

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**INVITATION TO BID NO. 23B-003**  
**2024 LONGLEAF PINE TUBELINGS**

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, Florida 32333, is soliciting bids for the **2024 LONGLEAF PINE TUBELINGS** (Project) for purchasing longleaf pine tubelings from a xeric longleaf pine sandhill upland or acceptable seed source. The bids will be for tubeling purchases and delivery with deliveries anticipated in January or February, 2024, subject to satisfactory performance, availability of funds, and mutual agreement of both parties. The District's estimated quantity of longleaf pine tubelings for January and February 2024 is approximately 550,000 to 750,000. Final quantities for January and February 2024 will be determined on or before June 1, 2023.

**The deadline for submission of bids is 2:00 P.M. Eastern Time (ET), February 22, 2023.** Provisions will be made to accommodate those with a disability (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 following locations: Northwest Florida Water Management District's website (<http://www.nwfwater.com>); the State of Florida's Vendor Information Portal website at: [MyFloridaMarket Place Vendor Information Portal](#); or may 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 “**2024 LONGLEAF PINE TUBELINGS.**”

**1.3 ISSUING OFFICE, DATE AND LOCATION OF OPENING**

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

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:00 P.M. EASTERN TIME (ET),  
FEBRUARY 22, 2023, THE DAY OF THE PUBLIC OPENING.**

**1.4 INVITATION TO BID**

The District solicits offers for the services of responsible bidders to grow, extract, supply, and deliver the District a minimum of 550,000 longleaf pine tubelings in 2024.

**1.5 AWARDING OF BID**

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

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

The District reserves the right to reject any and all bids, to negotiate with the qualified Contractor submitting the lowest responsive bid, to waive any irregularities of a minor nature, and to solicit and re-advertise for other bids. Mistakes clearly evident on the face of the bid documents, such as

computation errors, may be corrected by the District. Per section 255.0991, Florida Statutes, the District has no regulation that provides Contractor preference as described in that statute.

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

Notice of a bid award shall be posted to the District's website and the State of Florida's Vendor Information Portal 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 bidders shall disclose with their bids the name of any officer, director, board member or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries, or branches.

## **1.8 DISTRICT FORMS AND RULES**

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

## **1.9 ORAL PRESENTATIONS**

There will not be oral presentations for this solicitation.

## **1.10 INQUIRIES**

All questions regarding this ITB shall be provided in writing and emailed to the Procurement Officer, Benjamin Faure at [Benjamin.Faure@nfwwater.com](mailto:Benjamin.Faure@nfwwater.com), **no later than 12:00 PM. (NOON) Eastern Time (ET) on February 8, 2023**. Inquiries shall reference the date of the ITB opening and ITB title and number.

The District will post addenda and answers to substantive questions on its website and on the State of Florida's Vendor Information Portal website at least ten (10) calendar days before the bid opening date (see *Section 1.16 Addenda*). Firms are responsible to check the District's website or State of Florida's Vendor Information Portal website for addenda.

## **1.11 TIMETABLE**

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

- A. On February 1, 2023**, the District issues the Invitation to Bid.

- B. From the time of issuance on **February 1, 2023**, until 12:00 PM. (NOON) Eastern Time (ET) on **February 8, 2023**, the District will receive written inquiries by email on the ITB.
- C. If substantive questions are received, District will issue an Addendum at least ten (10) calendar days prior to bid opening.
- D. Bid Opening Deadline: The sealed bids will be opened at 2:00 P.M. Eastern Time (ET) **February 22, 2023\***. Bids received after the bid 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 with the qualified Contractor submitting the lowest responsive bid 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 Information Portal 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 and one electronic copy in pdf format on a new flash drive 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 23B-003 2024 LONGLEAF PINE TUBELINGS TO BE OPENED FEBRUARY 22, 2023, AT 2:00 P.M. (EASTERN TIME) AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT”**

The sealed envelope or box shall also include the respondent's name and business address. Bids received after the bid opening deadline will not be considered. **Bids received by the bid opening deadline but not properly sealed and labeled shall not be considered.**

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

It is the respondent's responsibility to ensure 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 bid 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 and Bidder Acknowledgement** (see PART 5 of this ITB). All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted.

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

Bids received by the District in response to this ITB will become a public record (unless an exemption to Florida's Public Records Law applies) when the District provides notice of its intended decision or 30 days after opening the bids, whichever is earlier. If the District rejects all bids and concurrently provides notice of its intent to reissue the ITB, the rejected bids remain exempt from Florida's Public Records Law until such time as the District provides notice of an intended decision concerning the reissued ITB or until it withdraws the reissued ITB. A bid is not exempt for longer than 12 months after the initial notice rejecting all bids.

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

#### **1.14 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 Information Portal website at least ten (10) calendar days before the bid opening date. Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting their bid.

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

## **1.15 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 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](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified).

## **1.16 PUBLIC CRIMES/DISCRIMINATORY/ANTITRUST VIOLATOR VENDORS**

In accordance with sections 287.133, 287.134, and 287.137, Florida Statutes, a person or affiliate who has been placed on the convicted, discriminatory, or antitrust violator vendor lists may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000), unless specified otherwise in these statutes. Questions regarding the lists may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to [purchasingcustomerservice@dms.fl.gov](mailto:purchasingcustomerservice@dms.fl.gov).

## **1.17 SCRUTINIZED COMPANIES, BOYCOTTING**

Pursuant to section 287.135, Florida Statutes, 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 section 215.4725, Florida Statutes, 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 section 215.473, Florida Statutes; 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 section 287.135, Florida Statutes.



## **1.18 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.”

## **1.19 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.

## **1.20 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 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 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.

## **1.21 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.

## **1.22 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. 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.**

### **1.23 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.

### **1.24 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.

### **1.25 COOPERATIVE PURCHASING**

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

### **1.25 PERFORMANCE BOND**

A performance bond in the amount of twenty-five percent (25%) of the total contract amount (Contractor's total lump sum bid), with a corporate surety approved by the District, will be required for the faithful performance of the contract. A certified Cashier's Check made payable to "NFWFMD" may be provided to the District, in lieu of a surety performance bond.

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

The successful bidder will be required to execute the contract and provide the performance bond within ten (10) calendar days once the awarded Contractor is notified by the District Project Manager. In case of failure of the bidder to execute the Agreement, the District may at its option consider the bidder in default, in which case the bid bond accompanying the bid proposal shall become the property of the District.

## PART 2

### SCOPE OF SERVICES

For Fiscal Year 2023-24, the Vendor will grow, extract, and deliver to the District 1-0 age longleaf pine tubelings. The scope of work and specifications will be provided in the attached draft agreement, Section 1 – Scope of Services.

## PART 3

### BID REQUIREMENTS

#### 3.1 RULES FOR THE BIDS

- A. All bids must comply with applicable Florida Statutes, laws, and rules.
- B. **One printed copy and one electronic copy** in pdf format on a new flash drive 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. If there are any discrepancies between the two copies of the bid received, the written copy shall take precedence.
- C. All bids shall be completed and submitted on the attached **Bid Sheet and Bidder Acknowledgement** (PART 5).
- D. The District is not subject to Florida sales tax or to any federal excise taxes on all sales made **directly** to the District, and neither shall be included in the bid price.
- E. Any transportation or other charges incurred in the delivery of products or services as specified must be included in the bid price, as noted on the bid sheet.
- F. All costs whether direct or indirect which will be ultimately paid by the District must be included in the price on the **Bid Sheet and Bidder Acknowledgement** (PART 5). Any indirect, overhead, profit margin or other such costs, however named, must also be included in the bid price.
- G. The award hereunder is subject to Chapter 112, Florida Statutes. All bidders shall disclose with their bids the name of any officer, director, board member, or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries, or branches.

#### 3.2 QUALITY CONTROL

All longleaf pine tubelings will be inspected and approved by District staff at time of delivery. Any longleaf pine tubelings deemed unsatisfactory by the District's project manager and/or his/her representative for planting will be returned to the Vendor at no cost to the District. The Vendor

will be required to replace all unsatisfactory longleaf pine tubelings at no cost to the District within the planting timeframe specified for the particular year. Payment for unsatisfactory longleaf pine tubelings will be withheld by the District until replaced with satisfactory longleaf pine tubelings.

### 3.3 VENDOR REGISTRATION AND W-9 FORMS

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

### 3.4 VENDOR CHECKLIST

Please review the checklist for this bid (ITB No. 23B-003) to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

- Have you performed a final review of your bid to ensure you included all required documentation? **The omission of required items will result in rejection of the bid.**
- Have you completed, signed, and included the **Bid Sheet and Bidder Acknowledgement (pages 14 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 are there one printed copy and one electronic copy in pdf format on a new flash drive 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 total cost to the District, from those bids submitted by vendors considered qualified by the District and able to provide the product in the timeframes specified in this ITB. The District anticipates awarding the contract to the bidder that meets the following criteria:

- A. Vendor submits a qualified responsive bid judged by the District to be the lowest cost for the specified services. The District will award the 2024 longleaf pine tubeling bid based upon the lowest “**Longleaf Pine Tubelings and Delivery Total Bid**” for the nursery providing the District with longleaf pine tubelings and delivering them to the District. Tubeling and delivery pricing will be based upon the minimum quantity of 550,000 tubelings delivered in January and February 2024. A minimum of one vendor will be selected to grow and supply the District with all required longleaf pine tubelings and delivery for the term of the agreement. The District may contract with multiple vendors to meet the minimum quantity needed. The price per thousand tubelings bid and delivery pricing will apply for one year.
- 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 section 288.703(1), Florida Statutes, as a certified minority business enterprise; (2) to the respondent that certifies compliance with section 295.187(3)(a), Florida Statutes, as a certified veteran’s business enterprise; and (3) to the respondent that certifies compliance with section 287.087, Florida Statutes, having implemented a Drug-Free Workplace program. If there is still a tie, the tie will be broken by lot (for example, coin toss).

**PART 5**  
**BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-003)**  
**2024 LONGLEAF PINE TUBELING AND DELIVERY BID SHEET**

All tables and forms on Pages 14 through 19 must be completed.

<b>Longleaf Pine Tubelings</b>				<b>(1)</b>
<b>Common Name</b>	<b>Minimum* Quantity Desired for 2024</b>	<b>Price Per 1,000 Tubelings**</b>	<b>Total Longleaf Pine Tubeling Cost for 2024</b>	
<b>Longleaf Pine</b>	<b>550,000</b>	\$ _____/	\$ _____	

\* Subject to availability, the District may purchase additional longleaf pine tubelings over the minimum quantity desired from the selected Vendor. The Vendor must supply any additional longleaf pine tubelings over the minimum quantity at the same price per thousand as stated on this bid sheet.

\*\* Grown and extracted price per one thousand tubelings.

Note: A District representative will inspect the longleaf pine tubelings and determine acceptability for planting based on the specifications listed in the Agreement. Any longleaf pine tubelings deemed unacceptable for planting by the District’s representative will be returned to the vendor for replacement with acceptable longleaf pine tubelings.

**Longleaf Pine Tubeling Delivery Services\*** (2)

<b>Delivery Location</b>	<b>Quantity Delivered in Jan-Feb 2024</b>	<b>Total Delivery Cost to 6418 E. Highway 20 Youngstown, FL 32466 (3 loads)</b>	<b>Trailer Rental Cost Per Day</b>	<b>Estimated Days of Trailer Rental</b>	<b>Total Delivery Plus Trailer Rental Cost for 2024</b>
6418 E. Highway 20 Youngstown, FL 32466	550,000	\$ _____	\$ _____	45	\$ _____

<b>Mileage Pricing for Alternate Delivery Locations</b>	
Price per mile to be added or deducted for alternative delivery locations.	\$ _____ <b>Per Mile</b>

**\* Factors for quoting delivery pricing:**

- The **Delivery Address** is 6418 E. Highway 20 Youngstown, FL 32466. All tubelings delivered in 2024 will go to this address.
- Delivery cost to the Delivery Address is inclusive of all costs required to deliver a loaded trailer to the specified location, including, but not limited to, trailer and semi-tractor transport mileage, fuel, labor, insurance, maintenance, etc.
- Delivery cost is round-trip. Assume that an empty trailer will be retrieved when a loaded trailer is dropped.
- Per mile additions and deductions may be employed if a trailer needs to be delivered to an alternate location. Fill in “Mileage Pricing for Alternate Delivery Locations” Table.
- Refrigerated Trailers with a minimum capacity of 250,000 boxed longleaf pine tubelings shall be used and shall be in good working order upon delivery, with repair service provided when needed. Fuel level for the refrigeration unit will be noted at the time of delivery and will be re-filled to this level by the District prior to retrieval of the trailer.
- District staff will monitor refrigerator operation and will provide fuel for trailers while the trailer is on District property and contains longleaf pine tubelings.
- Trailer Rental is on a daily basis, beginning the day a trailer is delivered to a District project site and ending on the day that a trailer has been emptied of its contents. Delivery logistics shall be coordinated with the District to minimize the number of Trailer Rental days charged during a planting project.

**Bid Calculation**

**Longleaf Pine Tubelings and Delivery Total Bid**

**(1)**  
**Total Longleaf  
Pine Tubeling  
Cost  
for 2024**  
(From Page 14)

**(2)**  
**Total Delivery Plus  
Trailer Rental Cost  
for 2024**  
(From Page 15)

**Total Bid:  
Longleaf Pine Tubeling and  
Delivery Cost  
for 2024**

\$ \_\_\_\_\_ + \$ \_\_\_\_\_ = \$ \_\_\_\_\_

I certify 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

\_\_\_\_\_  
Bidder Name (Print or Type)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Bidder Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Area Code Telephone Number

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
E-Mail Address

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



**BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-003) (continued)**

<b>1. Respondent Information</b>	
Respondent Firm Name:	
Is this firm a certified minority business enterprise as defined in section 288.703(1), Florida Statutes? If yes, please provide documentation.	<b>Circle One:</b> <b>Yes</b> <b>No</b>
Is this firm a certified veteran's business enterprise as defined in section 295.187(3)(a), Florida Statutes? If yes, please provide documentation.	<b>Circle One:</b> <b>Yes</b> <b>No</b>
Has this firm implemented a Drug-Free Workplace program in compliance with section 287.087, Florida Statutes? If yes, please provide documentation.	<b>Circle One:</b> <b>Yes</b> <b>No</b>
<b>2. Respondent's Statement of Qualification</b>	
<p>I understand that the above information is required to submit a bid in response to ITB No. 22B-006. 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)</p>	<p>_____</p> <p>Signature</p>

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

**BIDDER ACKNOWLEDGMENT**

I, the undersigned, having read all parts of this Invitation to Bid, ITB No. 23B-003, titled “**2024 LONGLEAF PINE TUBELINGS**,” including any and all addenda, and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Printed Name of Above Signature

\_\_\_\_\_  
Company

---

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

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

\_\_\_\_\_  
Agency Clerk  
Northwest Florida Water Management District

**BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-003) (continued)**

**Nursery Information**

<b>Nursery Name</b>	
<b>Years in Business:</b>	

<b>Years of experience growing longleaf pine tubelings:</b>	
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<b>List of at least three customers to whom your nursery has supplied at least 500,000 longleaf pine tree tubelings in the past two years, who the District may contact for a reference:</b>		
<b>Date (Month/Year)</b>	<b>Quantity of Longleaf Pine Tubelings Provided</b>	<b>Customer</b> Include Customer (company or agency) name and location (state/county) and a name and phone # for the person who can provide a reference.

**PART 6**  
**DRAFT AGREEMENT**

This Agreement is subject to change subsequent to legal review.

## DRAFT AGREEMENT WITH CONTRACTOR

### Agreement for 2024 LONGLEAF PINE TUBELINGS

Between  
Northwest Florida Water Management District  
And  
[Contractor]  
(NFWFMD Contract Number **23-XXX**)

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

#### SECTION 1 – SCOPE OF SERVICES

##### A. General

1. The Contractor shall perform and render all services and deliverables as an independent Contractor of the District and not as an agent, representative, or employee of the District. Services and deliverables rendered shall be provided in accordance with the Contractor’s bid response submitted under Invitation to Bid (ITB) **23B-003** entitled “**2024 LONGLEAF PINE TUBELINGS**” incorporated herein by reference.
2. The contract documents which make up this Agreement consist of this Agreement document, Invitation to Bid No. **23B-003**, Contractor’s bid response, technical specifications, all addenda issued prior to the execution of this Agreement, the bid submitted by the Contractor, and all modifications issued subsequent thereto. These documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.
3. All work shall be performed in accordance with the specifications and requirements contained in the Scope of Work.

##### B. Scope of Work

The Contractor will grow, supply, and deliver to the District a minimum of 550,000 longleaf pine tubelings for planting activities during the District’s 2023-24 fiscal year (beginning October 1, 2023; tubelings to be available beginning January 1, 2024) (the “Work”). Purchase of longleaf pine tubelings will be subject to available District funds and approval by the District's Governing Board of the District's proposed fiscal year budget. The Agreement requires the Contractor agree to place highest priority on completing the Work in a timely fashion. This Agreement will end no later than March 15, 2024 (the “Term”), unless renewed for an additional term by written amendment executed by all parties hereto. The District’s final desired quantity of longleaf pine tubelings **may exceed 550,000 tubelings**. If the District’s final desired quantity of longleaf pine tubelings exceeds **550,000 tubelings**, the District will amend this Agreement to reflect this additional quantity, subject to the selected Contractor’s

ability to provide this additional longleaf pine tubelings quantity to the District at the **same price per thousand** as the Contractor’s original bid.

**Specifications**

1. All of the longleaf pine tubelings must be 1-0 tubeling stock, with a minimum plug length of six inches (6”) and must be plantable using a standard dibble planting bar or equivalent planting device.
2. The District’s required longleaf pine tubelings will typically be planted on xeric sandhill upland habitat consisting primarily of Lakeland soil. Seed collected and used to produce the District’s required longleaf pine tubelings must come from similar habitat and/or soils. Use of any other seed source must be approved by the District. Contractor shall inform the District of its seed source before sowing.
3. On average, at least fifty percent (50%) or more of the extracted tubelings must have a root collar diameter of at least one-half inch.
4. Longleaf pine tubelings must be adequately watered at least one day (24 hours) prior to extraction and boxing for shipment.
5. All longleaf pine tubelings must be free from insect pests, fungus, and disease that may adversely affect growth and survival.
6. All longleaf pine tubelings (plugs) must be free from weeds and other undesirable plants that may adversely affect growth and survival.
7. All longleaf pine tubelings must meet or exceed Florida specifications for plant material as required by state law.

District longleaf pine tubeling quantities and specifications are summarized below.

**Table 1**

<b>Anticipated Delivery</b>	<b>Common Name</b>	<b>Genus Species</b>	<b>Planting Stock Age</b>	<b>Minimum Quantity Required</b>
January 2024	Longleaf Pine	Pinus palustris	1-0	550,000

**Longleaf Pine Tubelings Delivery Schedule**

The Contractor shall be prepared for the extraction and delivery of the longleaf tubelings to the District between January 1, 2024, and March 15, 2024. The District shall contact the Contractor by telephone to place each order of tubelings. The first delivery of tubelings shall be made by the Contractor to the District within seven (7) days from the order. Each following delivery of tubelings shall be made by the Contractor to the District within five (5) days from

the order. The foregoing seven (7)-day and five (5)-day periods shall be referred to herein as the “Delivery Schedule.” All tubelings will be inspected and approved by District staff at time of delivery. All tubelings deemed by the District’s project manager and/or his representative to be unsatisfactory for planting will not be accepted by the District. The Contractor will be required to replace all unsatisfactory longleaf pine tubelings at no cost to the District within five (5) days from rejection by the District (said time period also part of the “Delivery Schedule”). The District will withhold payment for all unsatisfactory tubelings and associated delivery costs.

### **C. Terms of Agreement**

This Agreement will terminate no later than March 15, 2024. The District’s performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature and/or approval of the District’s annually adopted budget.

## **SECTION 2 – RESPONSIBILITIES OF CONTRACTOR**

A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the District in reports, drawings, and in conjunction with all other services provided for under this Agreement.

B. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor’s negligent performance of any of the 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 state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in work (deliverables).

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.

H. The Contractor shall specify the physical location and address of the nursery at which the District's tubelings are being grown and shall allow (with reasonable notice) inspection of the tubelings during growing stages by District employees or representatives.

### SECTION 3 – COMPENSATION

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

B. Payment for the Work will be subject to inspection and approval by the District's Project Manager or his designee. The Project Manager will determine, in his sole discretion, whether or not the Contractor has successfully performed the Work. Payment will not be made until the District receives written authorization to do so by the District Project Manager.

C. The compensation amount ("Compensation Amount") will be determined on the basis of the Specifications set forth in Section 1 and pricing for tubelings and delivery services set forth in Exhibit 1: Contractor's Bid for ITB **23B-003 – PURCHASE OF LONGLEAF PINE TUBELINGS**, attached hereto and made a part hereof. Any subcontractor fees and direct expenses (ODCs) required for completion of the Work should have been included in the Contractor's bid price and will be the responsibility of the Contractor.

D. 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, District contract number, total payment requested, amount previously invoiced, and a signed certification by the Project Manager that work invoiced has been completed. Invoices shall not be submitted more frequently than monthly, or upon completion of a project phase, whichever is more frequent.



E. Invoices and associated documentation shall be submitted electronically to both the District's Project Manager at the email provided in Section 8.B, and the Accounting Bureau at: AccountsPayable@nfwwater.com.

Each statement shall be submitted in a format that includes, at a minimum, the following information:

1. Invoice number for the particular bill;
2. The Contractor's taxpayer identification number;
3. The Contractor's name and District Agreement number;
4. Quantity of longleaf tubelings provided to the District and the date the tubelings were delivered;
5. The unit cost of the tubelings and the total only of the current invoice. Prior balances or payment history should be shown separately, if at all;
6. Delivery and Trailer Rental costs; and
7. Any other information as may be requested by the District's Project Manager.
8. The Contractor agrees to participate in electronic funds transfer payments from the District.

**Payment for Longleaf Tubelings & Delivery Services**

F. Payment for longleaf tubelings will be as follows: The District will pay the Contractor the following amount per 1,000 tubelings (or a pro rata payment thereof for quantities not rounded to 1,000). Payment will be subject to satisfactory inspection and acceptance of the tubelings by a District representative and will be made within 30 days of receipt of an invoice submitted in sufficient detail for a proper pre-audit and post-audit thereof.

Common Name	Minimum Quantity Desired for 2023	Price/M*	Total Cost for 2023
Longleaf Pine	550,000	\$ Price Per One Thousand Tubelings	\$XXX,XXX

\* Grown and extracted price per one thousand tubelings.

G. Payment for delivery services will be as follows: The District will pay the following rates for longleaf pine tubeling delivery\*.

<b>Round-Trip Delivery Cost Per Load</b> (to 6418 E. Highway 20 Youngstown, FL 32466)	<b>Trailer Rental Cost Per Day</b>	<b>Mileage cost adjustment for more or less mileage from Delivery Location</b>
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**\$X,XXX Per Load**

**\$ XX.XX**

**\$ X.XX/Mile**

*\* At its sole discretion, the District may elect to pick up or send a contracted carrier or cooperating partner to pick up the tubelings at the Contractor's nursery.*

#### SECTION 4 – PERFORMANCE BOND

A performance bond in the amount of **\$XX,XXX** (twenty-five percent (25%) of the total cost of the desired longleaf pine tubelings **\$XXX,XXX** as listed on Page 5 of this agreement) with a corporate surety approved by the District, will be required for the faithful performance of this Agreement. A certified Cashier's Check made payable to: "NFWFMD" may be provided to the District in lieu of a surety performance bond.

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

The Contractor will be required to execute this Agreement and provide the performance bond within ten (10) calendar days once the awarded Contractor is notified by the District Project Manager.

#### SECTION 5 – TIME OF PERFORMANCE

- A. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to perform the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Contract Completion Date shall survive termination or expiration of this Agreement.
- B. This Agreement is effective on the date of execution and shall remain in effect through the Term. The District's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and/or approval of the District's annual budget.
- C. The Contractor shall proceed with the Work at such rate of progress to insure full completion within the Delivery Schedule and the Term. It is expressly understood and agreed by and between the Contractor and the District that the Delivery Schedule and the Term are reasonable amounts of time for the completion of the Work, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

#### SECTION 6 – FORCE MAJEURE AND DELAYS

- A. Force Majeure. The Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a *force majeure* event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A *force majeure* event is hereby defined as any one of the following circumstances beyond the control of the 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 Delivery Schedule and the Term include delays due to adverse weather conditions. The District will not grant an extension of time due to adverse weather conditions.
- B. Delay. The Contractor shall not be compensated for delays caused by the 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 two (2) days after the onset of a delay, the District must receive notice in writing from the Contractor of the delay, which shall provide: (i) a detailed description of the delay and its probable duration, (ii) the specified portion of the Work affected, and (iii) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than two (2) days after the inception of the delay shall only be effective as to additional costs or delay incurred during the two-day period preceding receipt of such notice. In the case of a continuing delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay.** If the delay is due to the failure of another District Contractor to complete its work in a timely manner, changes ordered in the Work, a *force majeure* event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Agreement may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

## SECTION 7 – APPROVALS AND NOTICES

- A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in 8.B. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- B. The District's Site Manager for this Agreement is identified below:

**Eric Toole**, or successor  
Northwest Florida Water Management District  
6418 E. Hwy 20  
Youngstown, FL 32466  
Telephone No.: 850-722-9919 or 850-510-3696  
E-mail Address: [Eric.Toole@nfwwater.com](mailto:Eric.Toole@nfwwater.com)

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

**Benjamin Faure**, or successor  
Northwest Florida Water Management District

6418 E. Hwy 20  
Youngstown, FL 32466  
Telephone No.: 850-722-9919 or 850-510-0399  
Fax No.: 850-539-2777  
E-mail Address: [Benjamin.Faure@nwfwater.com](mailto:Benjamin.Faure@nwfwater.com)

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

CONTRACTOR REPRESENTATIVE, or successor  
COMPANY NAME.  
ADDRESS  
CITY, STATE, ZIP CODE  
Telephone No.: XXX-XXX-XXXX  
E-mail Address: <EMAIL ADDRESS>

- C. No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.
- D. The District and the Contractor may, by written order designated to be an Amendment, agree that additional work shall be undertaken within the general scope of this Agreement.
- E. The District shall, at its sole discretion, determine whether the Work has been satisfactorily completed.
- F. The Contractor agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from any act or failure to act by the Contractor, its agents or employees to the extent permitted by Florida law.
- G. The District may unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement.

## SECTION 8 – AMENDMENTS

This Agreement and the documents referenced herein embody the entire agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. Amendments to this Agreement must be made in writing and executed by both parties.

## SECTION 9 – INSURANCE

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit of not less than \$1,000,000; Workers Compensation and Employers Liability, with limits not less than \$1,000,000 for each accident for Bodily Injury by Accident, \$1,000,000 policy limit and \$1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning Work, and all such insurance

policies shall provide for a ten (10) business day notice to the District of cancellation or any material change in the terms of the insurance policies.

### **SECTION 10 – SUBCONTRACTS**

- A. The Contractor shall not subcontract, assign or transfer any Work under this Agreement without the prior written consent of the District which may be withheld by the District in its sole and absolute discretion. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement.
- B. When applicable the Contractor shall cause the names of subcontractor firms responsible for portions of the Work to appear on such Work.
- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District, which approval may be withheld by the District in its sole and absolute discretion.
- 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 indemnify and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

### **SECTION 11 – TERMINATION OF AGREEMENT**

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto. This Section 11 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.
- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed thirty (30) days to resolve deficiencies, disputes, or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new tasks requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason terminate this Agreement at the District's convenience. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the Work and procurement for all materials and services in connection with the Work.
- 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 the 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 Work to anyone other than the District unless authorized in writing by the District, required by Florida Public Records law under Chapter 119, Florida Statutes, or required by court order. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this



Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Chapter 119, Florida Statutes.

#### **SECTION 14 – CHOICE OF LAW/FORUM**

- A. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.
- B. Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

#### **SECTION 15 – PUBLIC CRIMES/DISCRIMINATORY/ANTITRUST VIOLATOR VENDORS**

In accordance with s. 287.133, 287.134, and 287.137, Florida Statutes, a person or affiliate who has been placed on the convicted, discriminatory, or antitrust violator vendor lists may not submit a bid, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO (\$35,000), unless specified otherwise in these statutes. Questions regarding the lists may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to [purchasingcustomerservice@dms.fl.gov](mailto:purchasingcustomerservice@dms.fl.gov).

#### **SECTION 16 – AGENCY INSPECTORS GENERAL**

The Contractor understands and shall comply with s. 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 s. 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 s. 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:
- i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under Chapter 119, Florida Statutes, or as otherwise provided by law.
  - ii. Upon request from the District’s custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, 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.
  - iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Agreement if the Contractor does not transfer the records to the District.
  - iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the Work. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (850) 539-5999; BY EMAIL AT [OMBUDSMAN@NFWATER.COM](mailto:OMBUDSMAN@NFWATER.COM); OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.**



**SECTION 18 – FINANCIAL CONSEQUENCES AND REMEDIES**

- A. Each longleaf pine tubeling order issued includes the Delivery Schedule set forth in Section 1B above. In accordance with s. 287.058(1)(h), Florida Statutes, the District will apply financial consequences for nonperformance as follows:
  - i. If the Contractor fails to deliver the quantity of longleaf pine tubelings ordered to the District within the applicable Delivery Schedule, the price paid per thousand tubelings will be reduced by fifteen percent (15%).
- B. 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 EXHIBIT 1: CONTRACTOR’S BID submitted for ITB No. 23B-003, the District’s Invitation to Bid package, and supporting documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written, between the parties hereto.

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

<CONTRACTOR>

**Northwest Florida Water  
Management District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Lyle Seigler  
Executive Director**

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 1**

**CONTRACTOR'S BID**

*(To be added after contract award)*