

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

INVITATION TO BID 21B-009

PURCHASE AND HARVEST OF SAW PALMETTO BERRIES ON DISTRICT LANDS

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, FL 32333, is soliciting bids from anyone interested in purchasing and harvesting, on a per pound price, saw palmetto berries located on property owned by Northwest Florida Water Management District in Bay County. The specifications and conditions are contained in the Scope (Part 2) of this ITB. There will be a **mandatory pre-bid meeting** at the Econfina Field Office on **Tuesday, July 20, 2021, 10:00 A.M. Eastern Time (ET)**. The Econfina Field Office is located at 6418 E. Highway 20, Youngstown, Florida 32466. **Prospective respondents to the ITB must attend the mandatory pre-bid meeting to be considered.** The purpose of the meeting is to gather any technical or administrative questions regarding this bid package and provide a general overview of the saw palmetto berry site locations.

The deadline for submission of bids is 2:00 P.M. Eastern Time (ET), August 9, 2021. The opening of the sealed bids can be viewed by clicking on the following link: <https://www.nfwwater.com/Contact-Us/Meetings> 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>) or from the State of Florida's Vendor Bid System website at: 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 “**PURCHASE AND HARVEST OF SAW PALMETTO BERRIES ON DISTRICT LANDS**”.

1.3 ISSUING OFFICE, DATE AND LOCATION OF PUBLIC OPENING

Northwest Florida Water Management District (Headquarters)
81 Water Management Drive
Havana, Florida 32333-4712

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:00 P.M. EASTERN TIME (ET),
AUGUST 9, 2021, THE DAY OF THE PUBLIC OPENING.**

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

1.4 INVITATION TO BID

The District solicits bids from anyone interested in purchasing and harvesting, on a per pound price, saw palmetto berries on land owned by Northwest Florida Water Management District in Bay County.

1.5 AWARDING OF BIDS

The District anticipates entering into agreement(s) with the respondent(s) who submit the bid(s) judged by the District to be the highest for the purchase and harvest of saw palmetto berries, on a per pound price, on District lands. The District reserves the right to award to the next highest respondent for the purchase and harvest, on a per pound price, of saw palmetto berries in the event the successful respondent(s) 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 highest 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, Frank Powell at Frank.Powell@nfwwater.com by no later than 1:00 p.m. Eastern Time (ET) on July 22, 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 1.14 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 July 9, 2021, the District issues the Invitation to Bid.
- B. From the time of issuance on July 9, 2021, until 1:00 P.M. Eastern Time (ET) on July 22, 2021, the District will receive written inquiries on the ITB (received by email).
- C. If substantive questions are received, District will issue an Addendum at least ten (10) calendar days prior to bid opening.
- D. On Tuesday, July 20, 2021, 10:00 a.m. Eastern Time (ET) a **mandatory** pre-bid meeting will be held at the Econfina Field Office for this ITB.
- E. Bid Opening Deadline: The sealed bids will be opened at 2:00 P.M. Eastern Time (ET), August 9, 2021*. Bids received after the 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(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 is 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-009, PURCHASE OF SAW PALMETTO BERRIES ON DISTRICT LANDS TO BE OPENED, AUGUST 9, 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.** If a respondent chooses to hand deliver a sealed bid in person during regular business hours of 8:00 a.m. (ET) to 5:00 p.m. (ET), a receptionist will be available to receive the respondent's bid.

Telephone confirmation of timely receipt of the bid 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 **Bid Sheet, Bidder Acknowledgement and Bidder Information** (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 **Bid Sheet, Bidder Acknowledgement and Bidder Information** 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 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.

1.15 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.

1.16 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.

1.17 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.

1.18 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.

1.19 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."

1.20 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.

1.21 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 respondent'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.

1.22 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.

1.23 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.**

1.24 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.

1.25 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.

1.26 MANDATORY PRE-BID MEETING

There will be a **mandatory pre-bid meeting** at the Econfina Field Office on **Tuesday, July 20, 2021, 10:00 A.M. Eastern Time (ET)**. The Econfina Field Office is located at 6418 E. Highway 20, Youngstown, Florida 32466. **Prospective respondents to the ITB must attend the mandatory pre-bid meeting to be considered.** The purpose of the meeting is to gather any technical or administrative questions regarding this bid package and provide a general overview of the location of the berry sites.

1.27 PERFORMANCE BOND

A Performance Bond in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) or a Line of Credit Letter will be required of the successful bidder(s) upon the award of the contract(s). The Performance Bond shall be refunded to the Contractor(s) at the termination of the contract(s) provided all terms of the contract(s) have been fulfilled. In the event the Contractor(s) does not fulfill the terms of the contract, the Performance Bond is non-refundable.

PART 2

SCOPE

Northwest Florida Water Management District (District) is soliciting bids for the purchase and harvest of saw palmetto berries from ten (10) units in the Econfina Creek Water Management Area (WMA) totaling 4,617 acres in Bay County (see attached map). Respondents are required to provide a per pound price for each unit for the purchase and harvest of saw palmetto berries.

The District anticipates entering into a non-renewable agreement(s) beginning mid-August going through September 30, 2021. The Contractor will be allowed to harvest saw palmetto berries Monday through Friday only from mid-August to September 30, 2021, starting at 7:30 a.m. Central Time (CT) and will meet at the designated access point (as determined by the District) for each site by 4:00 p.m. CT for weighing the berries at the end of each business day. The berries will be weighed by a District employee and verified by the Contractor. The Contractor will leave the site following the weighing of berries and not return until the next morning.

District tickets will be used to monitor and track loads and to ensure correct payment. District staff will establish one point of access for each site. Ingress and egress to and from District lands for this ITB will be only through designated gates as determined by District staff. No other ingress or egress is permitted.

Each contract employee will be required to wear a safety vest at all times while working on District property and at least one person must be fluent in English and must be on-site every day of harvest.

The Contractor shall keep District staff informed as to the delivery point (buyer) for all berries by using a District ticket. The District ticket will be provided when each bag of berries is weighed and will be attached to each bag prior to leaving the District site. The buyer, aka the delivery point, of the berries will need to sign and date the ticket for each bag of berries and at a minimum of once a week, the Contractor will scan/email the tickets to the Agreement Manager.

The Contractor shall provide to the District the names of all contract employees who will be working on District sites and shall be printed on the Contractor's company letterhead and submitted to District staff and the Agreement Manager. In addition, the Contractor shall submit a copy of all vehicle registrations and proof of insurance for each vehicle that will be on District sites to the Agreement Manager and the Florida Fish and Wildlife Conservation Commission. This is required prior to beginning any work.

District lands in the Econfina Creek WMA are open to public use year-round, including hunting. Contractors must be aware of public users and plan their work accordingly. Hunting seasons, quota hunt dates, and other information and regulations for the Econfina Creek WMA can be found online at:

<https://ocean.floridamarine.org/HGMSearch/BrochureDetails.aspx?sb=Specific%20Area&srctype=pfs&title=Econfina%20Creek>

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 **Bid Sheet, Bidder Acknowledgement Forms and shall also include the Bidder 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 VENDOR REGISTRATION AND W-9 FORMS

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

3.3 VENDOR CHECKLIST

Please review the checklist for this bid (**ITB No. 21B-009**) 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 **Bid Sheet, Bidder Acknowledgement and Bidder Information Forms (pages 17 through 19)**? 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(s) will be awarded in the best interest of the District, based on the highest price per pound for saw palmetto berries, from those bids submitted by respondents considered qualified by the District. The District anticipates awarding the contracts to the respondents that meet the following criteria:

- A. Respondent submits a qualified responsive bid judged by the District to be the highest price per pound as entered on the **Bid Sheet and Bidder Acknowledgement Forms**, Pages 17 - 18.
- 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

BID SHEET, BIDDER ACKNOWLEDGMENT FORM & BIDDER INFORMATION FORM

BID SHEET FOR ITB 21B-009

(only prices submitted on this bid sheet will be considered)

Site #	Per Pound Bid
Site 1	\$_____ per Pound
Site 2	\$_____ per Pound
Site 3	\$_____ per Pound
Site 4	\$_____ per Pound
Site 5	\$_____ per Pound
Site 6	\$_____ per Pound
Site 7	\$_____ per Pound
Site 8	\$_____ per Pound
Site 9	\$_____ per Pound
Site 10	\$_____ per Pound

BIDDER ACKNOWLEDGMENT FORM

I, the undersigned, having read all parts of this Invitation to Bid, **ITB No. 21B-009**, titled **“PURCHASE AND HARVEST OF SAW PALMETTO BERRIES ON DISTRICT LANDS,”** 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 response 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 respondent and that the respondent is in compliance with all requirements of the Invitation to Bid.

Respondent Signature

Date

Respondent Name (Print or Type)

Company Name

Respondent Title

Address

(The area below this line is to be completed by the District’s
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

BIDDER INFORMATION FORM

1. Bidder Information			
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? If yes, please provide documentation.	Check 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.	Check 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.	Check One: Yes) No)		
2. Bidder’s Statement of Qualification			
<p>I understand that the above information is required to submit a bid in response to ITB No. 21B-009. By signing this form, I acknowledge that all information is accurate and correct to the best of my knowledge.</p> <p>_____</p> <p>Person Completing Form (print name) Signature</p>			
3. References-Minimum of Three References Required for Similar Services			Phone Number
1.			
2.			
3.			

PART 6

DRAFT AGREEMENT

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

LAND USE PROCEEDS AGREEMENT

This Land Use Proceeds Agreement (the "Agreement") is entered into between the Northwest Florida Water Management District, hereinafter referred to as the District whose headquarters is located at 81 Water Management Drive, Havana, Florida 32333, Gadsden County, Florida, and _____ ("Contractor"), organized as a _____, whose address is _____.

WITNESSETH

WHEREAS, the District, by authority of Chapter 373, Florida Statutes (F.S.), has acquired property for water resource protection purposes; and

WHEREAS, District lands are open to the public and available for a variety of resource-based recreation activities and other land management purposes; and

WHEREAS, it is within the District's responsibilities to maintain, enhance and restore these lands to their natural state and condition; and

WHEREAS, the District agrees to grant the privilege to use District land for the harvest of saw palmetto berries for the purposes further described more fully herein; and

WHEREAS, the Contractor agrees to provide such activities as further described herein at its own risk; and

WHEREAS, this Agreement is a privilege for use only and does not transfer any property interest to the Contractor.

NOW THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. Term of the Agreement and Extension Discretion. The term ("Term") of this Agreement shall commence on the date last executed by the parties and terminate on September 30, 2021. The Contractor understands he/she/it is not entitled to any extension or renewal of this Agreement.
2. Polices, Rules and Laws. The Contractor shall comply with all policies, rules, and laws governing the saw palmetto berry industry, especially Chapters 369 and 581, F.S.; and Rule 5B-54, Florida Administrative Code (F.A.C.); and Chapter 373, F.S., and any specific District

conditions, and any subsequent version, modification, amendment or update to such policies, rules and laws. The Contractor shall provide the District with the Permit (Permit) issued by the Florida Department of Agriculture and Consumer Services (FDACS), Division of Plant Industry prior to any activity on District lands, for the term of this agreement. The Contractor shall be responsible for compliance with: 1) all applicable federal, state, and local laws, rules, regulations and ordinances, and 2) all other terms and conditions contained in this Agreement. It is the Contractor's responsibility to be apprised of any subsequent version, modification, amendment or update of any of the foregoing statutes and rules. The Contractor shall not alter or damage District land resources or facilities in any way through the support or execution of its operation under this Agreement, and shall fully repair and be liable for all damage to District lands or resources or facilities that may result from its activities. The Contractor acknowledges that all wildlife, cultural and historical artifacts are protected and there shall be no killing, maiming, molesting, disturbing or removal of wildlife or cultural and historical artifacts.

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.

3. Facilities and Space. By way of this Agreement, the District hereby grants to the Contractor, and the Contractor hereby accepts from the District, the privilege of harvesting saw palmetto berries on certain parcels of District land as hereafter specified.
4. Payment/Payment Schedule. The Contractor shall pay \$_____ per pound for saw palmetto berries harvested from property/sites owned by Northwest Florida Water Management District (District) as shown on Exhibit A attached.

Payment shall be made no later than 4:00 p.m. Eastern Time on Friday of each week for the berries that were removed during the preceding workweek (Monday to Friday). The Contractor agrees to participate in either direct deposit/electronic funds transfer (EFT) payments to the District or the District's Online Payments portal located at <https://www.nfwwater.com/Online-Payments>.

If payment is not received by the District Accounting Office as of Friday, 4:00 p.m. Eastern Time for the preceding week, District staff or the Agreement Manager shall inform the Contractor and crew that they are not to return to District sites to resume any harvesting activities until appropriate payment has been received. When payment has been received,

District staff or the Agreement Manager will then inform the Contractor and the crew that they may resume the harvesting activities the following day. If District staff or the Agreement Manager is forced to remove the harvesting crew on more than three separate occasions during the term of the contract, this shall be grounds for forfeiture of all remaining harvest areas included within the contract and their Performance Bond.

5. Liens and Encumbrances. The District holds fee simple title to the property containing the site(s) included in this Agreement. The Contractor shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the District's property including, but not limited to, mortgages or construction liens against the real property covered by this Agreement or against any interest of the District.
6. Assignment. This Agreement is granted to the Contractor and may not be assigned, in whole or in part, without prior written approval of the District. If the Contractor submits a request to assign this Agreement before its expiration date, the District may impose an assignment fee of \$10,000. Any assignment not in compliance with this paragraph shall be grounds for immediate and automatic termination of this Agreement by the District without further notice.
7. Subcontractor. The Contractor agrees to require any and all subcontractors to comply with all the standards, terms, and provisions of this Agreement and to indemnify and hold harmless the District from any liability or damages arising by, through or under any subcontract hereunder. Failure of a subcontractor to comply with the terms of this Agreement shall constitute a material breach by Contractor.
8. Risk in Operation; Hold Harmless and Indemnification. The District makes no representation nor warranty regarding the fitness or safety of any District land upon which the Contractor may be operating. The Contractor assumes all risk in the operation of its business under this Agreement and shall be solely responsible and liable for any and all damages for accidents or injuries to persons or property, whether direct or indirect, arising out of its operations or arising by virtue of the carelessness, negligence, improper conduct or any other actions or inactions (i) of the Contractor, its officers, directors, employees, agents, affiliates, contractors and subcontractors, and (ii) of the District, its officers, board members, employees, agents, affiliates and contractors. The Contractor shall save, hold harmless and indemnify the District and its respective officers, employees, and agents against any and all liability, claims, judgments, actions or costs of whatsoever kind and nature for injury to, or death of, any

person or persons and for the loss of or damage to any property resulting from the use, service, operation, or performance of work under the terms of this Agreement, resulting from any act, or failure to act, (i) by the Contractor, and its employees, agents, affiliates and subcontractors, and (ii) by the District, its officers, board members, employees, agents, affiliates and contractors, to the fullest extent allowed by law. The Contractor shall notify the District within five (5) days of all legal actions filed against the Contractor related to the District or that may adversely affect or reflect on the District.

9. Federal, State and Local Laws. The Contractor shall comply with all applicable federal, state and local laws in conducting the activities authorized under this Agreement, which includes, but is not limited to: the acquisition of all permits, including any District permits, which may be required; licenses necessary for the conduct of the Contractor's business; and, compliance with all laws governing the responsibility of an employer with respect to persons it employs, including Workers' Compensation laws. The Contractor acknowledges that this requirement includes compliance with all health and safety rules and regulations. The Contractor must provide to the District a copy of the required Florida Department of Agriculture Permit. All required permits and licenses must be obtained prior to commencement of any operation by the Contractor under this Agreement. The Contractor's failure to comply with any part of this provision shall be grounds for immediate and automatic termination of this Agreement by the District without further notice.
10. Insurance Coverage. 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.
11. Chapter 119, Florida Statutes. Pursuant to Chapter 119, Florida Statutes, all documents, papers, letters, or other printed, written, or recorded material prepared in conjunction with or as a result of this Agreement is a public record, except for such records that are exempt

under Chapter 119, Florida Statutes, or other statutory provision, and Article I, section 24(a) of the Florida Constitution. All public records may be inspected or copied by any member of the public at any reasonable time. This Agreement shall be unilaterally cancelled by the District should the Contractor refuse to allow public access to all documents, papers, letters, or other material made or received in conjunction with this Agreement, pursuant to the provisions of Chapter 119, Florida Statutes.

12. Access to Records.

- 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@NFWATER.COM; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.

13. Agreement Manager. Frank Powell (or successor), has been designated as the District's Agreement Manager, who can be reached in person or by mail at 81 Water Management Drive, Havana, FL 32333, or by telephone at (850) 443-1139 or by email at Frank.Powell@nfwwater.com. The Agreement Manager shall be responsible for ensuring

compliance with the terms and conditions of this Agreement.

14. Notices. All notices as provided herein shall be served by regular U. S. mail, courier service or email at the following addresses:

Contractor

District

Frank Powell (Frank.Powell@nfwfwater.com)

Northwest Florida Water Management
District

81 Water Management Drive

Havana, Florida 32333

The parties agree to provide notice to the other party within thirty (30) calendar days of any change to the above-stated contact information, and the Contractor shall inform the District within thirty (30) calendar days of any change to its business name, business organization, ownership, address, Registered Agent, or other contact information.

15. Discrimination.
- a. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in the performance of this AGREEMENT.
 - b. The CONTRACTOR agrees that no goods or services will be procured from anyone on the convicted vendor list, per Section 287.017, Florida Statutes, or on the discriminatory vendor list, per section 287.134, Florida Statutes. 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.
16. Independent Contractor. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the District. Neither the Contractor nor its employees are entitled to accrue any benefits of District employment.
17. No Interest Given to Any Third Party. This Agreement is not intended nor shall it be construed as granting any rights, privileges or interest in any third party without the mutual written

agreement of the parties hereto.

18. Inspector General. The Contractor agrees to cooperate with an inspector general in any investigation, audit, inspector, review, or hearing, pursuant to s. 20.055(5), F.S.
19. Delivered in the State of Florida. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any legal action hereon or in connection herewith shall be brought in the state and federal courts located in Leon County, Florida.
20. Inspection of Sites and Premises Used by Contractor. The sites may be inspected at any time by authorized representatives of the District, authorized representatives of the FDACS, or by any other officer or agency having responsibilities for inspection of such operations. In the event that the Contractor violates applicable Florida Statutes or Florida Administrative Code, the Contractor shall notify the Agreement Manager in writing at the address set forth in paragraph 14, above, within three (3) calendar days of such violations or convictions. Upon receipt of such notice, the District may, in its sole discretion, immediately terminate this Agreement without further notice to the Contractor.
21. Force Majeure Event. The Contractor hereby waives all claims for loss or damage resulting from fire, water, tornado, hurricane, freezes, wildlife, or other severe storms, civil commotion, riot, criminal activity, loss or spoilage; and the Contractor hereby waives all rights, claims, and demands and forever releases and discharges the District and its officers and agents from all demands, claims, actions, and causes of action arising from any of the aforesaid causes.
22. Setting Fire on District Lands. The Contractor specifically agrees not to set or allow any agent or employee of the Contractor to set, fire negligently, knowingly or deliberately, on District lands. Failure to comply with this provision will be cause for immediate termination of the Agreement.
23. Termination for Cause. This Agreement shall not vest any right in the Contractor and shall be deemed only to grant the privilege to carry out the terms of this Agreement on District

property. If the Contractor fails to comply with any of the terms and conditions of this Agreement, the District shall provide written notice of termination to the Contractor delivered or mailed to the Contractor's address as set forth in paragraph 14 above. The District may afford the Contractor the opportunity to cure any default within a specified timeframe. Upon failure of the Contractor to comply within the timeframe specified, the District may terminate this Agreement after three (3) calendar days from expiration of such time to cure. If the District does not afford the Contractor the opportunity to cure the noncompliance, this Agreement shall terminate three (3) calendar days from receipt of the District's notice, and the Contractor shall remove itself and its property from all District property within such three (3) calendar day period. Continued occupancy of District property after expiration or termination of this Agreement shall constitute trespass by the Contractor and may be prosecuted as such. In addition, the Contractor shall pay to the District \$100.00 per day as liquidated damages, but not as a penalty, for such trespass and holding over.

24. Termination Without Cause. This Agreement may be terminated by either party without cause by giving thirty (30) calendar days written notice to the other party's address as set out in paragraph 14, above.
25. Contractor's Removal or Disposal of Personal Property. Upon expiration or termination of this Agreement for any reason, neither the District nor any of its agents, representatives or employees shall be obligated to purchase any of the Contractor's equipment or facilities, unless otherwise provided herein or as specifically provided in writing upon the expiration or termination of this Agreement. The Contractor shall remove or dispose of all of its property, and trash, rubbish, or any other unsightly or offensive materials brought upon the sites by the Contractor or created by the Contractor's use of the sites, including, but not limited to all equipment for harvesting of saw palmetto berries from the sites, within fifteen (15) calendar days of the termination or expiration of this Agreement. Any such property left by the Contractor will be removed and disposed of by the District at the Contractor's expense.
26. Contractor Not a Lessee. It is understood and agreed that this Agreement is the grant of a privilege only and no part, parcel, building, or structure, fences, equipment, or space is leased to the Contractor; that Contractor is an independent Contractor and not a lessee; and that the Contractor's privilege to manage and harvest berries from District lands shall continue only so long as the Contractor complies with the terms and conditions of this Agreement.
27. Limitation of Damages. The Contractor is aware that this Agreement is for management

purposes, and may be revenue generating or revenue neutral. Therefore, there are no funds budgeted by the District to pay damages. If a court of competent jurisdiction determines that the District is legally liable to Contractor by reason of the District's breach of this Agreement, the Contractor agrees that damages for any such breach shall be limited to five hundred dollars (\$500.00) or to actual damages, whichever is less.

28. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all previous agreements and negotiations. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.
29. Execution in 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.
30. Scrutinized Companies, Boycotting. 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 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 287.135, Florida Statutes Pursuant to 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.

31. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.
32. Waiver of Jury Trial. To the fullest extent permitted by law, Contractor knowingly, voluntarily, and intentionally waives the right to a jury trial in any action, proceeding, or litigation related to, concerning, or in any way connected with this Agreement.
33. Use of Lands. The use of on-road vehicles is limited to existing paved and unpaved roads. The use of off-road vehicles is further limited to existing trails and fire breaks. All harvesting activities will be conducted by foot traffic only. Should Contractor be uncertain as to whether an area classifies as an existing paved or unpaved road, or as an existing trail or fire break, then Contractor shall request in writing a determination from the District prior to use of the area in question.
34. Months of Harvesting. Harvesting will be conducted in the months of August and September, 2021 only, Monday through Friday from 7:30 a.m. CT to 4:00 p.m. CT. Harvesting activities will avoid conflict with the District's management activities, including but not limited to prescribed burning, timbering, and restoration efforts. Should harvesting conflict with any District activity, then harvesting shall temporarily cease to allow the District activity to continue. Harvesting may resume, in accordance with the schedule set forth above, once the District confirms the conflict with District activity has ceased.
35. Performance Bond. The Contractor's shall submit a Performance Bond in the amount of \$25,000 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 paragraph 8 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.

The parties hereto have caused this Agreement to be executed the day, month and year last written below.

CONTRACTOR

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____

By: _____

Printed Name: _____

Brett Cyphers, Executive Director

Title: _____

Date: _____

Date: _____

DRAFT

