acceptable to the FFS.

2.2. Technical Specifications

The following outlines the required herbicide supplication conditions and specifications.

2.2.1. Description and Location

The project area for broadcast ground herbicide application will be scheduled and identified by the FFS Project Manager with the Contractor. Chemicals will only be applied to work areas indicated in **Appendix I - Maps**.

The site boundaries will be identified by natural boundaries, woods roads, firebreaks, flagging, or other methods as discussed with the Contractor. This will be reviewed with the successful Contractor prior to application.

2.2.2. Equipment and Personnel Requirements

The Contractor's equipment used in the performance of the work will be of the proper size and type and in such operating condition to accomplish the required herbicide application safely and successfully. Adequate safety measures will be observed to comply with all applicable State and federal safety requirements. The FFS Project Manager may order the removal or replacement of any unsatisfactory spray equipment.

If the Contractor's equipment breaks down during the contract term, it must be repaired, replaced, and/or removed from the project site within three (3) working days. Operations shall not remain idle for more than 48 consecutive hours without the approval of the FFS Project Manager. Personnel problems must be resolved immediately to ensure delays are minimized.

Equipment required for this project must be at least 65 horsepower and be able to spray a swath of at least 20 feet per pass with a boom-less type applicator. At least one (1) apparatus must be kept in operation during the application process. Wheeled skidder or crawler is required for this project.

2.2.3. Herbicide Application Rates and Methods

- 1) Ground broadcast application rates must be applied to the site at 64 ounces of Accord XRT II, 32 ounces of Chopper Gen 2, and 32 ounces of MSO per acre to an estimated 454 acres.

Equivalent products may be used upon prior approval of the FFS Project Manager. The tank mixture must be applied at the rate of a minimum of 30 gallons of mixture per acre, with water as the carrier.

- 2) Chemicals shall be applied at the specified rate and **in accordance with the labeling** of the product.
- 3) All chemicals are to be applied in such a manner that private property is unaffected. **A one-half (1/2) chain (33 foot) buffer strip shall be left along all State Forest boundaries**. Any additional buffers necessary will be determined by the FFS Project Manager and relayed to the Contractor.
- 4) The Contractor shall provide a minimum of 95% application coverage of the designated project areas. Streaking must be kept to a minimum and skips or streaks must be treated at no additional cost to the Department.
- 5) The Contractor shall permit the FFS to confirm chemical application rates per acre. The Contractor must show the FFS Project manager the sealed herbicide containers prior to application and the empty containers following completion of the project.
- 6) The Contractor shall track application coverage with GPS to ensure uniform coverage. The FFS Project Manager must approve other methods of tracking prior to the start of any work.

2.3. Estimated Quantities

The quantities provided in this ITB are estimates only and are to be used as a guideline. The Department reserves the right to add or reduce any item; therefore, the Department assigned purchase order shall be the official determination for final quantities.

2.4. Weather Conditions

Fog: Application will not be allowed in fog or when there is a danger of applying the chemicals in a fog bank. Defining fog conditions will be the sole responsibility of FFS personnel.

Rain: Herbicide application will not be allowed during rainy conditions or when soil is saturated with standing water and/or runoff. Areas receiving rainfall within three (3) hours following treatment may require retreatment at the discretion of the FFS Project Manager.

Wind: Application will not be allowed with wind speeds less than 2 m.p.h. or when wind speed reaches or exceeds 10 m.p.h. The contract manager reserves the right to shut down operations at any windspeed.

On-the-Ground Flooding: Application of herbicides will only be allowed when there is no standing water present in the treatment area.

Temperature: Garlon XRT is susceptible to vaporizing at a temperature of 90 degrees Fahrenheit. Application will not be allowed when the air temperature reaches or exceeds 90 degrees Fahrenheit. In the event that drift, or vaporization becomes a concern, the Forester-in-Charge reserves the right to cease operations, regardless of air temperature.

If weather conditions cause extended delays or unfavorable treatment environments this contract may be terminated early.

2.5. Resource Protection

The Contractor shall perform the work in a safe and careful manner and will furnish and use such safety devices, methods and measures as are required to protect Contractor and employees thereof, Florida Forest Service personnel, and the public against bodily injury and/or damage to property.

Protection of Native Communities: Due to the highly aggressive nature of invasive exotics, the Contractor must take care not to further spread any invasive exotic plant on any State Forest. No soil disturbing activity may take place in areas infested by invasive exotics. The Project manager will identify all infested areas that must be avoided in the project pre-work meeting. All soil-disturbing equipment must be cleaned prior to removal from the site.

Protection of Streams, Lakes, and Reservoirs: Contractor shall use every precaution necessary to prevent pollution of streams, by fuel, oils, other chemicals, silt, or other harmful materials. All streams will be kept free of Contractor-generated debris.

Protection of Archaeological/Historical Resources: The Contractor, upon the discovery of suspected archaeological or historical materials, shall cease work near such material and immediately notify the Project manager.

Erosion Control: All equipment will be operated in a manner to cause the least disturbance to the soil and groundcover vegetation.

Best Management Practices: Contractor shall adhere to and implement all applicable best management practices for silvicultural operations as outlined in the current Silviculture Best Management Practices Manual.

2.6. Contract Term

The contract period is effective upon execution of the Department's purchase order through September 30, 2026. Herbicide application may begin no earlier than August 1, 2026, and must be completed by September 30, 2026.

2.7. Licensing

The Contractor must have a Florida Department of Agriculture pesticide applicator's license and must show license to FFS Project Manager before beginning work. The Contractor must include a copy of this license with their bid submission.

Contractor shall maintain valid certifications, licenses, and permits required for the services prescribed above for the duration of the contract period.

2.8. Past Performance / References

The bid response must contain names, addresses, phone numbers and email contacts for three (3) of the Respondent's most recently completed projects from the last five (5) years similar in project size and scope as the work outlined in Section 2.1, Scope of Work, (See **Attachment A - Past References / References**). References must be current or former clients of the responding

vendor. Confidential clients shall not be included. The Department will not accept subcontractor / proposed personnel or personal references of a member of the responding vendor as a substitute for respondent references.

The Department reserves the right to contact each customer reference to verify the information provided and validate the performance/ workmanship of the vendor. If determined by the Department, references must be verifiable within three (3) business days of initial verification attempt by the Department, exclusive of weekends, state holidays or other closures.

It is the responsibility of the Contractor to ensure that all submitted references are verified. The Department will attempt to verify references once via telephone or email. Bids with one or more unverified references may be disqualified. References that indicate any unsatisfactory Contractor work performance or workmanship may result in disqualification of the bid. Past performance with the Department will constitute a reference, whether listed or not, and will be used by the Department to determine the respondent's ability to perform services similar to those described in this bid in a satisfactory manner. Unsatisfactory past performance with the Department may result in rejection of bid as provided in Section 3.16, Bid Evaluation.

2.9. Sub-Contractors

The vendor shall submit to the Department a list of subcontractors who will perform work. The vendor shall have determined, to their own complete satisfaction, that a listed subcontractor has been successfully engaged in this particular type of business for a reasonable length of time and is qualified both technically and financially to perform the phase of this work for which they are listed. Proof of any licenses or certifications required of subcontractors shall be submitted with the list of subcontractors.

Any subcontractor(s) not listed and approved in the award of this bid will not be allowed to proceed with any work related to this project. The Department shall have the right to examine the eligibility and qualifications of any subcontractor and to request additional documentation of a subcontractor's qualifications. Any subcontractor(s) proposed after the start of this project must be submitted in writing to the Department for approval. Work by the proposed subcontractor must not commence until the Department has given approval. The Department shall have the right to prohibit the use of any subcontractor that in its own discretion does not satisfactorily meet the eligibility, business experience, technical or financial qualifications necessary to perform this work. If applicable, **Attachment B - List of Subcontractors** form must be completed and included in the bid response.

SECTION 3.0 INVITATION TO BID PROCESS

3.1. Advertisement

This ITB is hereby advertised on the State of Florida VIP. To find the ITB or other related information, enter Agency "Department of Agriculture" and click on "Advertisement Search" at the bottom of the web page. If unable to download the document(s), contact the Department's Procurement Officer listed in Section 1.3.

3.2. Special Accommodations

Any person with a disability requiring special accommodations at the site visit or the bid opening shall contact the Procurement Officer listed in Section 1.3, Procurement Officer, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached by dialing 7-1-1 or visit

<https://www.ftri.org/relay> for assistance.

3.3. General Instructions to Respondents (PUR 1001)

Any terms and conditions set forth within this ITB document shall supersede all conflicting terms and conditions set forth within the PUR 1001, unless the conflicting term/condition is required by any section of the Florida Statutes, in which case the term/condition required by Florida Statutes shall take precedence. Specific references to MyFloridaMarketPlace (MFMP) usage for this ITB as stated in paragraphs 3 and 5 of the PUR 1001, General Instructions to Respondents, are not applicable.

3.4. Vendor Questions

The Procurement Officer, acting on behalf of the Department, is the sole point of contact for official meetings, questions, and all procurement related matters relating to this solicitation from the date of the release of the solicitation until the Department's Notice of Agency Decision is posted on the VIP.

Questions related to this ITB, or requests for approved equivalents (if applicable), must be received in writing, via email, by the Procurement Officer listed in Section 1.3, Procurement Officer, within the time indicated in Section 1.2, Timeline. Verbal Questions, or those submitted after the period specified in the Timeline, will not be acknowledged.

Responses to written questions will be published on the VIP on or about the date referenced in Section 1.2.

3.5. Addenda

If the Department deems it necessary to supplement, modify, or interpret any portion of the solicitation documents or exhibits, addenda, and materials relative to this ITB the information will be published on the VIP as a written addendum. Any addenda issued in relation to this ITB shall thereby become part of the final bid specifications and requirements.

Interested parties are responsible for monitoring this site for new, changing, or clarifying information relative to this solicitation.

3.6. MyFloridaMarketPlace (MFMP) Registration

Each vendor desiring to sell commodities or contractual services as defined in Section 287.012, F.S., to the State is prequalified to do so and shall register in the MFMP system. Information about the registration process is available, and registration may be completed, at the MFMP VIP website at <https://vendor.myfloridamarketplace.com/>. Interested persons lacking internet access may request assistance from the MFMP Customer Service at (866) 352-3776.

Vendors should register for the following United Nations Standard Products and Services (UNSPSC) Class/Group Commodity Code(s) pertaining to this ITB:

- 70141604 - Herbicide Services
- 70151500 - Forestry Management

3.7. Vendor Substitute W-9

The Florida Department of Financial Services (DFS) requires all vendors that conduct business with the State of Florida to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms and answers to frequently asked questions are located on the website once a registration has been completed. DFS may assist vendors with questions and can be reached at (850) 413-5519 or FLW9@myfloridacfo.com.

The awarded vendor must have a valid W-9 on file with the DFS prior to issuance of a purchase order or contract. This may be completed by the vendor post-award and is not something which the Department will consider in determining the responsiveness of a bid.

3.8. Cost of Bid Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a vendor in response to this ITB.

3.9. Instructions for Bid Submittal

Each bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are discouraged. Emphasis in each bid must be on completeness and clarity of content. To expedite the review of bids, it is essential that vendors follow the format and instructions provided below.

- 1) Bids may be sent by U.S. mail, courier, overnight or hand delivered to:
Florida Department of Agriculture and Consumer Services
407 S. Calhoun Street, SB-8 Mayo Building
Tallahassee, Florida 32399-0800
- 2) **Electronic (email/fax) submission of bids will not be accepted for the ITB.**
- 3) All bids must be submitted in a sealed envelope/package with the relevant ITB number clearly marked on the outside of the envelope/package.
- 4) It is the vendor's responsibility to assure its bid submittal is delivered to the proper place and time as stipulated in Section 1.2, Timeline.
- 5) Late bids will not be accepted.

Bids may be delivered by United States Postal Service (USPS) mail, courier (FedEx/UPS), or hand delivered to the Mayo Building; however, vendors are cautioned shipment via USPS may not be guaranteed to be received by the Department on the scheduled due date / time.

BIDS MUST BE RECEIVED IN THE PURCHASING OFFICE BY THE DESIGNATED DATE AND TIME LISTED THAT SEALED BIDS ARE DUE IN SECTION 1.2, TIMELINE. POSTMARKED OR CLOCKED IN BY FEDEX, UPS, OR U.S. POSTAL SERVICE IS NOT ACCEPTABLE FOR BEING RECEIVED IN THE PURCHASING OFFICE.

3.10. Vendor Acknowledgement

By submission of a signature on the Department's Acknowledgment Form, the vendor certifies that they comply with all terms and conditions contained herein. The bid must contain the original signature of an authorized representative who can legally bind the vendor. The services offered by the vendor will conform to the specifications of this ITB without exception. **Vendors must include Attachment C – FDACS Acknowledgement Form, with their bid submission.**

3.11. Price Sheet

Vendor shall complete, sign, and return Attachment D - Price Sheet. Bid prices must be firm and be inclusive of all services, packaging, handling, shipping and delivery charges, environmental and fuel service fees, and any other relevant and related charges.

No remuneration is available to the vendor beyond the bid price for all specifications and considerations in response to this ITB. Vendors will be strictly held to the prices of their bid. The contents of this ITB and vendor bid submission will become a contractual obligation upon execution of the purchase order.

Quantities referred to are estimated quantities. If the Price Sheet stipulates a unit price, the Department reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities. The Department shall not be responsible for Vendor inventory or order commitment.

If a submitted Price Sheet includes inconsistencies, inaccuracies, or is incomplete, it may be rejected by the Department. All calculations will be reviewed and verified. The Department may correct mathematical errors, however, in the event of any miscalculation, unit prices shall prevail.

3.12. Vendor Generated Terms and Conditions

The Department objects to and shall not consider nor accept any different or additional terms or conditions submitted by a vendor, including any appearing in documents attached as part of a vendor's bid. In submitting a bid, the vendor expressly agrees that any additional or different terms or conditions, whether submitted by the vendor intentionally or inadvertently, shall have no force and effect and shall be grounds for rejecting a bid. Vendor's failure to agree to or comply with the Department's terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

The purchase order or contract issued by the Department as a result of this ITB shall incorporate all terms and conditions identified herein. No oral agreements or representations shall be valid or binding upon the Department or the vendor unless expressly contained herein or by a written addendum published on VIP by the Department to this ITB.

3.13. Public Records

All documents submitted in response to this ITB shall be considered public record pursuant to Chapter 119, F.S.

3.14. Disclosure of Bid Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the vendor or its agents or returned. The Department

shall have the right to use any or all ideas, or adaptations of the ideas, presented in any bid. Selection or rejection of a bid shall not affect this right.

3.15. Bid Opening

Bids are due, and will be publicly opened, at the time, date, and location specified in Section 1.2, Timeline. Bid responses received late (after bids are due) will not be accepted, nor considered, and modification by the Bidder of submitted bids will not be allowed, unless the Department has made a request for additional information. Department staff will not be held responsible for the inadvertent opening of a bid response if it is not properly sealed, addressed, or identified.

The bid opening will be available via teleconference or in person. Attendance is not required for submission or consideration. Any person who wants to attend the bid opening in person should contact the Procurement Officer listed in Section 1.3, for building access and parking instructions. In person attendees requiring special accommodations will need to follow the steps outlined in Section 3.2, Special Accommodations.

3.16. Bid Evaluation

Bids that do not meet all requirements, specifications, terms, and conditions of this ITB or fail to provide all required information, documents, or materials may be rejected and deemed non-responsive.

The Department may request, and the vendor shall provide, clarifying information or documentation. Failure to timely supply the information or documentation as requested may result in the bid being deemed non-responsive.

IF THE DEPARTMENT DETERMINES, IN ITS SOLE DISCRETION, THAT THE CONDITIONS OF THE BID DOCUMENTS ARE NOT COMPLIED WITH, OR THAT THE PRODUCT PROPOSED TO BE FURNISHED DOES NOT MEET THE SPECIFIED REQUIREMENTS, THE BID MAY BE REJECTED AND DEEMED NON-RESPONSIVE.

3.17. Viewpoint Consideration Prohibited

The Department may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. The Department may not give a preference based upon a vendor's social, political, or ideological interests.

3.18. Basis of Award

An award shall be made to the responsive and responsible vendor with the lowest Total Project Cost, as specified in Attachment D - Price Sheet for all specifications and considerations, in response to this ITB. An award from this bid does not constitute an official purchase order, contract, agreement, or commitment on behalf of the State.

In event the vendor with the lowest Total Project Cost is found non-responsive; the Department may proceed to the next responsive vendor with the lowest Total Project Cost and continue the award process.

3.19. Less Than Two Responsive Bids

In the event the Department receives less than two (2) responsive bids for contractual services purchases, the Department reserves the right to negotiate on the best terms and conditions pursuant to section 287.057(6), F.S.

3.20. Bid Rules for Withdrawal

A submitted bid may be withdrawn by submitting a written request for its withdrawal to the Department. The withdrawal request must be signed by an authorized representative of the vendor and must be received within 72 hours after the bid submission date indicated in the Timeline. Any submitted bid shall remain valid for 90 calendar days from the bid submission date.

3.21. Verbal Instruction Procedure / Discussions

The Vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State of Florida employee. Only written communications from the Department's Procurement Officer are considered duly authorized expressions on behalf of the State. Additionally, only written communications from a vendor are recognized as duly authorized expressions on behalf of the Vendor. Any discussion by a Vendor with any employee, or representative of the Department, involving cost or price information, occurring prior to the Department publishing the Notice of Agency Decision, may result in rejection of said Vendor's bid.

3.22. No Prior Involvement and Conflict of Interest

Section 287.057(19)(c), F.S., states, "A person who receives a contract that has not been procured in accordance with subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."

The Department considers participation in a solicitation to be any actions related to the decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or functioning in any other advisory capacity.

The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the Department, for any act or service, which they may do, or perform, for, or on behalf of, any officer, agent or employee of the vendor. Officers, agents, or employees of the Department shall not have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

The Vendor shall have no interest, and shall not acquire any interest, that conflicts in any manner, or degree, with the performance of the services required under this ITB.

3.23. Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds Tie Bids

Any vendor submitting a response to this ITB **MUST** execute the enclosed form FDACS-01522, **Attachment E - Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds** and enclose it with its bid. The Certification for Lobbying is required for expenditures \$100,000 and above. The Certification for Debarment and Suspension and Other Responsibility Matters is required for expenditures \$25,000 and above.

3.24. Identical Tie Bids

When evaluating vendor responses to solicitations where there is identical pricing or scoring from two or more vendors, the Department shall determine the order of award in accordance with Sections 287.057(12), 287.082, 287.087, 287.092 and 295.187(4), F.S.

1) CERTIFIED BUSINESS ENTERPRISE

Pursuant to Section 287.057(12), F.S., if two (2) equal bids are received and one (1) bid is from a certified Business Enterprise, the Department must contract with the Certified Business Enterprise. Vendors must provide a copy of this certification pursuant to Section 287.09451, F.S., in their bid response to receive this preference.

2) COMMODITIES MANUFACTURED, GROWN OR PRODUCED IN STATE OF FLORIDA GIVEN PREFERENCE

Pursuant to Section 287.082, F.S., whenever two (2) or more competitive sealed bids are received, one (1) or more of which relates to commodities manufactured, grown or produced within the State of Florida, and whenever all things stated in such received bids are equal with respect to price, quality and service, the commodities manufactured, grown or produced within the State of Florida shall be given preference. Vendors must provide proof in their bid response to receive this preference.

3) CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, F.S., whenever two (2) or more bids, proposals or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. To be considered for the drug-free workplace program preference, vendors may complete and submit with its response **Attachment F - Certification of Drug-Free Workplace Program** that it has implemented a drug-free workplace program.

4) PREFERENCE TO CERTAIN FOREIGN MANUFACTURERS

Pursuant to Section 287.092, F.S., any foreign manufacturing company with a factory in the state and employing over 200 employees working in the state shall have preference over any other foreign company when price, quality and service are the same, regardless of where the product is manufactured. Vendors must provide proof in their bid response to receive this preference.

5) FLORIDA VETERAN BUSINESS ENTERPRISE OPPORTUNITY ACT PREFERENCE

Pursuant to Section 295.187(4), F.S., a state agency, when considering two (2) or more bids, proposals, or replies for the procurement of commodities or contractual services, at least one (1) of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality and service, shall award such procurement or contract to the certified veteran business enterprise. Proof of certification pursuant to Section 295.187(5), F.S., shall accompany the bid response. Failure to submit proof of certification will result in non-application of the preference.

3.25. Disqualification of Vendors

More than one (1) bid from an individual, firm, partnership, corporation, or association, under the same or different names, will not be considered. Reasonable grounds for believing that a vendor is interested in more than one (1) solicitation for the same work will cause the rejection of all bids in which such vendors are believed to be interested.

If there is reason to believe that collusion exists among the vendors, any or all bids will be rejected. No participants in such collusion will be considered in future procurements for the same work. Falsifications of any entry made on the vendor's offer will be deemed a material irregularity and will be grounds for rejection.

3.26. Rejection of Bids

The Department reserves the right to reject any and all bids when such rejection is in the best interest of the State of Florida and to reject the bid of a vendor who the Department determines is not in a position to perform the contract.

3.27. Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed at the following physical address:

Agency Clerk
Florida Department of Agriculture and Consumer Services
The Holland Building
600 South Calhoun Street
Tallahassee, Florida 32399

Physical filings received after regular Business Hours (8:00 a.m. to 5:00 p.m., ET) will be deemed filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

SECTION 4.0 SPECIAL CONDITIONS

4.1. Purchase Order Terms and Conditions

It is the intent of the Department to issue a purchase order for the desired services as specified in this ITB. The Department purchase order terms and conditions shall be incorporated into the final purchase order and in the case of conflict between the Department purchase order terms and

conditions and any vendor generated terms and conditions expressly accepted by the Department in writing, the Department's purchase order terms and conditions shall prevail: [FDACS-01341 Terms and Conditions](#).

4.2. Required Vendor Certification

A completed and signed **Attachment G – FORM PUR 7801** should be included in the vendor bid response.

Certification and attestation forms marked as required in **Attachment G – Vendor Certification**, **MUST** be submitted to the FDACS Contract Manager within 10 business days of the effective date of the purchase order or contract. The Contractor shall submit the completed forms required in the Vendor Certification Form to the FDACS Contract Manager.

4.3. Modification after Contract Execution

Any changes in the specifications, delivery, quantity, or terms of the contract must be agreed upon by the Department and the vendor by written contract amendment.

The vendor may request an equitable adjustment in the price(s) or delivery date(s), if the change affects the cost or time of performance, such equitable adjustments require the express written approval of the Department's Contract Manager or designee and a written contract amendment.

4.4. MyFloridaMarketPlace Transaction Fee

The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Section 287.057(24), F.S. All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the state or Eligible Users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law.

Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Department will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

4.5. Public Entity Crimes

A person or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime; may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, F.S., for category two, for a period of 36 months from the date of being placed on the convicted vendor list.

4.6. Discrimination Statement

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.

4.7. Antitrust Statement

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

4.8. Employment of Unauthorized Aliens

The employment of unauthorized aliens by any Contractor is considered a violation of state and federal law. If the awarded vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract. The awarded vendor, and any subcontractors thereof, will be required to register with and use the E-Verify system to verify the work authorization status of all new employees of the awarded Contractor and its subcontractors as required by Section 448.095, F.S.

4.9. Independent Capacity of Contractor

The Contractor, its officers, agents, and employees, in performance of the work outlined in this ITB, shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of the State.

4.10. Stop Work Clause

The Department's on-site representative shall have authority to stop work. In the event work is halted, it may not resume until the reason the work was stopped is corrected, and approval has been provided.

4.11. Site Clean Up

Upon completion of services, the Contractor shall remove all trash, debris and rinse water generated from the project site and leave area in same condition as provided by the Department. The Department's trash facilities shall not be used for the disposal of any products used in the completion of these services. All herbicide containers, rinse water and related Contractor-generated debris shall be removed from the State Forest and properly disposed of by the Contractor. The Department will not pay for hauling, dumping, tipping, trash, hazardous waste fees or other related waste fees.

4.12. Insurance Requirements

The Contractor shall not commence any work in connection with the project until it has obtained all the following types of insurance, and the owner has approved such insurance. Nor shall the Contractor allow any independent/subcontractor to commence work on its subcontract until all similar insurance required of the independent/subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida through an authorized licensed Florida Agent.

4.13. Certificate of Insurance

The Contractor shall furnish proof of insurance coverage within 10 calendar days after notification of award and prior to starting the contracted work.

The Contractor shall furnish a Certificate of Insurance for all insurance required by this contract and shall include the State of Florida, Florida Department of Agriculture and Consumer Services, as additional insured. This form(s) shall be completed and signed by the authorized Licensed Florida Agent and returned to:

Florida Department of Agriculture and Consumer Services
Florida Forest Service
9110 SE County Road 337
Dunnellon, Florida 34431

Certificate(s) shall be dated and show:

- 1) Name of the insured Contractor, specific job by name, name of the insurer, number of the policy, its effective date, and its termination date.
- 2) Statement that the insured will mail notice to the owner, at least 30 calendar days, prior to any material changes in provisions or cancellation of the policy.

4.14. General Liability Insurance

The Contractor shall take out and maintain during the life of the contract:

Minimum Limits of Liability	\$1,000,000 each occurrence
	\$2,000,000 aggregate

Including Bodily Injury, Property Damage and products and completed operations.

General Liability	\$500,000 each occurrence
-------------------	---------------------------

4.15. Drift Insurance

The Contractor shall carry a minimum of \$100,000 chemical drift control liability insurance, per occurrence. Evidence of such coverage must be provided to the Department prior to final execution of Project.

4.16. Contractor's Automobile Liability Insurance

The Contractor shall take out and maintain during the life of this agreement Automobile Liability insurance for all claims that may arise from all operations performed under this agreement:

Minimum Limits of Liability \$300,000 any automobile

4.17. Worker's Compensation Insurance

During the contract term, the Contractor, at its sole expense, shall provide commercial insurance such a type and with such terms and limits as may be reasonably associated with the contract, which, as a minimum, shall be workers' compensation and employer's liability insurance in accordance with Chapter 440, F.S., with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work.

Employers who have employees who are engaged in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three (3) per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

4.18. Insurance, Loss Deductible Clause

The State of Florida shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

4.19. Invoicing and Payment

Payment will be made upon delivery and/or satisfactory completion, by state government warrant. Invoices must be submitted in sufficient detail, to allow for a proper pre-audit and post-audit thereof, to the Contract Manager. Partial payments may be made upon satisfactory delivery of items and receipt of invoices. Payment will be made based on the bid price for successful completion of services. Payment shall be made in accordance with Section 215.422, F.S.

Invoices shall be submitted as outlined in the resulting purchase order or contract.

4.20. Cooperation with the Inspector General

Pursuant to Section 20.055(5), F.S., the Contractor and any of its subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

4.21. Vendor Ombudsman

Section 215.422, F.S., provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 calendar days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to s. 55.03, F.S., will be due and payable in addition to the invoice amount.

A Vendor Ombudsman has been established within the DFS. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely

payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

4.22. Annual Appropriation

The State of Florida's performances and obligations to pay under this contract is contingent upon an annual appropriation by the Legislature.

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WILTON SIMPSON
COMMISSIONER

ATTACHMENT A

Florida Department of Agriculture and Consumer Services
Bureau of General Services

REFERENCES

As per the requirements of bid special condition References, each bidder is required to submit the names, addresses, and telephone numbers for the required three (3) references. References shall be listed below.

In order for your bid to be considered responsive this form must be completed and included in your bid package.

1. CLIENT NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____ EMAIL: _____

2. CLIENT NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____ EMAIL: _____

3. CLIENT NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____ EMAIL: _____



WILTON SIMPSON
COMMISSIONER

ATTACHMENT B
Florida Department of Agriculture and Consumer Services
Bureau of General Services

LIST OF SUBCONTRACTORS

Please list any subcontractor(s), their contact information, and provide a copy of their subcontractor's license, associated with any work to be performed related to the scope of work. Attach more pages as required.

NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____

TYPE OF WORK BEING PERFORMED: _____

SUBCONTRACTORS LICENSE NO.: _____ COPY ATTACHED: Y N

NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____

TYPE OF WORK BEING PERFORMED: _____

SUBCONTRACTORS LICENSE NO.: _____ COPY ATTACHED: Y N

NAME: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: (____) _____

TYPE OF WORK BEING PERFORMED: _____

SUBCONTRACTORS LICENSE NO.: _____ COPY ATTACHED: Y N

**ATTACHMENT C
FDACS ACKNOWLEDGEMENT FORM**

	FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES INVITATION TO BID
Agency Release Date: August 11, 2026	SUBMIT BID RESPONSE TO: Florida Department of Agriculture and Consumer Services Office of General Services - Purchasing Office 407 South Calhoun Street – Mayo Building, Room SB-8 Tallahassee, Florida 32399-0800
FDACS BID Number: ITB FFS 26 27 33	
Bid Due: August 21, 2026, 5:00PM	Bid Title: 2026-2027 Broadcast Ground Herbicide Site Prep – Goethe State Forest
Bid Opening Date and Time: August 24, 2026, 10:00AM	
**Vendor Name:	
**If a fictitious name is used, include registered name (i.e. XYZ, Inc. DBA ABC)	
Vendor Mailing Address:	*Authorized Signature (Manual)
City, State, Zip:	
Phone Number:	*Typed Name and Title of Authorized Agent
Toll Free Number:	*This individual must have the authority to legally bind the vendor to a contractual obligation. By submission of a signature on the response, the vendor certifies that they comply with all terms and conditions contained herein.
Fax Number:	
Email Address:	
FEID Number:	
Type of Business Entity (Corporation, LLC, partnership, etc.):	
VENDOR CONTACTS: Provide the name, title, address, telephone number, and email address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone or attend meetings as may be appropriate regarding the solicitation schedule.	
PRIMARY CONTACT:	SECONDARY CONTACT:
Contact Name, Title:	Contact Name, Title:
Address:	Address:
Phone Number:	Phone Number:
Fax Number:	Fax Number:
Email Address:	Email Address:

**ATTACHMENT D
PRICE SHEET**

DESCRIPTION	UNIT PRICE PER ACRE	ESTIMATED QUANTITY (IN ACRES)	TOTAL PROJECT COST
Broadcast Ground Herbicide Application in accordance with Section 2, Technical Specifications	\$ _____	454	\$ _____

By affixing signature to this PRICE SHEET, vendor agrees to honor the pricing listed above and acknowledges any addenda (if applicable) contained in this Invitation to Bid.

VENDOR NAME: _____

SIGNATURE (MANUAL): _____

SIGNATURE (PRINTED): _____



WILTON SIMPSON
COMMISSIONER

ATTACHMENT E
Florida Department of Agriculture and Consumer Services
Division of Administration

**CERTIFICATION REGARDING LOBBYING;
DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS
FOR EXPENDITURE OF FEDERAL FUNDS LOBBYING**

LOBBYING

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

As required by 2 CFR 200, for persons entering into a contract, grant or cooperative agreement over **\$25,000** involving the expenditure of Federal funds, the undersigned certifies for itself and its principals that:

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

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

PRINTED NAME/TITLE OF REPRESENTATIVE

CONTRACT / PURCHASE ORDER NUMBER

SIGNATURE OF REPRESENTATIVE / DATE

FDACS-01522 01/21



WILTON SIMPSON
COMMISSIONER

ATTACHMENT F
Florida Department of Agriculture and Consumer Services
Bureau of General Services
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, whenever two or more bids, proposals or replies that are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

In order to have a drug-free workplace program, a business shall:

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

VENDOR'S SIGNATURE

ATTACHMENT G
FORM PUR 7801
(08/2024, Rule 60A-1.002, F.A.C.)
VENDOR CERTIFICATION

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u>	<u>Vendor Indicator</u>	<u>Certification</u>
(Required, N/A, Determined by Vendor)	Does the Vendor Certify?	
Required	☐ YES	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., by checking "Yes," the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/ .
Required	☐ YES ☐ N/A	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., by checking "Yes," the vendor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/ .
Required	☐ YES	By checking "Yes," the vendor certifies that it is not on the Suspended Vendor List; and the vendor and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if

		it is placed on the Suspended Vendor List of the Department of Management Services.
Required	☐ YES ☐ N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and by checking "Yes," certifies that it will complete the Department of Management Services' Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form." By checking "N/A," the vendor certifies it is not a common carrier as defined in section 908.111, F.S. Vendors may access the Department of Management Services Form PUR 1808 at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.
Required	☐ YES	By checking "Yes," the vendor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	☐ YES	By checking "Yes," the vendor certifies that it is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	☐ YES ☐ N/A	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor will complete an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S. An example Affidavit is available at https://forms.fdacs.gov/01364.pdf.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Name Signature Date

FEIN Typed or Printed Name

Title

**2026-2027 Broadcast Ground Herbicide Site Prep – Goethe State Forest
Vendor Checklist**

For your convenience, we offer the following checklist of documentation that must be submitted by the response deadline listed in the ITB. Vendors that fail to provide all the required documentation requested within this checklist may lead to rejection of the bid for non-responsiveness.

Attachment and Description	
Attachment A - References	
Attachment B – List of Subcontractors	
Attachment C – FDACS Acknowledgement Form	
Attachment D - Price Sheet	
Attachment E – Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds	
Attachment F - Certification of Drug-Free Workplace Program (Recommended)	
Attachment G – Vendor Certification	
Proof of Licenses, certification and permits	