

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

INVITATION TO BID NO. 20B-004

HURRICANE DEBRIS MANAGEMENT SERVICES – ECONFINA FIELD OFFICE

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, FL 32333, is soliciting sealed bids for the **HURRICANE DEBRIS MANAGEMENT SERVICES – ECONFINA FIELD OFFICE** (Project) located in Bay County, Florida. This work entails providing hurricane debris management services for approximately 154 acres of District-owned property.

The deadline for submission of bids is 2:00 P.M. Eastern Time (ET), FEBRUARY 11, 2020. The opening of bids is open to the public and will be at District headquarters (U.S. Highway 90, 10 miles west of Tallahassee, FL). Provisions will be made to accommodate the handicapped (if requested) provided the District is given at least 72 hours advance notice. All bids must conform to the instructions in the Invitation to Bid (ITB) and comply with applicable Florida Statutes. Interested parties may obtain a copy of the complete ITB package from the District's website (<http://www.nfwwater.com>). A copy of the complete ITB package may be obtained from the State of Florida's Vendor Bid System website at: http://www.myflorida.com/apps/vbs/vbs_www.main_menu. A copy of the complete ITB package can also be obtained at the above address or by calling (850) 539-5999.

There will be a **mandatory pre-bid meeting** at the District's Econfina Field office at 6418 E. Highway 20, Youngstown, FL 32466 (Project Site) on **January 27, 2020** at 10:00 am **Central Time (CT)**. The Project Site is on the south side of Highway 20, seven miles west Highway 231 (Enter through the black steel gate) See map by clicking: <http://www.nfwwater.com/Contact-Us/Locations> **Prospective respondents to the ITB must attend the mandatory pre-bid meeting to be considered.** The purpose of the meeting is to allow an inspection of the Project Site and to gather any technical or administrative questions regarding this bid package and the work to be performed.

Table of Contents

	PAGE
PART 1 GENERAL INFORMATION	
1.1 Definitions	4
1.2 Purpose	4
1.3 Issuing Office, Date and Location of Opening	4
1.4 Invitation to Bid	4
1.5 Awarding of Bid	4
1.6 Development Costs	5
1.7 Conflict of Interest	5
1.8 District Forms and Rules	5
1.9 Mandatory Pre-bid Meeting	5
1.10 Oral Presentations	5
1.11 Inquiries	6
1.12 Timetable	6
1.13 Delays	6
1.14 Submission and Withdrawal	6
1.15 Addenda	8
1.16 Equal Opportunity	8
1.17 Convicted Vendors	8
1.18 Discriminatory Vendor List	9
1.19 Scrutinized Companies, Boycotting	9
1.20 Inspector General Cooperation	9
1.21 Compliance with Health and Safety Regulations	9
1.22 Insurance	10
1.23 Prohibited Contact	10
1.24 Specification and Award Protest	10
1.25 Publicity	11
1.26 Waiver of Minor Irregularities	11
PART 2 SCOPE OF SERVICES	11
PART 3 BID REQUIREMENTS	11
3.1 Rules for the Bids	11
3.2 Contractor Qualifications	12
3.3 Bid Bond and Performance Bond	12
3.4 Vendor Registration and W-9 Forms	13
3.5 Vendor Checklist	13

Table of Contents (continued)

		<u>PAGE</u>
PART 4	EVALUATION OF BIDS	14
PART 5	BID SHEET AND BIDDER ACKNOWLEDGMENT FORM	15
PART 6	CONTRACTOR INFORMATION FORM	18
PART 7	DRAFT AGREEMENT	19

PART 1
GENERAL INFORMATION

1.1 DEFINITIONS

For the purpose of this bid, “respondent or bidder” means contractor, vendors, consultants, organizations, firms, or other persons submitting a response to this Invitation to Bid.

1.2 PURPOSE

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, (hereinafter referred to as the “District”) is issuing this Invitation to Bid (ITB) for the project titled “**HURRICANE DEBRIS MANAGEMENT SERVICES – ECONFINA FIELD OFFICE.**”

1.3 ISSUING OFFICE, DATE AND LOCATION OF OPENING

Northwest Florida Water Management District (Headquarters)
Attn: Agency Clerk
81 Water Management Drive
Havana, Florida 32333-4712

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:00 P.M. EASTERN TIME (ET),
FEBRUARY 11, 2020, THE DAY OF THE PUBLIC OPENING.**

1.4 INVITATION TO BID

The District solicits bids for services of a responsive qualified contractor to provide turnkey hurricane debris management services on approximately 154 acres of District-owned lands at the District’s Econfina Field Office located in Bay County, Florida. The Scope of Work and related specifications and requirements are contained in the attached draft agreement. The **Contractor** shall furnish all materials, labor and equipment, tools, incidentals, transportation, and all services necessary for the completion of this project.

1.5 AWARDING OF BID

The District anticipates entering into a contract with the bidder who submits a qualified responsive bid judged by the District to be the lowest cost for the specified services. The District reserves the right to award the bid to the next lowest responsive bidder in the event the successful respondent fails to enter into the Agreement, or the Agreement with said respondent is terminated within 90 days of the effective date.

The respondent understands that this bid does not constitute an agreement or a contract with the District. An official contract or agreement is not binding until the bids are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the District, and the contract or agreement is executed by both parties.

The District reserves the right to reject any and all bids, to negotiate with the qualified Contractor submitting the lowest responsive bid, to waive any irregularities of a minor nature, and to solicit and re-advertise for other bids. Mistakes clearly evident on the face of the bid documents, such as computation errors, may be corrected by the District. Per section 255.0991, F.S., the District has no regulation that provides Contractor preference as described in that statute.

All bids may be subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting.

Notice of a bid award shall be posted to the District's website and the State of Florida's Vendor Bid System website.

1.6 DEVELOPMENT COSTS

The District shall not be responsible or liable for any expenses incurred in connection with the preparation of a response to this bid. Respondents should prepare the bid simply and economically, to provide a straightforward and concise description of the respondent's ability to meet the requirements of the bid.

1.7 CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents shall disclose with their bid the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all respondents shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the respondent's firm, subsidiaries or branches.

1.8 DISTRICT FORMS AND RULES

When included, all forms supplied by the Northwest Florida Water Management District shall be submitted with the bids. All bids must comply with applicable Florida Statutes, laws, and rules.

1.9 MANDATORY PRE-BID MEETING

There will be a **mandatory pre-bid meeting** at the District's Econfina Field office at 6418 E. Highway 20, Youngstown, FL 32466 (Project Site) on **January 27, 2020** at 10:00 am **Central Time (CT)(11:00 A.M. Eastern Time)**. The Project Site is on the south side of Highway 20, seven miles west Highway 231 (Enter through the black steel gate) See map by clicking: <http://www.nfwwater.com/Contact-Us/Locations> **Prospective respondents to the ITB must attend the mandatory pre-bid meeting to be considered.** The purpose of the meeting is to allow an inspection of the Project Site and to gather any technical or administrative questions regarding this bid package and the work to be performed.

1.10 ORAL PRESENTATIONS

There will not be oral presentations for this solicitation.

1.11 INQUIRIES

All questions regarding this ITB shall be provided in writing and emailed to the Procurement Officer, Lennie Zeiler at lennie.zeiler@nwfwater.com, **no later than 10:00 AM. Eastern Time (ET) on January 29, 2020**. Inquiries shall reference the date of the ITB opening and ITB title and number.

The District will post addenda and answers to substantive questions on its website and on the State of Florida's Vendor Bid System website at least ten (10) calendar days before the bid opening date (see *Section 1.15 Addenda*). Firms are responsible to check the District's website or State of Florida's Vendor Bid System website for addenda.

1.12 TIMETABLE

The District and respondents shall adhere to the following schedule in all actions concerning this bid.

- A. On **January 16, 2020**, the District issues the Invitation to Bid.
- B. On **January 27, 2020, 10:00 A.M. CENTRAL TIME* (11:00 A.M. Eastern Time)**, a **mandatory** pre-bid meeting will be held at the Project Site (see Section 1.9 for directions).
- C. From the time of issuance on January 16, 2020 until 10:00 AM. Eastern Time (ET) on January 29, 2020, the District will receive written inquiries on the ITB (received by email).
- D. If substantive questions are received, District will issue an Addendum at least ten (10) calendar days prior to bid opening.
- E. **Bid Opening Deadline:** The sealed bids will be opened at **2:00 P.M. Eastern Time (ET), February 11, 2020***. Bids received after the bid opening deadline will not be considered.
- F. From opening time, the District will review and evaluate the bids on a timely basis.
- G. The District may enter into a contract with the qualified Contractor submitting the lowest responsive bid after conducting negotiations and obtaining appropriate approvals.

*Denotes a public meeting.

1.13 DELAYS

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify respondents of all changes in scheduled due dates by posting the information to the District's website and State of Florida's Vendor Bid System website.

1.14 SUBMISSION AND WITHDRAWAL

The respondent must submit the bid in person, by mail, or courier such as UPS to this address:

Northwest Florida Water Management District
Attn: Agency Clerk
81 Water Management Drive
Havana, FL 32333-4712

Please be advised that mail delivery to the District is not always by 2:00 P.M. Eastern Time.

Respondents shall submit **two (2) copies** of the bid in a sealed, opaque envelope or box. **The face of the envelope or box shall state in capital letters:**

“SEALED BID FOR ITB 20B-004, HURRICANE DEBRIS MANAGEMENT SERVICES – ECONFINA FIELD OFFICE TO BE OPENED, FEBRUARY 11, 2020 AT 2:00 P.M. (EASTERN TIME) AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT”

The sealed envelope or box shall also include the respondent’s name and business address. Bids received after the bid opening deadline will not be considered. **Bids received by the bid opening deadline but not properly sealed and labeled shall not be considered.** Receipt of a bid by any District office or personnel other than the District receptionist or the Agency Clerk, at the headquarters office located at 81 Water Management Drive, does not constitute “delivery” and is not considered “received by” the District as required by this ITB.

Respondents who utilize courier service packing and shipping materials shall place the bids in a **sealed and labeled** opaque envelope or box as described above inside the courier-supplied shipping materials. Courier service delivery shall use the same address listed previously in this section.

It is the respondent's responsibility to ensure that his/her bid submission is delivered at the proper time and place of the opening. **Bids that are for any reason received after the established deadline will not be considered.** Submittal of bids other than in person, by mail, or courier such as UPS etc. shall not be accepted. Telephone confirmation of timely receipt of the bid may be made by calling (850) 539-5999 and asking for the Agency Clerk before the bid opening time.

A respondent may withdraw a bid by notifying the District in writing at any time prior to the opening. Respondents may withdraw bids in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the District and will not be returned to the respondents.

All bids must be made on the required **Bid Sheet and Bidder Acknowledgement** (see PART 5 of this ITB). All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted.

Respondents must satisfy themselves of the accuracy of their response in the **Bid Sheet and Bidder Acknowledgement** by examination of the criteria and specifications including addenda. After bids have been submitted, respondents shall not assert that there was a misunderstanding concerning the number or type of parameters nor the accuracy required of each parameter.

Bids received by the District in response to this ITB will become a public record (unless an exemption to Florida’s Public Records Law applies) when the District provides notice of its intended decision or 30 days after opening the bids, whichever is earlier. If the District rejects all bids and concurrently provides notice of its intent to reissue the ITB, the rejected bids remain exempt from Florida’s Public Records Law until such time as the District provides notice of an

intended decision concerning the reissued ITB or until it withdraws the reissued ITB. A bid is not exempt for longer than 12 months after the initial notice rejecting all bids.

Bids will be made available for inspection at the time the District posts notice of its decision or intended decision concerning contract awards or 30 days after the bid opening, whichever is earlier.

1.15 ADDENDA

If addenda become necessary, the District will provide written addenda and post addenda on the District's website and on the State of Florida's Vendor Bid System website at least ten (10) calendar days before the bid opening date. Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting their bid.

Submission of a bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda have been received. Failure of the respondent to obtain any addenda does not relieve respondent from any and all obligations under the bid, as submitted. All addenda become part of the Agreement.

1.16 EQUAL OPPORTUNITY

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex, or disability. It is the policy of the District to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts and purchases.

The District encourages participation by minority-, veteran-, and women-owned Certified Business Enterprises and requests that firms submit evidence of such designation with their bids. For further information on designation as a certified business enterprise, visit www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified.

1.17 CONVICTED VENDORS

Pursuant to s. 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.

1.18 DISCRIMINATORY VENDOR LIST

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 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.

1.19 SCRUTINIZED COMPANIES, BOYCOTTING

Pursuant to s. 287.135, F.S., a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of:

- (1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel; or
- (2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 - a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 - b. Is engaged in business operations in Cuba or Syria.

By submitting a response, the respondent certifies that it is not currently on the aforementioned lists or engaged in such business operations and agrees to notify the District if placement on one of these lists occurs or the Contractor engages in such business operations. If the respondent submits a false certification, the District may terminate the Agreement and bring a civil action against the respondent, as provided for in s. 287.135, F.S.

1.20 INSPECTOR GENERAL COOPERATION

Prospective contractor or vendor understands and shall comply with section 20.055(5), Florida Statutes, which states: “It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.”

1.21 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

Prospective contractor or vendor shall comply with all applicable federal, state and local rules and regulations in providing services to the District. This requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.

1.22 INSURANCE

The prospective contractor or vendor, if awarded a contract, shall maintain insurance coverage. In the event a contract is awarded to a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the bidder's insurance coverage, policies, or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. The Contractor shall obtain all coverage as required by Florida law, including Workers Compensation and applicable professional liability insurance. Additionally, the Contractor shall be insured as follows: General Liability, with limits not less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than: Bodily Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease \$1,000,000 policy limit; and Bodily Injury by Disease \$1,000,000 each employee.

Evidence of all such insurance satisfactory to the District shall be furnished with the executed Agreement prior to beginning work, and all such insurance policies shall provide for a ten (10) business day notice to the District of cancellation or any material change in the terms of the insurance policies.

1.23 PROHIBITED CONTACT

Respondents to this solicitation or persons acting on their behalf shall not contact, between the release of the solicitation and the end of the 72-hour period following the District 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.

1.24 SPECIFICATION AND AWARD PROTEST

Any person who is adversely affected by the District's award shall file with the District a notice of protest in writing within 72 hours after the posting of the award. With respect to a protest of the terms, conditions, and specifications contained in this ITB, including any provisions governing the methods for ranking bids, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the ITB or the addenda to the ITB that contains the new term, condition or specification that is protested. The formal written protest shall be filed within 10 days after the date the notice of protest is filed with a bond pursuant to Section 287.042(2)(c), Florida Statutes. The Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods. **The 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.**

1.25 PUBLICITY

The respondent shall obtain prior approval of the District for all news releases or other publicity pertaining to this bid or the service or any project to which it relates.

1.26 WAIVER OF MINOR IRREGULARITIES

The District may waive minor irregularities in bids received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the ITB that, if waived, will not have an adverse effect on the District's interest and will not give a respondent an advantage or benefit not enjoyed by the other respondents. The District is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

PART 2

SCOPE OF SERVICES

The project includes hurricane debris management services at the District's Econfina Field Office, near Youngstown, Florida. The scope of work and specifications for the project are provided in the attached draft agreement, Section 1 – Scope of Services.

PART 3

BID REQUIREMENTS

3.1 RULES FOR THE BIDS

- A. All bids must comply with applicable Florida Statutes, laws, and rules.
- B. **Two copies** of the bid must be submitted in a properly marked envelope or box in person, by mail, or commercial courier. See PART 1, *Section 1.14 Submission and Withdrawal* of this ITB for further details.
- C. All bidders shall furnish evidence of its qualifications by completing, signing, and submitting the **Contractor Information Form**. See *Section 3.2 Contractor Qualifications* and PART 6.
- D. All bids shall be completed and submitted on the attached **Bid Sheet and Bidder Acknowledgement** (PART 5) and must be accompanied by a **Bid Bond**. See *Section 3.3 Bid Bond and Performance Bond*.
- E. The District is not subject to Florida sales tax or to any federal excise taxes on all sales made **directly** to the District, and neither shall be included in the bid price.
- F. Any transportation or other charges incurred in the delivery of products or services as specified must be included in the bid price.

- G. All costs whether direct or indirect which will be ultimately paid by the District must be included in the per-acre bid price on the **Bid Sheet and Bidder Acknowledgement** (PART 5). Any indirect, overhead, profit margin or other such costs, however named, must also be included in the bid price.
- H. The award hereunder is subject to Chapter 112, Florida Statutes. All bidders shall disclose with their bids the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries or branches.

3.2 CONTRACTOR QUALIFICATIONS

Respondents to this ITB are required to meet the following qualification and experience criteria:

- A. Must have experience with management of vegetative debris;
- B. Must have sufficient qualified personnel and equipment necessary to complete all work proposed in the **Scope of Services**;
- C. **Must not have** known or potential conflicts-of-interest in performing tasks as requested in the **Scope of Services**; and
- D. Any subcontractors used by the Contractor to complete proposed work in this ITB must be identified and must meet the pertinent criteria listed above to perform the task for which they are hired. The successful bidder shall supply the names and addresses of subcontractors when requested to do so by the District.

Contractors must complete, sign, and submit with their bid the **Contractor Information Form** (see PART 6) to support and document the qualification and experience criteria listed above.

3.3 BID BOND AND PERFORMANCE BOND

In addition to the bid, bidders must submit a bid bond in the form of a company check, cashier's check, money order or surety bond in the amount equal to five percent (5%) of the total bid amount. The bid bond will be returned upon completion of the bid opening or after the award of contract by the District to the successful bidder. After award of the contract, the successful bidder must then provide a performance bond.

A performance bond in the amount of twenty-five percent (25%) of price of the phases being scheduled in the Work Order, with a corporate surety approved by the District, will be required for the faithful performance of the contract. A certified Cashier's Check made payable to: "NFWFMD" may be provided to the District, in lieu of a surety performance bond.

Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The successful bidder will be required to execute the contract and provide the performance bond within ten (10) calendar days once the awarded Contractor is notified by the District Project

Manager. In case of failure of the bidder to execute the Agreement, the District may at its option consider the bidder in default, in which case the bid bond accompanying the bid proposal shall become the property of the District.

3.4 VENDOR REGISTRATION AND W-9 FORMS

The selected Contractor will be required to complete a Vendor Registration Form and W-9 Form once the awarded Contractor is notified by the District Project Manager.

3.5 VENDOR CHECKLIST

Please review the checklist for this bid (ITB No. 20B-004) to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

- Have you performed a final review of your bid to ensure you included all required documentation? **The omission of required items will result in rejection of the bid.**
- Have you completed, signed, and included the **Contractor Information Form**?
- Have you completed, signed, and included the **Bid Sheet and Bidder Acknowledgement**? Have you verified all amounts to ensure that they are complete and accurate?
- If a conflict of interest exists as described in *Section 1.7 Conflict of Interest*, have you included a statement of disclosure?
- Have you included a **Bid Bond** of five percent (5%) as described in *Section 3.3 Bid Bond and Performance Bond*?
- Have you selected the method of shipping (in person, by mail, or commercial courier) that will ensure that your response will arrive before the deadline?
- Is your envelope properly marked and are there two copies of the bid included? See *Section 1.14 Submission and Withdrawal* of this ITB for further details. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your bid is opened prior to the designated date and time, it cannot be considered.

PART 4
EVALUATION OF BIDS

The contract will be awarded in the best interest of the District, based on the lowest total cost to the District, from those bids submitted by contractors considered qualified by the District and able to perform the work in the time allowed as described in this ITB. The District anticipates awarding the contract to the bidder that meets the following criteria:

- A. Contractor must meet the qualification and experience criteria as described in *Section 3.2 Contractor Qualifications*.
- B. Contractor submits a qualified responsive bid judged by the District to be the lowest cost for the specified services.
- C. If two or more bids are tied, the tie will be broken by the respondent earning the most points from the following, each being assigned one point for a total of up to three points: (1) to the respondent that certifies compliance with s. 287.057(11), F.S., as a certified minority business enterprise; (2) to the respondent that certifies compliance with s. 295.187(4), F.S., as a certified veteran's business enterprise; and (3) to the respondent that certifies compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program. If there is still a tie, the tie will be broken by lot (for example, coin toss).

PART 5

BID SHEET AND BIDDER ACKNOWLEDGMENT (20B-004)

All prices shall be provided below. This form will be utilized for award of the bid.

HURRICANE DEBRIS MANAGEMENT SERVICES – ECONFINA FIELD OFFICE

Phase	Acres	Turnkey Vegetative Debris Management Cost Per Acre*	Total Bid (Acres X Turnkey Vegetative Debris Management Cost Per Acre)
I	31	X \$ _____	= \$ _____
II	36	X \$ _____	= \$ _____
III	27	X \$ _____	= \$ _____
IV	25	X \$ _____	= \$ _____
V	35	X \$ _____	= \$ _____
TOTAL BID			\$ _____

*Turnkey Vegetative Debris Management Cost Per Acre is inclusive of, but not limited to employee pay, benefit costs, insurance, bonds, fuel, vehicles, transportation, mobilization and demobilization, equipment, communication equipment, GPS units, cameras, PPE, power tools, hand tools, and any other costs necessary for the contractor to meet project specifications. Any needed fireline preparation and rehabilitation and all planning, permitting, administrative, contract management, and invoicing costs are included.

Grand Total Lump Sum Bid Amount for Hurricane Debris Management Services on 154 Acres: \$ _____

The Bidder must include with this bid a **5%** bid/security deposit (in the form of a Cashier’s Check, Money Order, or Surety Bond) based as follows:

(My Total Bid \$ _____) X 0.05 = \$ _____
Bid/Security Deposit Amount

Company Name

BID SHEET AND BIDDER ACKNOWLEDGMENT (20B-004)(continued)

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for the work described herein and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid.

BIDDER ACKNOWLEDGMENT

I, the undersigned, having read all parts of this Invitation to Bid, ITB No. 20B-004, titled “**HURRICANE DEBRIS MANAGEMENT SERVICES – ECONFINA FIELD OFFICE,**” including any and all addenda, and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

Authorized Signature

Position or Title

Printed Name of Above Signature

Company

(The area below this line is to be completed by NFWWMD Agency Clerk only.)

Unsigned bids shall be rejected by the Agency Clerk of the Northwest Florida Water Management District.

Agency Clerk
Northwest Florida Water Management District

PART 6
CONTRACTOR INFORMATION FORM

1. Contractor Information					
Contractor Firm Name:					
Contact Person Name & Title:					
Mailing Address:					
City, State & Zip:					
Contact Phone Number:		Fax Number:			
E-mail Address:					
Federal Employer ID or Social Security #:					
Is this firm a certified minority business enterprise?				Check One: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Is this firm a certified veteran's business enterprise in compliance with s. 295.187(4), F.S.?				Check One: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Has this firm implemented a Drug-Free Workplace program in compliance with s. 287.087, F.S.?				Check One: Yes <input type="checkbox"/> No <input type="checkbox"/>	
2. Subcontractor Information (if necessary, please attach information for additional subcontractors)					
Subcontractor 1 Firm Name:					
Mailing Address:					
City, State & Zip:					
Type of Work:					
Federal Employer ID or Social Security #:					
3. Experience (all fields in table below must be completed)					
Contractors (or subcontractors) must provide a list of similar vegetative debris management projects (at least two) completed within the last 5 years (attach separate pages if needed).					
#	Date of Completion	Location (County/State)	Project	Client Contact Name	Client Phone #
1					
2					
3					
4					
4. Contractor's Statement of Qualification					
I understand that the above qualification and experience criteria are required to submit a bid in response to ITB No. 20B-004. By signing this application, I acknowledge that all qualifications and experience criteria are met.					
_____			_____		
Person Completing Form (print name)			Signature		

Unsigned bids shall be rejected by the Agency Clerk of the Northwest Florida Water Management District.

PART 7
DRAFT AGREEMENT

This Agreement is subject to change subsequent to legal review.

DRAFT AGREEMENT WITH CONTRACTOR

**Agreement for Contractual Services for
HURRICANE DEBRIS MANAGEMENT SERVICES – ECONFINA FIELD OFFICE
Between
Northwest Florida Water Management District
And
[Contractor]
(NFWWMD Contract Number 20-0XX)**

This Agreement (the “Agreement”) is by and between the Northwest Florida Water Management District (hereinafter, the **District**) and _____ (hereinafter, the **Contractor**). The District and the Contractor hereby agree as follows:

SECTION 1 – SCOPE OF SERVICES

A. General

1. The Contractor shall perform and render all services as an independent Contractor of the District and not as an agent, representative, or employee of the District. Services shall be provided in accordance with the Contractor’s bid response submitted under Invitation to Bid (ITB) **20B-004** entitled “**HURRICANE DEBRIS MANAGEMENT SERVICES – ECONFINA FIELD OFFICE**” incorporated herein by reference.
2. The contract documents which make up this Agreement consist of this Agreement document, Invitation to Bid No. **20B-004**, Contractor’s bid response, technical specifications, all addenda issued prior to the execution of this Agreement, the bid submitted by the Contractor, and all modifications issued subsequent thereto. These documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.
3. At its sole discretion the District may schedule the work by individual or multiple phases utilizing the geographic subdivision of phases delineated on Exhibit 1. Work Orders will be issued that specify the phases to be completed within a specific timeframe.
4. Prior to the Contractor’s commencement of work, a performance bond will be required for the in accordance with the specifications contained in Section 5.
5. Prior to the Contractor's commencement of work, the District shall provide and transmit to the Contractor an approved Notice to Proceed that specifies the phases to be completed under the specific Work Order. The Contractor shall commence work within ten (10) days of issuance of a Notice to Proceed by the District.
6. All work shall be performed in accordance with the specifications and requirements contained in the Scope of Work.

B. Scope of Work

Background

Hurricane Michael felled and damaged numerous trees at the District's Econfina Field Office compound in Bay County, Florida. Within this approximately 190-acre compound, the District has identified 154 acres that currently require hurricane debris management services. The 154 acres has been divided into five discrete project phases, as illustrated on the attached Exhibit Map 1.

The Contractor shall remove from the project area:

- All downed timber;
- All standing dead timber (including standing stems broken off above the base);
- All standing live timber that is leaning more than 25 degrees from vertical;
- All vegetative debris greater than 2" (two inches) in diameter that is either down or is felled during the work.

The Contractor may select the most efficient method or combination of methods for removing the vegetative debris, including such techniques as cut and haul to an approved disposal or reuse facility; onsite air curtain incineration with removal of ash; pile and burn, onsite chipping with removal of chips, etc. The special conditions below must be taken into consideration for any selected vegetative debris management method.

Specifications

1. With the exception of debris smaller than 2" (two inches) in diameter, all specified vegetative debris shall be removed from the project area, whether reduced onsite through burning, chipping, or other technique or hauled offsite for disposal or use.
2. Contractor must take care not to damage fences, buildings, vehicles, equipment, trailers, materials and supplies, overhead and underground utilities, gates, and any other items of value owned by the District or the neighboring property owners. Contractor will be held responsible for all damages.
3. Contractor must obtain all required local, state, and federal permits and/or authorizations required for the specific work to be undertaken and shall remain in full compliance with the governing regulations during the course of the work.
4. Contractor shall not bury onsite any debris, ash, or other materials resulting from or associated with the work.
5. Work may occur only during daylight hours.
6. The Contractor must exercise care to prevent damage to all residual live trees located within the project areas. Special care shall be given to prevent any damage to any trees not designated for removal by the District. Standing trees not intended for removal will not be used in any manner to facilitate the Contractor's operations.
7. Stumps from vertical dead and leaning trees shall be cut as close to the ground as possible and shall not be higher than six inches (6") above the ground except where otherwise authorized

by the Project Manager. Felled trees with root balls attached shall be cut as close to the root ball as possible.

8. Debris remaining onsite shall not be piled around or near the base of remaining live trees.
9. All "lodged" trees shall be freed and removed.
10. Skidding trees down existing roads and fire lines is encouraged, and the creation of barren areas or "skid trails" through repeated skidding across the same ground is discouraged. The District retains the right to close down operations in inclement weather if soil disturbance in the project area is deemed by the Project Manager to be too severe.
11. The Contractor's employees and subcontractors shall enter and exit the project area at the easternmost gate entrance on Highway 20 and shall ensure that this gate is securely closed and locked when departing the site. A \$50 penalty per day shall be paid by the Contractor for each occurrence of gates left unlocked or open, or for unauthorized change of locks or access.
12. The Contractor must adhere to and implement all federal, state, and local environmental laws and regulations as well as any applicable best management practices (BMPs) for silvicultural operations as outlined in the latest version of the Florida Silviculture Best Management Practices Manual. The Contractor is responsible for securing any forestry authorizations that may be required under Chapter 40A-44, Florida Administrative Code, and/or any other local, state, or federal permit or authorization that may be required to conduct the vegetation removal operations.
13. The Contractor shall accept roads in their present condition and accept responsibility and expenses for any improvements in roads necessary to cut, haul, manage, and/or remove the designated vegetation. During operations the Contractor shall maintain all roads in a usable condition, suitable for the vehicular traffic to which the road is normally subjected. The Contractor is solely responsible for maintaining the roads and making them serviceable prior to use, as approved by the District. Rutted roads will be back bladed by the Contractor upon completion of the work and when requested by the Project Manager during the work. The District retains the right to close down the vegetation management operations in inclement weather if damage to roads is deemed by the Project Manager to be too severe.
14. Maintenance of equipment may be conducted on-site only if used oil, hydraulic oil and all other disposable products are captured and properly contained, removed from the site, and properly disposed of. All product containers are to be removed from the project site, especially tubes from grease guns and oil/hydraulic fluid containers. Small oil leaks must be fixed. Petroleum-based fluid spills 5 (five) gallons or greater in a concentrated spot shall be reported to the District and cleaned up properly. Spills that are 25 gallons or greater must be reported to the Florida Department of Environmental Protection ("DEP") with a field inspection made by DEP, and the Contractor must handle such spills according to DEP instructions. Petroleum-based fluid spills smaller than 5 (five) gallons that occur from equipment must also be reported to the District, treated with appropriate absorbent and/or other neutralizing agent, and followed by removal and proper disposal of affected soils. Spills must not be buried with soil and/or sand and left untreated. Equipment that constantly leaks fluid and/or causes other problems on

site shall be shut down by a District representative and the contractor may be required to remove the problem equipment from the site.

15. The Contractor shall be responsible for seeing that the work area shall remain free from any litter such as oil cans, drums, paper, foam products and other refuse.
16. The Contractor shall provide at least one portable toilet for use by its employees and subcontractors and shall ensure that the portable toilet is serviced on a weekly or more frequent basis.
17. To minimize the possibility of transporting and spreading exotic plant species, equipment must be cleaned of all dirt and plant material prior to moving onto District land.
18. The hauling entry and exit point onto Highway 20 is specified herein. If vegetative material is being removed by trucks, the Contractor shall provide and maintain a minimum of two (2) signs stating: "Trucks Entering and Leaving Highway" (or similar acceptable language) and place the signs in appropriate locations.
19. Gopher tortoises are a protected species and may be present within the project areas and in other areas throughout the property. Work crews must prevent impacts to tortoises and their burrows by avoiding burrow aprons and tunnels and watching out for individual tortoises during all operations. Gopher tortoises shall not be injured, captured, moved or removed from District project areas.
20. Project progress shall be measured on a per-acre basis and invoices shall be approved only for work completed and measured by District staff using a GPS unit to determine and delineate acreage completed in accordance with the specifications contained herein. The Turnkey Vegetative Debris Management Cost Per Acre is inclusive of all costs affiliated with completing the work, including but not limited to employee pay, benefit costs, insurance, bonds, fuel, vehicles, transportation, mobilization and demobilization, equipment, communication equipment, GPS units, cameras, PPE, power tools, hand tools, and any other costs necessary for the contractor to meet project specifications. Any needed fireline preparation and rehabilitation and all planning, permitting, administrative, contract management, and invoicing costs are included.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all work and services provided to the District under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the District in reports, drawings, and in conjunction with all other services provided for under this Agreement.
- B. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor's negligent performance of any of the services furnished under this Agreement.

- C. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in work.
- D. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.
- E. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- F. As provided under s. 216.347, Florida Statutes, expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- G. The Vendor certifies that it and any of its affiliates are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Vendor is found to have submitted a false certification; or if the Vendor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for one million or more dollars, the Vendor certifies that it is also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in s. 287.135, F.S. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement at its sole option if the Vendor is found to have submitted a false certification; or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

SECTION 3 – TRUTH-IN-NEGOTIATIONS

The Contractor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within one (1) year following the end of this Agreement.

SECTION 4 – COMPENSATION

- A. Maximum compensation under this Agreement shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board.

- B. Payment for the “HURRICANE DEBRIS MANAGEMENT SERVICES – ECONFINA FIELD OFFICE PROJECT (“Project”)” will be subject to inspection and approval by the District’s Project Manager. The Project Manager, will determine, in his sole discretion, whether or not the Contractor has successfully completed the authorized work as outlined in this Agreement. Payment will not be made until the District receives written authorization to do so by the District Project Manager.
- C. The Contractor may submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of the Agreement to assure the availability of funding for final payment.
- D. The compensation amount (the “Compensation Amount”) will be determined on the basis of the per-acre price for each project phase set forth in Exhibit 1: CONTRACTOR’S BID for ITB **20B-004 - HURRICANE DEBRIS MANAGEMENT SERVICES – ECONFINA FIELD OFFICE**, attached hereto and made a part hereof. Any subcontractor fees and direct expenses (ODCs) required for completion of the Work should have been included in the Contractor’s bid price and will be the responsibility of the Contractor.
- E. Payment will be made upon inspection and approval of deliverables within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. Invoices shall include the Contractor name and address, date, time period covered by the invoice, District contract number, total payment requested, amount previously invoiced, and a signed certification by the Project Manager that work invoiced has been completed. Invoices shall not be submitted more frequently than monthly, or upon completion of a project phase, whichever is more frequent.
- F. An original invoice, including appropriate backup documentation, shall be submitted to both the District’s Project Manager at the contact information included in Section 8.B, and the District’s Accounting Department, at the contact information listed below. An original invoice may be submitted either electronically or in hard copy.

Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
AccountsPayable@nfwwater.com

SECTION 5 – PERFORMANCE BOND

Prior to commencing work, the Contractor shall provide a Performance Bond in an amount equal to twenty-five percent (25%) of the phases being scheduled in the Work Order, which shall be held by the District to insure contract compliance and to pay any damages sustained by the District due to the Contractor’s negligence or breach of contract; provided, however, that such Performance Bond shall not relieve Contractor from its obligation to indemnify as provided in Section 2D.

hereof. The Performance Bond shall be returned to the Contractor within thirty (30) days of successful completion of all terms and conditions of this Agreement.

SECTION 6 – TIME OF PERFORMANCE

- A. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Contract Completion Date shall survive termination or expiration of this Agreement.
- B. This Agreement is effective on the date of execution and shall remain in effect through September 30, 2020 beginning with the day after receipt of a Notice to Proceed (the “Term”). The District’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and/or approval of the District’s annual budget.
- C. The Contractor shall proceed with the work at such rate of progress to insure full completion within the Term. It is expressly understood and agreed by and between the Contractor and the District that the Term is a reasonable amount of time for the completion of the work hereunder, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

SECTION 7 – FORCE MAJEURE AND DELAYS

- A. Force Majeure. The Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a force majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A force majeure event is hereby defined as any one of the following circumstances beyond the control of Contractor: (a) war, (b) flood, (c) earthquake, (d) fire, (e) severe wind storm, (f) acts of public disturbance, (g) quarantine restrictions, (h) epidemics, (i) strikes, (i) freight embargoes, or (k) sabotage. The Term includes delays due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of a force majeure event.
- B. Delay. The Contractor shall not be compensated for delays caused by Contractor’s inefficiency, rework made necessary by Contractor’s error, failure to perform the work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the work. Within ten (10) business days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (i) a detailed description of the delay and its probable duration, (ii) the specified portion of the work affected, and (iii) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of a continuing delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District Contractor to complete its work in a timely manner, changes ordered in the work, a force majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Agreement may be extended as necessary

to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

SECTION 8 – APPROVALS AND NOTICES

A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in 8.B. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

B. The District's Site Manager for this Agreement is identified below:

Sean Creel, or successor
 Northwest Florida Water Management District
 6418 E. Hwy 20
 Youngstown, FL 32466
 Telephone No.: 850-722-9919 or 850-510-3348
 E-mail Address: Sean.Creel@nfwwater.com

The District's Project Manager for this Agreement is identified below:

Tyler Macmillan, or successor
 Northwest Florida Water Management District
 81 Water Management Drive
 Havana, FL 32333-4712
 Telephone No.: 850-539-5999 or 850-556-5799
 Fax No.: 850-539-2777
 E-mail Address: Tyler.Macmillan@nfwwater.com

The Contractor's Project Manager for this Agreement is identified below:

[Contractor's Project Manager's Name], or successor
 [Company Name]
 [Office or Program Name, if applicable]
 [Mailing Address]
 [City, State and Zip]
 Telephone No.: XXX-XXX-XXXX
 Fax No.: XXX-XXX-XXXX
 E-mail Address:

C. No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

D. The District and the Contractor may, by written order designated to be a Change Order, agree that additional work shall be undertaken within the general scope of this Agreement.

E. The District shall, at its sole discretion, determine whether the project has been satisfactorily completed.

- F. The Contractor agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from any act or failure to act by the Contractor, its agents or employees to the extent permitted by Florida law.
- G. The District may unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement.

SECTION 9 – INSURANCE

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than \$1,000,000 for each accident for Bodily Injury by Accident, \$1,000,000 policy limit and \$1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning work, and all such insurance policies shall provide for a ten (10) business day notice to the District of cancellation or any material change in the terms of the insurance policies.

SECTION 10 – SUBCONTRACTS

- A. The Contractor shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor's proposal for this Agreement are pre-approved for use under any Change Order or Purchase Order.
- B. When applicable the Contractor shall cause the names of subcontractor firms responsible for portions of the work to appear on such work.
- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all approved subcontracts within ten (10) days after the effective date thereof.
- D. The Contractor agrees to be responsible for the fulfillment of all work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 11 – TERMINATION OF AGREEMENT

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This Section 11 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.

- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed thirty (30) days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new tasks requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason terminate this Agreement at the District's convenience. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the work and procurement for all materials and services in connection with the performance of this Agreement.
- D. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination; provided, however, that the Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all work products completed or in progress at the date of termination.

SECTION 12 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- B. All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a “work made for hire” as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.
- C. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District's sole risk

and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. Consultant shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

SECTION 13 – RELEASE OF INFORMATION

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by the District, required by Florida Public Records law under Chapter 119, Florida Statutes, or required by court order. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Chapter 119, Florida Statutes.

SECTION 14 – CHOICE OF LAW/FORUM

- A. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.
- B. 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 15 – PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST

- A. 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 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.
- B. 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 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website.

Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.

SECTION 16 – AGENCY INSPECTORS GENERAL

The Contractor understands and shall comply with section 20.055(5), F.S., which states: It is the duty of every state officer, employee, agency, special district, board, commission, Contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section.

SECTION 17 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

- A. The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Contractor shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.
- B. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. and Contractor shall keep and maintain such records as required by Florida Public Records law.
- C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119, F.S. or as otherwise provided by law.
 - ii. Upon request from the District’s custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are

stored electronically must be provided to the District in a format that is compatible with current information systems.

- iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
 - iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.
- E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (850) 539-5999; BY EMAIL AT OMBUDSMAN@NFWATER.COM; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.**

SECTION 18 – FINANCIAL CONSEQUENCES AND REMEDIES

- A. Each Work Order issued will include a schedule for the assigned work. In accordance with s. 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance as follows:
 - i. If Contractor fails to complete the work hereunder within the Work Order schedule or extension of the Work Order schedule granted by the District in its sole discretion, but does complete the work within ten (10) calendar days after the scheduled completion date, the Work Order Amount shall be reduced by five percent (5%).
 - ii. If Contractor fails to complete the work hereunder within the Work Order schedule or extension of the Work Order schedule granted by the District in its sole discretion, but does complete the work within ten (20) calendar days after the scheduled completion date, the Work Order Amount shall be reduced by ten percent (10%).
- B. If the Contractor shall fail to complete the work hereunder within twenty (20) calendar days after the Work Order completion date, or extension of the Term granted by the District in its

sole discretion, then the Contractor shall be in default and shall forfeit the performance bond required in Section 5.

C. Cumulative Remedies. The rights and remedies of the District in this Section 18 are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 19 – EXECUTION OF COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SECTION 21 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This Agreement, including EXHIBIT 1: CONTRACTOR’S BID and EXHIBIT 2: MAPS submitted for ITB No. 20B-004, the District’s Invitation to Bid package, and supporting documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto.

IN WITNESS THEREOF, the District and the Contractor have executed this Agreement as of the last date below written.

<Insert Contractor Name>

**Northwest Florida Water
Management District**

By: _____

By: _____

Print Name: _____

Brett J. Cyphers
Executive Director

Print Title: _____

Date: _____

Date: _____

EXHIBIT 1

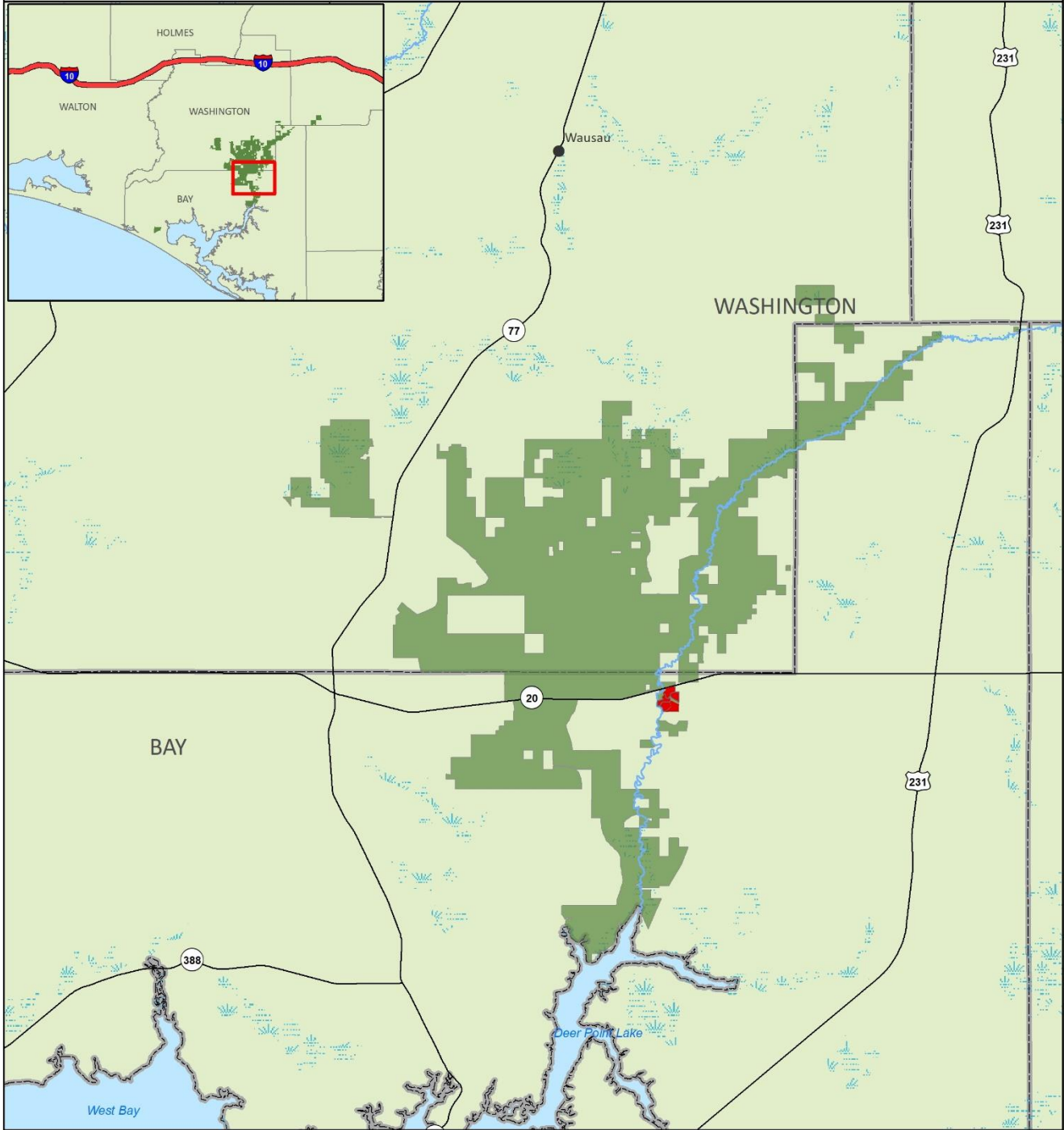
CONTRACTOR'S BID

(To be added after contract award)

EXHIBIT 2

MAPS

Exhibit Map A



General Location Map
Hurricane Debris Management Services - Econfina Field Office
Econfina Creek Water Management Area
Bay County, Florida
154 Acres

-  Stands
-  District Lands

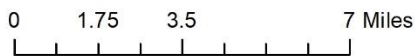
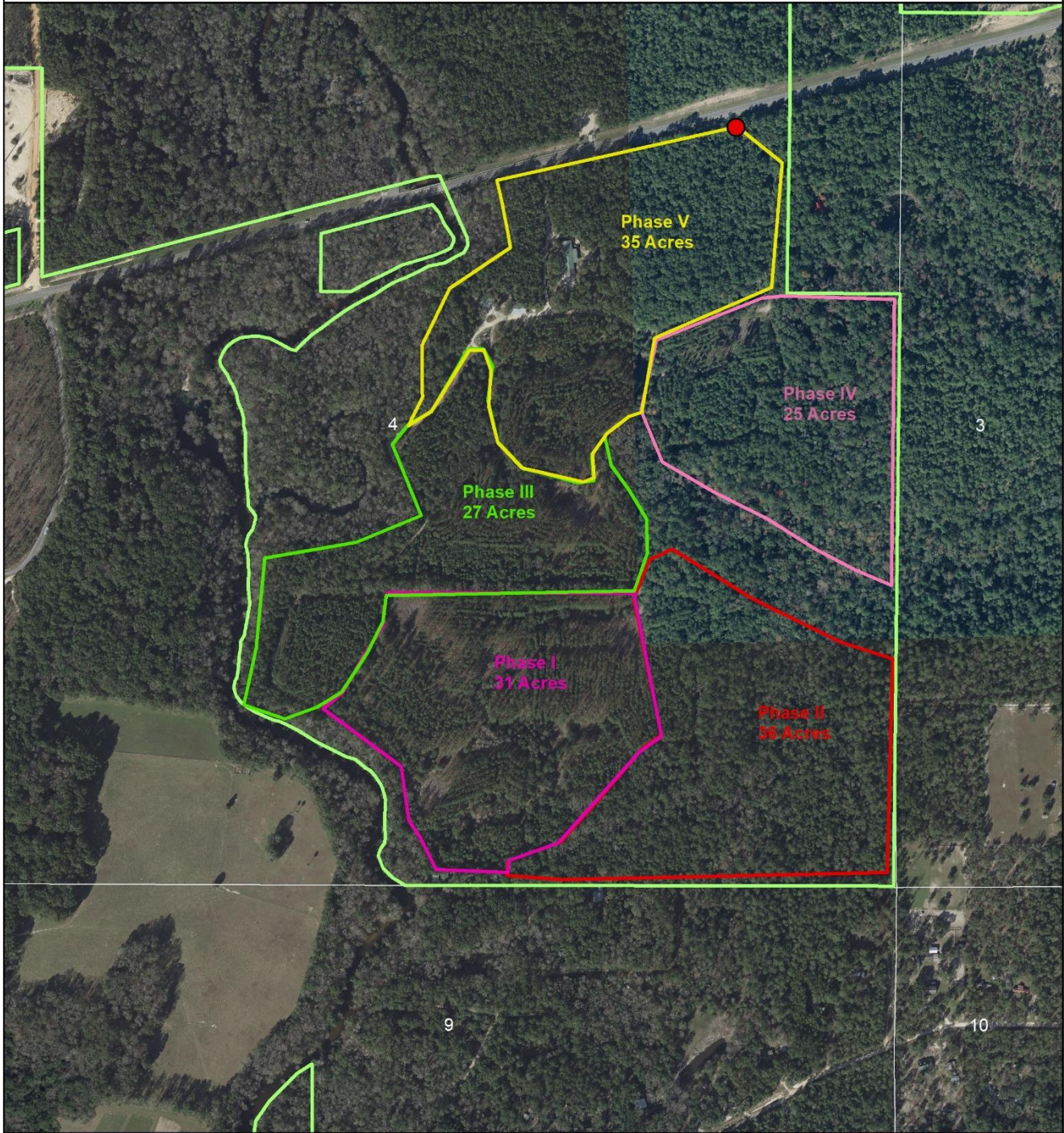


Exhibit Map 1



Hurricane Debris Management Services - Econfina Field Office
Econfina Creek Water Management Area
Section 4, Township 1S, Range 13W
Bay County, Florida
154 Acres

- Contractor Entry/Exit Gate
- District Lands

