

**INVITATION TO BID
2021 SAND PINE ERADICATION SERVICES
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(BID NUMBER 21B-003)**

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, FL 32333, is soliciting bids for **2021 Sand Pine Eradication Services** on approximately 1,009 acres in Bay, Jackson and Washington Counties, Florida. This work entails the use of hand crews utilizing grass trimmers with blades, chainsaws, machetes, bush hooks, or similar cutting devices. Wheeled or tracked equipment shall not be used to conduct the specified sand pine eradication operations.

The deadline for submission of bids is 2:00 P.M. Eastern Time (ET), May 10, 2021. The opening of the sealed bids will be livestreamed and can be viewed by clicking on the following link: <https://www.nwfwater.com/Contact-Us/Meetings>. Attendance is unnecessary. However, if requested, provisions will be made to accommodate the handicapped 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.nwfwater.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_main menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). A copy of the complete ITB package can also be obtained at the above address or by calling (850) 539-5999.

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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 **“2021 SAND PINE ERADICATION SERVICES”**.

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),
MAY 10, 2021, THE DAY OF THE PUBLIC OPENING.**

The opening of the sealed bids will be livestreamed and can be viewed by clicking on the following link: <https://www.nwfwater.com/Contact-Us/Meetings>.

1.4 INVITATION TO BID

The District solicits bids for the services of responsible bidders to perform 2021 Sand Pine Eradication Services on approximately 1,009 acres in Bay, Jackson and Washington Counties.

1.5 AWARDING OF BIDS

The District anticipates entering into an agreement with or issuing a purchase order to the respondent who submits the bid judged by the District to be the most advantageous. The District reserves the right to award to the next lowest respondent 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 respondent submitting the lowest responsive price, 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 an 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 bid. All bids must comply with applicable Florida Statutes, laws, and rules.

1.9 ORAL PRESENTATIONS

There will not be oral presentations for this solicitation.

1.10 INQUIRIES

All questions regarding this ITB shall be provided to the Procurement Officer, Tyler Macmillan at Tyler.Macmillan@nwfwater.com by no later than 10:00 a.m. Eastern Time (ET) on Monday, April 26, 2021. Inquiries shall reference the date of the ITB opening and ITB title and number.

The District will post addenda 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.

1.11 TIMETABLE

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

- A.** On April 14, 2021, the District issues the Invitation to Bid.
- B.** From April 14, 2021 until 10:00 a.m. Eastern Time (ET) on April 26, 2021, the District will receive written inquiries on the ITB (received by email).
- C.** If substantive questions are received, the District will issue an Addendum at least ten (10) calendar days prior to the bid opening date.
- D.** Bid Opening Deadline: The sealed bids will be opened at 2:00 P.M. Eastern Time (ET), May 10, 2021*. Bids received after the opening deadline will not be considered.
- E.** From opening time, the District will review and evaluate the bids on a timely basis.
- F.** The District may enter into a contract(s) with the qualified respondent(s) submitting the highest responsive bid(s) after conducting negotiations and obtaining appropriate approvals.

*Denotes a public meeting.

1.12 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.

1.13 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. Bids not submitted to this address do not constitute "delivery" and are not considered "received"

by” the District as required by this ITB. Submittal of bids other than in person, by mail, or courier such as UPS etc. shall not be accepted.

Respondents shall submit one printed copy 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 21B-003, 2021 SAND PINE ERADICATION SERVICES TO BE OPENED, MAY 10, 2021 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 opening deadline will not be considered. **Bids received by the opening deadline but not properly sealed and labeled shall not be considered.**

Respondents who utilize courier service packing and shipping materials shall place the bid 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.** Telephone confirmation of timely receipt of the proposal may be made by calling (850) 539-5999 and asking for the Agency Clerk before the proposal opening time.

Submittal of bids other than in person, by mail, or courier such as UPS etc. shall not be accepted.

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 **Respondent Bid Format** form, **Bid Sheet and Bidder Acknowledgement** form, and **shall also include the Respondent Information** form (see PART 5 of this ITB). All blank spaces for 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 **Respondent Bid Format** form, **Bid Sheet and Bidder Acknowledgement** form, and **Respondent Information** form 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 opening, whichever is earlier.

1.14 BID BOND

In addition to the bid, bidders must submit a bid bond in the amount of five percent (5%) of the total bid amount for the "2021 Sand Pine Eradication Services" bid. Bidders may submit either: 1) a Cashier's check or money order made payable to: "Northwest Florida Water Management District"; or 2) a surety bid bond. A Cashier's check or money order received from the selected bidder shall be converted to a performance bond and will be subject to provisions contained within the agreement. The bid bond may be returned to the unsuccessful bidders following the bid opening or after the award of the contract by the Northwest Florida Water Management District to the successful bidder. All checks must be made out to the "Northwest Florida Water Management District or <insert your company name here>". This type of check must include **both** the name of the District **and** the name of the company, **separated by the word "or"**.

Attorneys-in-fact who sign surety bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney. **IMPORTANT** - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended, see https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm) and be authorized to transact business in the state where the project is located.

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 respondents 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 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, or the District, 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.

1.27 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to purchase eradication services at the terms and conditions contained herein. Non-District purchases are independent of the agreement between District and Contractor, and the District shall not be a party to any transaction between the Contractor and any other purchaser.

PART 2

SCOPE

The District has identified 1,009 acres of sand pine to be removed for the purpose of developing a more open longleaf pine/wiregrass community. As part of the District's program to restore natural communities, offsite pine species must be managed and removed from upland areas that are being restored to longleaf pine and wiregrass. The offsite pine competes with the longleaf pine for nutrients and sunlight. Allowing these trees to remain on site will cause adverse competition for the longleaf pine trees and understory vegetation and would adversely impact the District's efforts to restore this natural community.

Please see the attached draft *"2021 Sand Pine Eradication Services Agreement"* for the complete Scope of Services, including all required operations, stand locations, specifications, schedules, instructions, and terms and conditions.

Photographs of Existing Condition

Representative photographs of existing conditions for these stands are available on the District's website at www.nwfwater.com or upon request by contacting Tyler Macmillan at (850) 539-5999 or via e-mail Tyler.Macmillan@nwfwater.com.

PART 3

BID REQUIREMENTS

3.1 RULES FOR THE BIDS

- A. All bids must comply with applicable Florida Statutes, laws, and rules.
- B. **One printed copy of the bid must be submitted in a properly marked envelope or box in person, by mail, or commercial courier.** See PART 1, *Section 1.13 Submission and Withdrawal* of this ITB for further details.
- C. All bids shall be completed and submitted on the attached **Respondent Bid Format** form, **Bid Sheet and Bidder Acknowledgement** form, and shall also include the **Respondent Information** form (PART 5).
- D. The award hereunder is subject to Chapter 112, Florida Statutes. All respondents 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 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.

3.2 BID BOND

In addition to the bid, bidders must submit a Bid or Surety bond in the amount of five percent (5%) of the total bid amount for the 2021 Sand Pine Eradication Services in accordance with Section 1.14.

3.3 VENDOR REGISTRATION AND W-9 FORMS

The selected Vendor will be required to complete a Vendor Registration Form and W-9 Form upon receipt of a request by the District Project Manager.

3.4 VENDOR CHECKLIST

Please review the checklist for this bid (ITB No. 21B-003) to ensure that you have properly followed the instructions. Many bids 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 **Respondent Bid Format** form, **Bid Sheet and Bidder Acknowledgement** form, and the **Respondent Information** form (**pages 16 through 20**)? 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 selected the method of shipping (in person, by mail, or commercial courier) that will ensure that your bid will arrive before the deadline?
 - ☐ Is your envelope properly marked and is there one printed copy of the bid included? See *Section 1.13 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 lump sum amount bid submitted by the respondent considered qualified by the District. The District anticipates awarding the contract to the respondent that meets the following criteria:

- A. Respondent submits a qualified responsive bid judged by the District to be the lowest lump sum amount bid as entered on the **Bid Sheet and Bidder Acknowledgement** form, Pages 18 - 19.
- B. 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

5.1 RESPONDENT BID FORMAT

a) Business Name and Address:

Business Name	
Street Address	
City, State, Zip Code	

b) Years in Business: _____

c) Years of Experience conducting pine/hardwood tree eradication services for habitat restoration and/or timber stand improvement purposes: _____

d) List of subcontractors, if any, that may be used to perform pine tree eradication services:

Name	Address	Type of Firm

e) List of specific and recent pine/hardwood tree eradication projects your company and/or your subcontractors completed within the past 12 months:

Date (Month/Year)	Location (County/State)	Number of Acres	For Whom

f) List of pertinent references*, including names, addresses and telephone numbers:

Name	Address	Phone Number

*All references must be verified. It is the responsibility of the bidder to ensure that all submitted references are verified. If the reference does not return the District's phone call within seventy-two (72) hours (exclusive of weekends and state holidays) of the time of the District's phone call, the reference will be deemed unverified. References must be current or former clients of the bidding firm; the District will not accept sub-contractor/proposed personnel or personal references of a member of the bidding firm as a substitute for bidder references. Past performance with the District will constitute a reference whether listed or not and will be used by the District to determine the bidder's ability to perform services similar to those described in this Invitation to Bid in a satisfactory manner.

5.2 BID SHEET AND BIDDER ACKNOWLEDGEMENT

**BID NUMBER 21B-003
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2021 SAND PINE ERADICATION SERVICES**

County	Stand #	Section	Township	Range	Acres	Bid/Acre	Total Bid
Jackson	1	9	2N	11W	149	\$	\$
Washington	2	18	1N	13W	31	\$	\$
Bay	3	5 & 6	1S	13W	325	\$	\$
Bay	4	6 & 7 1 & 12	1S 1S	13W 14W	504	\$	\$
GRAND TOTAL (ALL SERVICES)							\$

Grand Total Lump Sum Bid Amount for Sand Pine Tree Eradication Services on 1,009 Acres: \$_____

Company Name

The Bidder must include with their bid a **5%** bid bond/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

I, the undersigned, having read all parts of this Invitation to Bid, ITB No. 21B-003, titled "**2021 SAND PINE ERADICATION SERVICES**" 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. 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 Signature

Date

5.2 BID SHEET AND BIDDER ACKNOWLEDGEMENT (continued)

Bidder Name (Print or Type)

Company Name

Bidder Title

Address

Area Code Telephone Number

City State Zip

Area Code Fax Number

E-mail address

Federal Employers Identification (FEID#) (Use SS # if no FEID #)

(The area below this line is to be completed by NFWMD 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

5.3 RESPONDENT INFORMATION FORM

1. Respondent Information	
Respondent Firm Name:	
Is this firm a certified minority business enterprise? If yes, please provide documentation.	Circle One: Yes No
Is this firm a certified veteran's business enterprise in compliance with s. 295.187(4), F.S.? If yes, please provide documentation.	Circle One: Yes No
Has this firm implemented a Drug-Free Workplace program in compliance with s. 287.087, F.S.? If yes, please provide documentation.	Circle One: Yes No
2. Respondent's Statement of Qualification	
<p>I understand that the above information is required to submit a bid in response to ITB No. 21B-003. By signing this form, I acknowledge that all information is accurate and correct to the best of my knowledge.</p>	
_____	_____
Person Completing Form (print name)	Signature

PART 6

DRAFT AGREEMENT

Please see the attached Draft Agreement. This Agreement is subject to change subsequent to legal and administrative review.

Agreement for 2021 Sand Pine Eradication Services

Between

Northwest Florida Water Management District

And

Contractor

(NFWWMD Contract Number 21-0XX)

This Agreement (the "Agreement") is by and between the Northwest Florida Water Management District (hereinafter, the District) and [REDACTED] (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 (the "Work") shall be provided in accordance with the Contractor's bid response submitted under Invitation to Bid (ITB) 21B-003 entitled **2021 Sand Pine Eradication Services** set forth in EXHIBIT 1 attached hereto and incorporated herein by reference.
2. The contract documents ("Contract Documents") which make up this Agreement consist of: (i) this Agreement document, (ii) Invitation to Bid (ITB) 21B-003, (iii) Contractor's bid response, (iv) technical specifications, (v) all addenda issued prior to the execution of this Agreement, (vi) the proposal submitted by the Contractor, and (vii) all modifications issued subsequent thereto. The Contract Documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.
3. Prior to the Contractor's commencement of Work, a performance bond will be required for the Work in accordance with the specifications contained in SECTION 5.
4. Prior to the Contractor's commencement of Work, the District shall provide and transmit to the Contractor an approved Notice to Proceed. The Contractor shall commence Work within ten (10) days of issuance of a Notice to Proceed by the District.
5. All Work shall be performed in accordance with the specifications and requirements contained in the Scope of Work section below.

B. Background

The Contractor shall conduct Sand Pine Eradication Services on approximately 1,009 acres in Bay, Jackson and Washington Counties, Florida. This work entails the use of hand crews utilizing grass trimmers with blades, chainsaws, machetes, bush hooks, or similar cutting devices. Wheeled or tracked equipment shall not be used to conduct the specified sand pine eradication operations.

C. Scope of Work

Eradication work will consist of 1,009 acres of sand pine to be cut down for the purpose of developing a more open longleaf pine/wiregrass community. Individual eradication stand location and acreage information to conduct the required services, as described below.

1. Sand Pine Tree Eradication Treatment Locations and Acreages

The sand pine tree eradication treatment stand locations and acreages are listed below. All sand pine tree eradication stands are in Bay, Jackson and Washington Counties and are delineated on the attached Exhibit Map A and Exhibit Maps 1 through 4.

County	Stand #	Section	Township	Range	Acre	Approx. Stems Per Acre (average)
Jackson	1	9	2N	11W	149	164
Washington	2	18	1N	13W	31	1,080
Bay	3	5 & 6	1S	13W	325	1,045
Bay	4	6 & 7	1S	13W	504	676
		1 & 12	1S	14W		
PINE TREE ERADICATION TREATMENT ACREAGE					1,009	

2. Treatment Activity

The sand pine eradication treatment activity specifications are listed below. Stands 1 through 4 require eradication of all sand pine seedlings, saplings and trees

County	Stand #	Acres	Approx. Stems Per Acre (Average)	Treatment Activity Summary**
Jackson	1	149	164	Cut Down All Sand Pine in accordance with Technical Specifications.
Washington	2	31	1,080	Cut Down All Sand Pine in accordance with Technical Specifications.
Bay	3	325	1,045	Cut Down All Sand Pine in accordance with Technical Specifications.
Bay	4	504	676	Cut Down All Sand Pine in accordance with Technical Specifications.

***All work shall be performed in accordance with Section 1, C.2.E. - Technical Specifications.*

D. Contract/Project Schedule

Sand Pine tree eradication services shall begin upon contract execution and extend through September 30, 2021. The granting of any extensions of time shall be at the sole discretion of the District. Any requests for an extension must be made by the Contractor in writing.

The District and the Contractor agrees that the Contractor may extend the pricing and terms and conditions of the contract to other governmental agencies or government entities at the discretion of the Contractor in accordance with Section 287.057, Florida Statutes.

E. Technical Specifications

The sand pine tree eradication operations will utilize the following implements: grass trimmers with blades, brush cutters, clearing saws, chainsaws, machetes, bush hooks, or similar cutting devices. Wheeled or tracked equipment shall **not** be used to conduct the specified sand pine tree eradication services operations.

1. Minimum Sand Pine Tree Eradication Specifications (Stands 1 through 4)

Contractor shall cut all pine saplings to the following specifications:

- a. **Stand 1 Through 4**– Cut all sand pine seedlings, saplings and trees.
- b. All specified pine trees in Stands 1 through 4 shall be severed **completely through the stem** (felled or cut) below the first live limb on each stem in a

manner to cause mortality to the tree. **All stems with green branches containing needles shall be severed from the residual stump.**

- c. Within Stands 1 through 4, all sand pine seedlings, saplings and trees shall be severed (felled or cut) in such a manner as to not directly land upon or bend over or otherwise damage longleaf pine seedlings or saplings within each treatment site.

2. Additional Specifications – All Stands

- a. Contractor will be assessed a penalty of \$25.00 per tree for any **longleaf pine** seedling, sapling or tree that is damaged or destroyed during the sand pine tree eradication activities. Contractor shall immediately notify the District's Project Manager or his authorized representative upon discovering that a longleaf pine seedling, sapling or tree has been damaged or destroyed by the Contractor's sand pine tree eradication activities. Penalty assessments will be subject to the discretion of the District's Project Manager or his authorized representative.
- b. The District's Project Manager or his authorized representative may, at their discretion, waive accidental damage to a small number of damaged and/or destroyed longleaf pine seedlings, saplings or trees.
- c. All specified seedlings, saplings and trees shall be severed (felled or cut) **away** from all public and land management access roads, established (marked) hiking and equestrian trails, exterior boundary lines, fire lines, and pipeline or power line rights-of-way, or moved off of these features after felling. The District's Project Manager or his authorized representative may require the Contractor to move any trees, seedlings, or saplings felled in a manner inconsistent with this provision.
- d. All stumps must be no higher than 6" from ground surface.
- e. All felled trees must be left in direct contact with the ground. Felled trees may not be left leaning against trunks or branches of remaining trees. Felled trees shall not directly land upon or bend over or otherwise damage longleaf pine seedlings or saplings.

- f. The contractor will supply all labor, materials, equipment, transportation, fuel, personal protective equipment, and other items necessary to conduct the specified sand pine tree eradication activities.
- g. All empty fuel, oil and lubricant containers must be lawfully removed from the site. Trash or other debris resulting from the Contractor's operations must be removed daily.
- h. Dead hardwood trees and dead pine trees that occur within the treatment areas shall not be felled or cut.

SECTION 2. RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work 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 Work 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 Work 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 federal/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 Contractor 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, Florida Statutes, the District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor 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 Contractor 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, Florida Statutes Pursuant to s. 287.135, Florida Statutes, the District may immediately terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor 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), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

SECTION 3. TRUTH-IN-NEGOTIATIONS

The Contractor certifies that wage and equipment rates and other factual unit costs supporting the Contract Rates are accurate, complete, and current at the time of contracting. The Contract Rates and any additions thereto will be adjusted to exclude any significant sums by which the District determines the Contract Rates was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Contract Rates 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. 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. Payment for the Work will be subject to inspection and approval by the District's Project Manager or District's Designee. The Project Manager or District's Designee, will determine, in his/her 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 or District's Designee.

- D. The Contractor may submit invoices for completed Work but no more frequently than monthly. 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.
- E. Any subcontractor fees and direct expenses required for completion of the Work should have been included in the Contract and will be the responsibility of the Contractor.
- F. 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. Invoices shall include the Contractor name and address, date, time period covered by the invoice, the Contract Number of this Agreement for the Work being invoiced, total payment requested, amount previously invoiced, and a signed certification by the Project Manager that Work invoiced has been completed.
- G. The Contractor agrees to participate in electronic funds transfer payments from the District.
- H. 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, and the District's Accounting Bureau, at the contact information listed below. An original invoice may be submitted either electronically or in hard copy. Northwest Florida Water Management District

Attn: Accounting Bureau
81 Water Management Drive
Havana, FL 32333
AccountsPayable@nwfwater.com
- I. Payments for the 2021 Sand Pine Eradication Services for pine tree eradication will be subject to verification plots.

Payments for each specific sand pine tree eradication treatment location (stand) that does not meet the approval of the District's Project Manager or his authorized representative will be withheld until the Contractor brings each specific sand pine tree eradication location (stand) into compliance.

Payment for sand pine tree eradication services will be subject to inspection and approval by the District's Chief, Bureau of Land Management Operations, who will be the project manager, or his designee(s). One or both of the District representatives responsible for each stand will determine in their sole discretion whether or not the Contractor has successfully completed all phases of the sand pine tree eradication services assignment, and payment will

not be made to the Contractor until the District receives written authorization to do so by one or both of these District representatives.

SECTION 5. PERFORMANCE BOND

Prior to commencing Work, the Contractor shall provide a Performance Bond in an amount equal to five percent (5%) of the Contract Price, 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 1.D. 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 Project Schedule (0.) shall survive termination or expiration of this Agreement.
- B. This Agreement is effective on the last date of execution by a party and shall remain in effect through the end of the Project Schedule.
- C. The Contractor shall proceed with the Work at such rate of progress to ensure full completion within the Project Schedule. It is expressly understood and agreed by and between the Contractor and the District that the Project Schedule is a reasonable amount of time in which to complete the Work, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- D. If the Contractor shall fail to complete Work within the Project Schedule, or extension of time granted by the District, then the Contractor shall be in default after the time stipulated in this Agreement and may forfeit the Performance Bond(s) required in SECTION 5.
- E. Project Schedule means the period that this Agreement remains in effect, specifically from ***date of execution through September 30, 2021.***

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 occurring after the date of this Agreement 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, (j) freight embargoes, or (k) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions, which are not and shall not be deemed *force majeure* events. The District is not obligated to grant an extension of time due to adverse weather conditions unless the District determines in its sole discretion that 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) days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (a) a detailed description of the delay and its probable duration, (b) the specified portion of the Work affected, and (c) the Contractor's 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 (1) 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 this 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 below. 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.

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

Eric Toole, or designated successor

Northwest Florida Water Management District 6418 E. Hwy 20

Youngstown, FL 32466

Telephone No.: (850) 722-9919

E-mail Address: Eric.Toole@nwfwater.com

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

Tyler Macmillan, or designated successor

Northwest Florida Water Management District

81 Water Management Drive

Havana, FL 32333-4712

Phone.: (850) 539-5999

E-mail Address: Tyler.Mamillan@nwfwater.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]

Phone: (XXX) XXX-XXXX

E-mail Address:

- B. No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.
- C. The District and the Contractor may, by written order designated to be a Change Order Amendment, agree that additional Work shall be undertaken within the general scope of this Agreement.
- D. The District shall, in its sole discretion, determine whether the Work has been satisfactorily completed.
- E. 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, listing the District as a certificate holder, 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 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 this Agreement and any Change Order Amendment.
- B.** When applicable, the Contractor shall cause the names of subcontractor firms responsible for portions of the Work to appear on invoices for 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. Once approval has been given, the Contractor agrees to provide the District with an executed copy of all 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 shall 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, where applicable.
- 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 Work 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

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 the state or federal courts sitting in Leon County, Florida.

SECTION 15. PUBLIC ENTITY CRIME/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 same stipulation applies for a person, entity, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, except that the prohibitions specified apply to amounts that exceed \$35,000 for a period of 36 months from the date of being placed on the convicted vendor list. The Florida Department of Management Services maintains these lists and posts the lists 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), 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.

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.
- B.** Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), Florida Statutes 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), Florida Statutes, [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:
 - 1.** 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, Florida Statutes or as otherwise provided by law.
 - 2.** 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, Florida Statutes, 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.

3. 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.
4. 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, 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@NFWWATER.COM; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.

SECTION 18. FINANCIAL CONSEQUENCES AND REMEDIES

- A.** In accordance with Section 287.058(1)(h), Florida Statute, the District will apply financial consequences for nonperformance as follows:
1. If Contractor fails to complete the Work hereunder within the agreement schedule or extension of the agreement schedule granted by the District, in its sole discretion, but does complete the Work within **thirty (30)** days after the scheduled completion date, the agreement amount shall be reduced by **two percent (2%)**.
 2. If Contractor fails to complete the Work hereunder within the agreement schedule or extension of the agreement schedule granted by the District in its sole discretion, but does complete the Work after **thirty (30)** days but within **sixty (60)** days after the scheduled completion date, the agreement amount shall be reduced by **five percent (5%)**.

- B.** If the Contractor shall fail to complete the work hereunder after **sixty (60)** days after the agreement schedule, or extension of the agreement schedule 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 20. AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This Agreement, including documents identified in SECTION 1.A.2., and supporting documents, all of which are 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 will be inserted here)

DRAFT

EXHIBIT MAPS

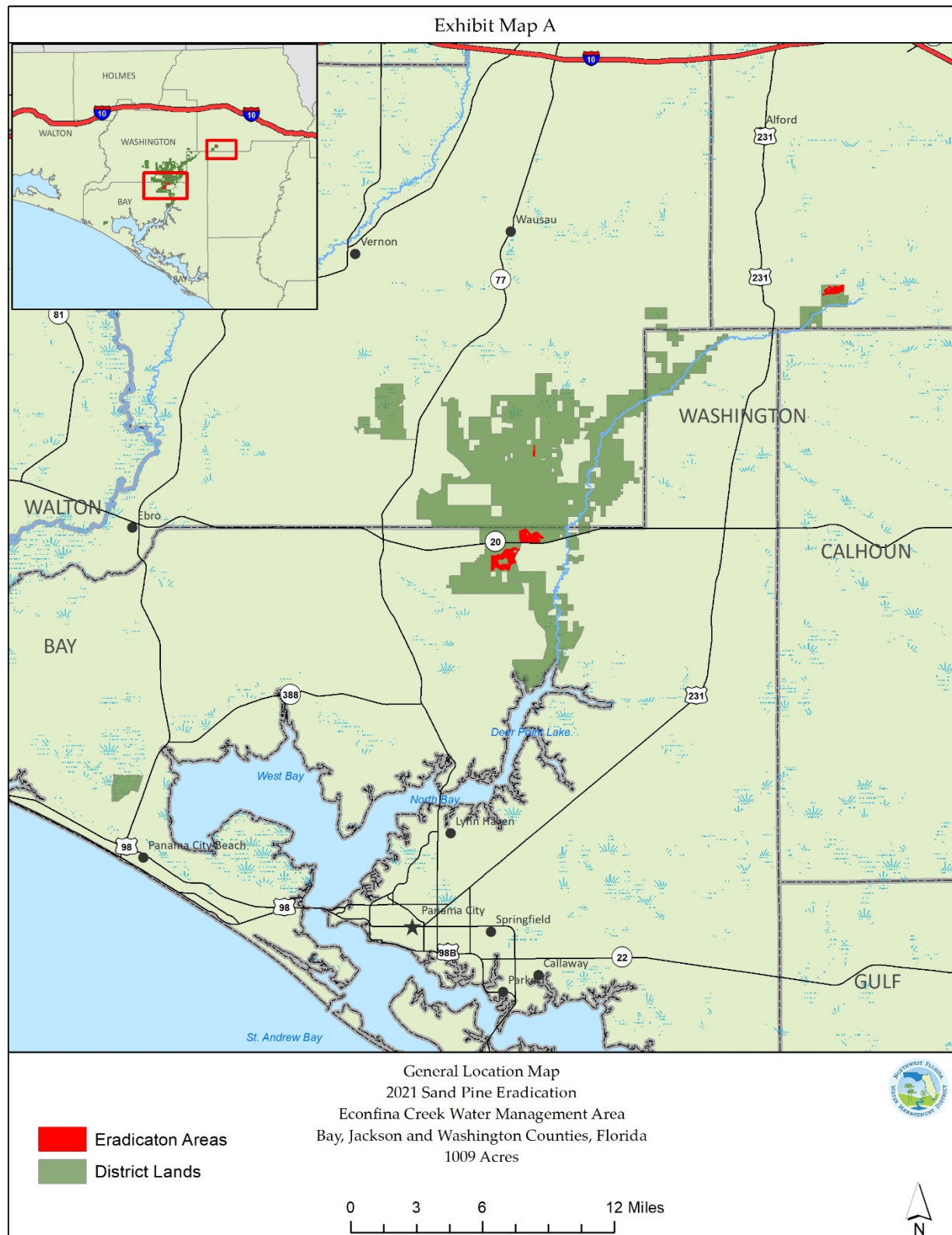


Exhibit Map 1

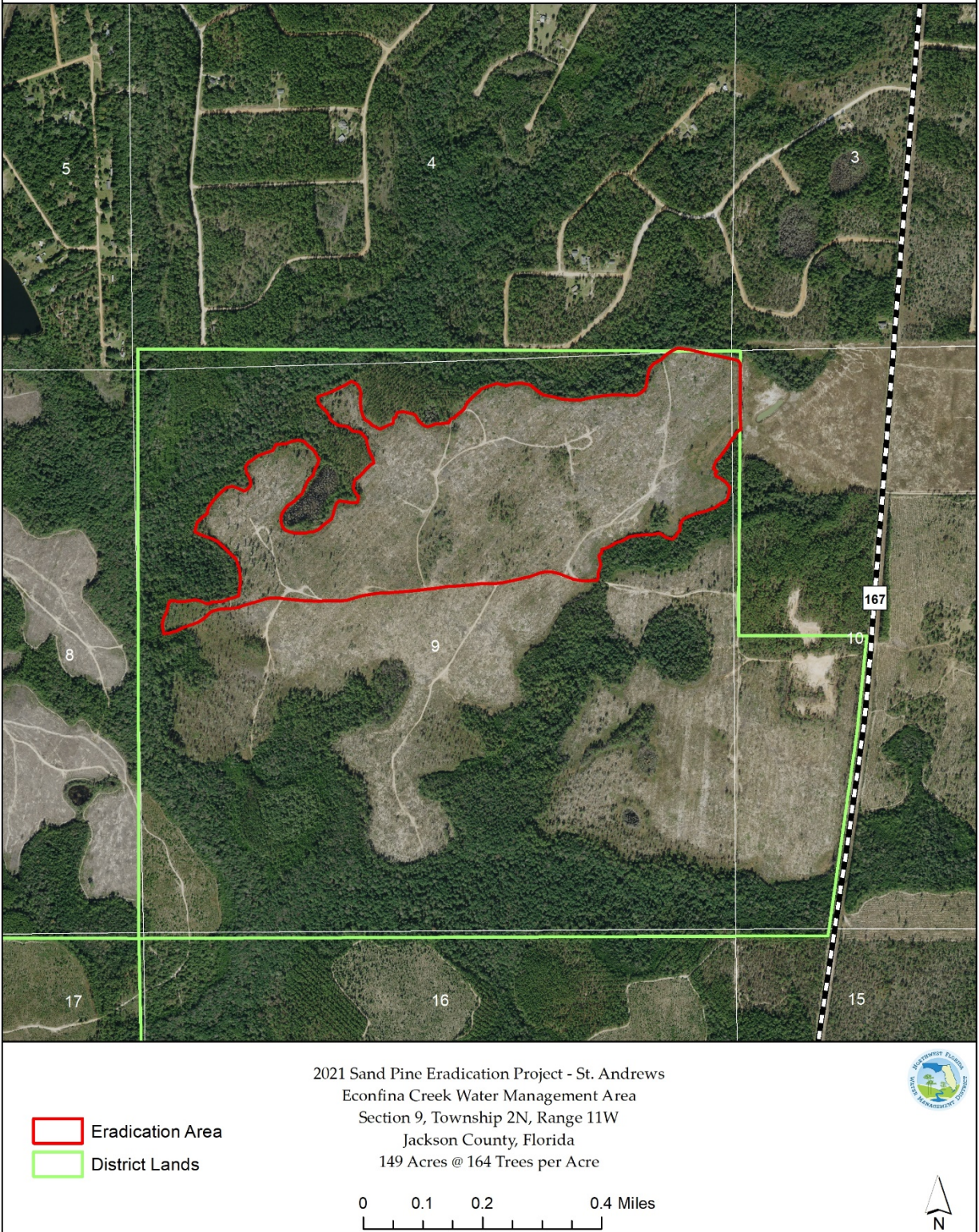


Exhibit Map 2

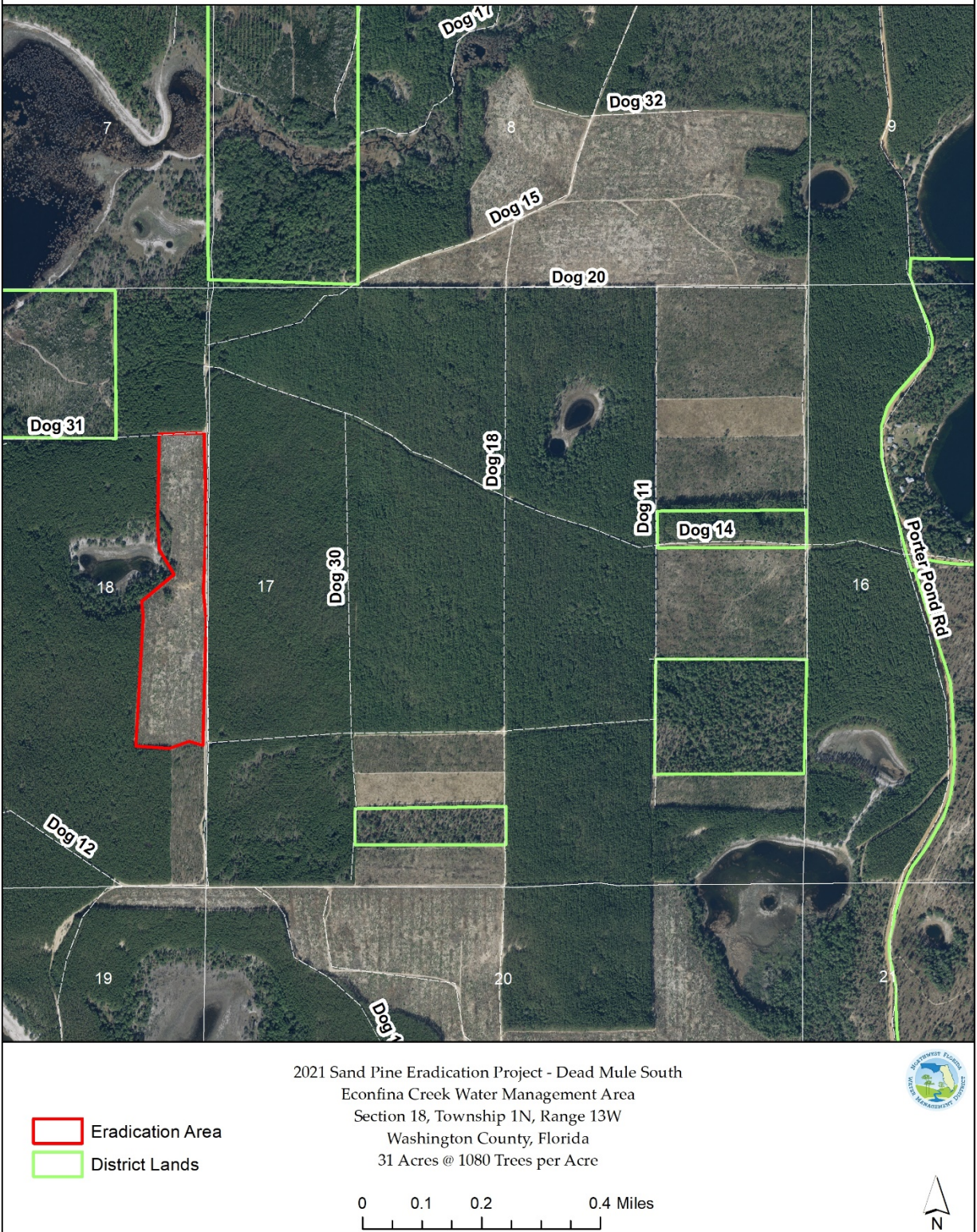


Exhibit Map 3



Exhibit Map 4

