

9. **CONSENT AGENDA**

- c. **RESOLUTION 08-134 APPROVING BUDGET AMENDMENT/TRANSFER NO. 2008-001 AND PROVIDING AN EFFECTIVE DATE** (To appropriating \$65,000 for treatment of invasive plants within the J. N. "Ding" Darling National Wildlife Refuge with funds provided by a \$65,000 grant from the US Fish and Wildlife Service. Requisition # 41540080035 is attached. This amendment increases the FY08-09 budget by \$65,000. There are \$65,000 of new funds appropriated by this amendment)

**NATURAL RESOURCES DEPARTMENT
MEMORANDUM**

DATE: October 1, 2008

TO: City Manager Judie Zimomra

FROM: Natural Resources Director Robert K. Loflin Ph.D.

RE: \$65,000 Grant for Exotic Plant Control on federal lands

This grant provides funding for maintenance exotic plant control on the Wildlife Refuge and other federal lands as part of the Island-wide Brazilian Pepper Eradication Program. There is no City matching requirement in the contract. Initial and maintenance exotic control has been done on the Refuge via grants obtained by the City's Natural Resources Department since 1998. The City's exotic control program cannot be successful without addressing control of seed sources on federal lands. This project will continue to maintain the Refuge's rare native plant communities and wildlife habitat in pristine condition.

RESOLUTION NO. 08-134

**APPROVING BUDGET AMENDMENT/TRANSFER NO. 2009-001 AND
PROVIDING AN EFFECTIVE DATE**

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised General Fund for fiscal year 2008-2009, Budget Amendment/Transfer BA 2009-001 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 7th day of October 2008.

AUTHENTICATION:

Mick Denham, Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM:

Kenneth B. Cuyler

Kenneth B. Cuyler, City Attorney

10/11/08

Date

Vote of Councilmembers:

Denham _____

Ruane _____

Jennings _____

Johnston _____

Pappas _____

Date filed with City Clerk: _____

07/08-162

SOLICITATION / CONTRACT / ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER 41540080035	PAGE 1 OF 15
5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/ LOCAL TIME

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 08/29/2008	4. ORDER NUMBER 401818M885
7. FOR SOLICITATION INFORMATION CALL: a. NAME		b. TELEPHONE NUMBER (No collect calls)

9. ISSUED BY
 CODE 00004
 R4 Contracting and Grant Services Division
 U.S. Fish and Wildlife Services 1875 Century Blvd.
 Suite 310
 Atlanta, GA 30345
 TEL: (404) 679-4055 ext.
 FAX: (404) 679-4057 ext.

10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 0.00% FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS 8(A) NAICS: 115310 SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE	12. DISCOUNT TERMS 10 days % 20 days % 30 days % days %
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		

15. DELIVER TO
 CODE 41540
 R4 J.N. "Ding" Darling National Wildlife Refuge
 1 Wildlife Drive
 Sanibel, FL 33957
 Attn: Paul S. Tritaik

16. ADMINISTERED BY R4 Contracting and Grant Services Division U.S. Fish and Wildlife Services 1875 Century Blvd., Suite 310 Atlanta, GA 30345	CODE 00004
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17a. CONTRACTOR/OFFEROR
 CODE * FACILITY CODE
 City of Sanibel
 800 DUNLOP RD
 SANIBEL, FL 33957-7402
 TELEPHONE NO. (239) 472-9615 ext.

18a. PAYMENT WILL BE MADE BY R4 J.N. "Ding" Darling National Wildlife Refuge 1 Wildlife Drive Sanibel, FL 33957	CODE 41540
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>This award has been OBLIGATED IN FFS via IDEAS-PD INTERFACE Initials <u>WDC</u> Date <u>9/2/08</u></p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>					

25. ACCOUNTING AND APPROPRIATION DATA 2008 - - - 41540 - - 252Z - - - - 4730DGN2 - - N2 - - - -	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$ 65,000.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE NOT ATTACHED	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE NOT ATTACHED
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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>[Signature]</i>		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Vincent Chua	31c. DATE SIGNED 8/29/08

**Contract Level
Funding Summary**

Document Number
401818M885

Title
Mainland Exotics Project JNDDNWR FY08

Page
4 of 15

2008 - - - 41540 - - 252Z - - - - 4730DGN2 - - N2 - - - -

\$65,000.00

Reference Requisition: 41540080035

Total Funding: \$65,000.00

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COMMERCIAL CLAUSES

1 144804-01 R4 COMMERCIAL SERVICES

AUGUST
2006

COMMERCIAL CLAUSES

52.252-02 Clauses Incorporated by Reference FEB-98

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.arnet.gov/far>.

52.212-4 TERMS AND CONDITIONS - COMMERCIAL ITEMS FEB -07

ADDENDA TO FAR 52.212-4 TERMS AND CONDITIONS - COMMERCIAL ITEMS

52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information MAY-99

(a) As provided in paragraph (b) of the clause at 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c).

(c) The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: Vincent Chua
U.S. Fish and Wildlife Service

Mailing Address:

Contracting and General Services Division
1875 Century Blvd., Suite 310
Atlanta, GA 30345
Persons to Contact: Vincent Chua
Telephone Numbers: 404-679-4059
Electronic Addresses: vincent_chua@fws.gov

(End of clause)

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items. As prescribed in 12.301(b)(4), insert the following clause:

Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Aug 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

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(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) [Reserved]
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

(24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286), and 109-53.

(ii) Alternate I (Jan 2004) of 52.225-3.

(iii) Alternate II (Jan 2004) of 52.225-3.

(25) 52.225-5, Trade Agreements (June 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

(28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

(29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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___(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, hazmat materilas, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

3 52.236-13 ACCIDENT PREVENTION

NOVEMBE
R 1991

(a) The Contractor shall provide and maintain work environments and procedures which will--

- (1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) Avoid interruptions of Government operations and delays in project completion dates; and
- (3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

4 52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION APRIL 1984

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or

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repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

5 52.237-03 CONTINUITY OF SERVICES

JANUARY
1991

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to--

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

6 52.249-14 EXCUSABLE DELAYS

APRIL 1984

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless--

(1) The subcontracted supplies or services were obtainable from other sources;

(2) The Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and

(3) The Contractor failed to comply reasonably with this order.

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(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

7 SCOPE OF WORK

SCOPE OF WORK

J.N. DING DARLING NWR (41540) - FY08 Mainland Exotics Project
 (to be completed through established 'tri-partnership' agreement)

I. BACKGROUND/GENERAL INFORMATION

Treatment of invasive exotic plants and their management have been identified as one of the highest priorities within the National Wildlife Refuge (NWR) System particularly on Florida NWRs. Invasive exotic plants threaten native plant communities and native wildlife including threatened and endangered species. Their rapid growth and copious seed production permits the establishment and formation of dense, impenetrable forests and thickets that shade out desirable native plant species, affecting water flow and drainage, and obstructing human and wildlife movement and public viewing opportunities. In general, invasive exotic plants degrade native habitat quality decreasing native species abundance and diversity. Refuges employ a variety of management techniques to control invasive exotic plants including herbicides (primary means), mechanical controls (heavy equipment), cultural controls (prescribed fire), physical controls (hand pulling seedlings and vines), and biological controls (when available). Invasive exotic removal work is performed by refuge staff, independent contractors, volunteers, and conservation and educational organizations. Refuges prioritize treatments based upon the targeted plant species 'category' of invasiveness; that is, the ability of the targeted plant to colonize and impact native plant habitats.

The goal of this project shall be to treat all exotic plant species including Category 1 & 2 state- and FLEPPC-listed invasive exotic and exotic plants on the 'Mainland' parcels of J.N. 'Ding' Darling NWR according to the priority treatment area map provided (Figure 1.).

II. PROJECT LOCATION

The Mainland Tracts of the J.N. 'Ding' Darling NWR managed by the U.S. Fish and Wildlife Service (FWS) are located on Sanibel, Florida beginning west of Dixie Beach Boulevard and north of Periwinkle Road, then proceeding west to the intersection of Tarpon Bay Road and Sanibel-Captiva Road, and continuing westward to the eastern-northeastern boundary of Sanibel Bayous North and the 'powerlines' (Figure 1.). All lands, listed in priority order in Figure 1, are managed by the FWS.

III. WORK SPECIFICATIONS

The Contractor shall furnish all contract labor, equipment and supplies including herbicide, surfactant, and adjuvant to perform all operations for removing and treating all exotic plant species encountered on J.N. 'Ding' Darling NWR Mainland parcels in priority order as identified in Figure 1. The Contractor shall treat all upland areas of the delineated project area up to, but excluding monotypic mangrove forest. The Contractor shall use maps provided as reference. The Contractor shall perform systematic transects throughout priority treatment areas in a south-north (preferred) or east-west fashion dependent on orientation of specific parcels. Laborers shall be spaced close enough to each other to provide complete coverage of identified parcels, and provide treatment of all exotic plant species (as discussed with 'City of Sanibel', and at the pre-award meeting).

Species that shall be treated include, but are not limited to the following: air potato, Australian pine, Brazilian pepper, carrotwood, climbing cassia, earleaf acacia, Guinea grass, Java plum, lead tree, melaleuca, rosary pea, Sanseveria and umbrella tree (Schefflera). Species above are listed for reference purposes only.

All exotic plant species infestations are easily accessible by Contractor crews and equipment using ground control treatment methods. Current Control Technologies (CCTs) for controlling all exotic plants shall be employed. Exotic plant infestation densities are highly variable amongst individual exotic plant species, and may be considered light to moderate in nature.

The Contractor shall perform treatments based upon the priority treatment order as indicated below and Figure 1 until all funds are exhausted:

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1) Priority Treatment Area 2 (blue): Rosary Pea and Sanseveria particularly along fire breaks and bike paths along Legion Curve, San-Cap Road, Rhoades Tract, the Weir and refuge facilities (e.g., maintenance shop, administration building, etc.); and other Category 1 and 2 exotic plants as described in the attached plant list.

2) Priority Treatment Area 1 (red): 'Mainland' parcel & Upland Ridges west of Legion Curve beginning where 'Reprogramming' funding ran out at the powerlines during maintenance sweep;

2) Botanical Site - FWS lands;

3) Bailey Tract;

4) Priority Treatment Area 3 (Pink): 'Mainland' parcels and Upland Ridges east and north east of Tarpon Bay Road to Dixie Beach Blvd.; and

5) Priority Treatment Area 4 (yellow): 'Mainland' parcel & Upland Ridges west of Legion Curve up to the powerlines.

IV. ACCEPTANCE CRITERIA

The task shall be considered completed following a thorough inspection of the delineated treatment area by the Site Manager and/or their designee, and only if, it is determined that the Contractor treated 100% of all exotic plants and infestations within the delineated treatment area, or those identified in Section III. and achieved a 95% control rate. Both scheduled and un-scheduled inspections shall occur.

V. GOVERNMENT-FURNISHED PROPERTY OR INFORMATION (if applicable)

Storage of equipment and/or herbicides needed to complete the Scope of Work shall be addressed prior to the start of the project, and approval shall be at the discretion of the Site/Refuge Manager. No exceptions shall be allowed or permitted.

VI. OTHER REQUIREMENTS OR PROVISIONS

The Contractor shall avoid any damage to native vegetation and wildlife, and minimize non-target damage to sensitive native vegetation. The Contractor shall not collect, harass, harm or molest native plants or wildlife. The Contractor shall be responsible for the removal of all trash and treatment-related items. The Contractor shall be held liable if damage was determined to be the fault of the Contractor, the result of improper treatment techniques, or the result of Contractor negligence during control activities.

The Contractor shall avoid any damage to state-listed threatened and endangered plant species and wildlife, and shall minimize non-target damage to native vegetation.

The Contractor shall work 10 hour days Monday to Friday unless approval is granted by the Refuge/Site Manager.

The Contractor shall be held liable for any and all damages to Refuge lands, property and resources if it is determined to have occurred during any stage of exotic plant control operations.

The Contractor shall provide workers with all Personal Protective Equipment. Hazards to be considered include herbicide exposure, heat exhaustion and stress, biting insects, stinging venomous insects and snakes, and poisonous plants such as poison ivy. Appropriate precautions shall be implemented by the Contractor.

The Contractor shall take all precautions to avoid exposure to the public while conducting exotic plant control operations including direct exposure to herbicide spray or oral interactions with the public.

VII. TIME SCHEDULE/PERIOD OF PERFORMANCE

The Contractor shall begin work two weeks following notification to begin work. The project shall be completed in = 180 days (6 months) following issuance of the task order, and notification to begin work. All work must be invoiced to the FWS within 6 months of notification to begin work.

VIII. TREATMENT AREA PRIORITY MAPS (Figure 1.)

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All exotic plant infestations shall be identified by Global Positioning System (GPS) navigation NAD_83 and coordinates in the Universal Transverse Mercator System (UTMs), and shall be recorded as such on the supplied FWS Daily Progress Report.

8 WAGE DETERMINATION

The current Wage Determination published by the Department of Labor for the locality applies to this contract. The Wage Determination information can be obtained through the internet. The web address is <http://www.wdol.gov/wdol/scafiles/std/05-2125.txt>

State: Florida

Area: Florida Counties of Charlotte, De Soto, Hardee, Hernando, Highlands, Hillsborough, Lee, Manatee, Pasco, Pinellas, Polk, Sarasota

Wage Determination No.: 2005-2125 Revision No.: 7
Date Of Revision: 07/23/2008

A full text copy will be provided upon request.

9 PRIORITY OF WORK

JNDDNWR FY08 PRIORITY TREATMENT AREA PLANT LIST

USUAL CATEGORY 1s: Air potato
(includes initial + re-treat) Australian pine

Brazilian pepper
Carrotwood
Climbing cassia
Earleaf acacia
Guinea grass
Java plum
Lead tree

Sanseveria (along San.-Cap. Rd and firebreaks in Rhoades Tract, Weir and Legion Curve)
Umbrella tree (Schefflera)
Woman's tongue

ADDED REQUESTS:
(initial treatments)

Rosary pea (moderate to dense patches along bike trails/fire breaks/San.-Cap Rd. Rhoades Tract, Weir and Legion Curve)

Madagascar periwinkle (hand pull near entrance to gopher tortoise burrows, along fire breaks and boundaries off major roadways)

Other Category 1s and 2s and exotic plants if cost effective to treat.

TREATMENT METHODOLOGY: 1) Basal bark Garlon 4 (17%) w/ JLB Improved Oil Plus, Diluent Blue or Impel Red,

2) Basal bark or Hack 'n Squirt with Garlon 4 (17%) + Stalker (3%) in JLB Oil, Diluent Blue or Impel Red,

3) Hand pull Sanseveria and its roots in areas where chemical treatment will impact surrounding native vegetation.

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