

INVITATION TO BID
2023 PERDIDO RIVER/DUTEX SLASH PINE TIMBER THINNING SALE
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(BID NUMBER 23B-006)

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, FL 32333, is soliciting bids to conduct a slash pine timber thinning sale on a per ton basis within two sale units (approximately 158 acres) located in Escambia County, Florida.

The deadline for submission of bids and the opening of the sealed bids is 2:00 P.M. Eastern Time (ET) April 5, 2023. The bid opening is open to the public. Provisions will be made to accommodate those with a disability 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 Information Portal website at: [MyFloridaMarketPlace Vendor Information Portal](#). 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, purchaser, 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 **“2023 PERDIDO RIVER/DUTEX SLASH PINE TIMBER THINNING SALE.”**

1.3 ISSUING OFFICE, DATE AND ITB 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),
APRIL 5, 2023, THE DAY OF THE PUBLIC OPENING.**

1.4 INVITATION TO BID

The District solicits offers for the services of responsible bidders to conduct slash pine timber thinning harvests on a per ton basis (two sale units totaling approximately 158 acres) located in Escambia County, Florida. The selected Contractor(s) will be required to conduct the slash pine timber thinning harvests and pay the District an agreed upon per-ton price for the specified pine timber products.

1.5 AWARDING OF BID

The District anticipates entering into one contract with the bidder who submits the most qualified responsive bids judged by the District to be most advantageous. The District reserves the right to award more than one contract if it is in its best interest.

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

The District reserves the right to reject any and all bids, to negotiate with the qualified Contractor(s) submitting the highest bid(s), 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 s. 255.0991, F.S., the District has no regulation that provides contractor preference as described in that statute.

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

Notice of a bid award shall be posted to the District's website and the State of Florida's Vendor 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 Ch. 112, F.S. 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 directed to the Procurement Officer, Benjamin Faure at Benjamin.Faure@nfwwater.com or 850-722-9919, **no later than 12:00 P.M. (NOON) Eastern Time (ET) on March 22, 2023**. Written 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 1.15 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 **March 15, 2023**, the District issues the Invitation to Bid.
- B. From the time of issuance on **March 15, 2023**, until 12:00 P.M. (NOON) Eastern Time (ET) on **March 22, 2023**, the District will receive inquiries 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), **April 5, 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(s) with the qualified Contractor(s) submitting the highest 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 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.

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 23B-006, 2023 PERDIDO RIVER/DUTEX SLASH PINE TIMBER THINNING SALE TO BE OPENED APRIL 5, 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 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 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) Monday through Friday, 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 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, Bidder Acknowledgement and Bidder Information** by examination of the criteria and specifications, including addenda. After bids have been submitted, respondents shall not assert 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 Bid System website at least ten (10) calendar days before the bid opening date. Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting their bid.

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

1.15 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 PUBLIC CRIMES/DISCRIMINATORY/ANTITRUST VIOLATOR VENDORS

In accordance with sections 287.133, 287.134, and 287.137, F.S., 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, F.S., 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.

1.17 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, F.S., 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.

1.18 INSPECTOR GENERAL COOPERATION

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

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

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

1.21 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 s. 287.042(2)(c), F.S. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Ch. 120, F.S. 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 s. 120.57(3), F.S., 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 Ch. 120, F.S.**

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 PERFORMANCE BOND

A performance bond in the amount of ten percent (10%) 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

Please see the attached draft "**2023 Perdido River/Dutex Slash Pine Timber Thinning Sale**" Agreement for the complete Scope of Services, including all required operations, timber sale locations, specifications, schedules, instructions, and terms and conditions.

PART 3

BID REQUIREMENTS

3.1 RULES FOR THE BIDS

- A. All bids must comply with applicable Florida Statutes, laws, and rules.
- B. All timber will be sold on a per-unit basis. Bids must be submitted on the attached bid form stating the price-per-ton for the designated timber product class. The actual net weight reflected on scale tickets will be the amount to be paid to the District for each ton of timber harvested.
- C. A timber volume estimate by product class for the 2023 Perdido River/Dutex Slash Pine Timber Thinning Sale is included for your information. **The District does not guarantee this information.** It is the Purchaser's responsibility to inspect all areas to ascertain the quantity, quality, and estimated value of the specified timber to be harvested. If assistance with access to the site is required, please contact Dan Wesley at 850-510-0633.
- D. No minimum acceptable bid is published for this pine timber sale project.

- E. The selected respondent 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 respondent to execute the agreement within the timeline above, the District may at its opinion consider the respondent in default, in which case the District may award the bid to another respondent at its sole discretion.
- F. Payments to the District for the timber will be made on a weekly basis for the number of tons represented on weight scale tickets and a daily logging ledger while the logging operation is in progress. **During all timber harvesting operations, the Purchaser will be required to submit weekly records for all timber removed.** All checks must be made payable to the Northwest Florida Water Management District.
- G. The length of the 2023 Perdido River/Dutex Slash Pine Timber Thinning Sale Agreement shall be no more than 180 days (6 months) after the date of Agreement execution. Extensions will be considered only when Acts of God or other extreme contingencies beyond the control of Purchaser prevent Purchaser from completing the harvesting operation during the designated time the Agreement is in effect. Extensions may be considered by the District in the event of extended periods of continuous site saturation. Timber market price fluctuations, mill closures, mill quotas, mill limits, and any other timber marketing conditions or issues **are not conditions** that warrant or justify harvest schedule extensions.
- H. 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 s. 255.0991, F.S., the District has no regulation that provides contractor preference as described in the statute.
- I. **One printed copy** of the bid must be submitted in a properly marked envelope or box in person, by mail, or courier. See PART 1, *Section 1.13 Submission and Withdrawal* of this ITB for further details. The per ton bid amounts must be plainly written or typed and the Bidder's signature is required. Other information to be completed on the Bid Sheet form includes the Bidder's name and title, date, company name, address, phone number, and FEID number. The District reserves the right to reject any bid that is not complete or contains invalid information.
- J. All bids shall be completed and submitted on the attached **Bidder Information, Bid Sheet and Bidder Acknowledgement Form** (PART 5).
- K. 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.

- L. The award hereunder is subject to Ch. 112, F.S. 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 BID BOND

A bid bond will not be required to submit a bid for this timber sale.

3.3 VENDOR REGISTRATION AND W-9 FORMS

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

3.4 VENDOR CHECKLIST

Please review the checklist for this bid (ITB No. 23B-006) 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 15 through 17)**? 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 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

4.1 EVALUATION CRITERIA

Evaluation of the bid materials will be carried out by staff of the Northwest Florida Water Management District using the criteria listed below:

1. The bid will be awarded to the contractor who submits the highest per ton price for each timber sale unit or combination of timber sale units for the **“2023 PERDIDO RIVER/DUTEX SLASH PINE TIMBER THINNING SALE.”**
2. If two or more bids are tied, the tie will be broken by the respondent that proposes to harvest the specified timber in the shortest period of time after bid opening. If the timelines are identical, the following process will be followed: the bid will be awarded to the respondent earning the most points from the following, each being assigned one point for a total of up to three points:
 - a. One point to a respondent that certifies compliance with s. 288.703(1), F.S., as a certified minority business enterprise;
 - b. One point to a respondent that certifies compliance with s. 295.187(3)(a), F.S., as a certified veteran’s business enterprise; and
 - c. One point to a respondent that certifies compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program.
 - d. If there is still a tie, the tie will be broken by lot (for example, coin toss).

PART 5 - BID FORMS

5.1 BIDDER INFORMATION FORM

1. Bidder Information	
Bidder Firm Name:	
Is this firm a certified minority business enterprise as defined in s. 288.703(1), F.S.? If yes, please provide documentation.	Circle One: Yes No
Is this firm a certified veteran's business enterprise as defined in s. 295.187(3)(a), F.S.? If yes, please provide documentation.	Circle One: Yes No
Has this firm implemented a Drug-Free Workplace program in compliance with s. 287.087, F.S.? If yes, please provide documentation.	Circle One: Yes No
2. Bidder Statement of Qualification	
<p>I understand that the above information is required to submit a bid in response to ITB No. 23B-006. By signing this form, I acknowledge that all information is accurate and correct to the best of my knowledge.</p>	
_____	_____
Person Completing Form (print name)	Signature

5.2 BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-006)

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2023 PERDIDO RIVER/DUTEX SLASH PINE TIMBER THINNING SALE
BID NUMBER 23B-006**

In reference to the above captioned timber sale, the undersigned offers to purchase and cut all designated timber to the specifications as stated in this Invitation to Bid and pay the price per ton as designated below:

Product	Estimated Total Tons*	Bid Price/Ton	Estimated Product Value (for Bid Comparison)*
Pine Pulpwood	847	\$ /ton	\$
Pine Chip-N-Saw	1,163	\$ /ton	\$
Pine Saw Timber	2,809	\$ /ton	\$
Estimated Sale Value*			\$

* *These figures are to be used for bid evaluation and comparison purposes only. Payments to the District will be made on a measured per-ton-basis.*

Company Name: _____

5.2 BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-006) (continued)

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for the timber, 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.

I, the undersigned, having read Parts I through VI of this Invitation to Bid, BID NUMBER 23B-006, and the attached draft **"2023 Perdido River/Dutex Slash Pine Timber Thinning Sale Agreement"** and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

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 *Section 1.20* above.

_____ Authorized Bidder Signature	_____ Bidder Title
_____ Bidder Name (Print or Type)	_____ Company Name
_____ Date	_____ Address
_____ Area Code Telephone Number	_____ City State Zip
_____ E-mail Address	_____ Federal Employers Identification (FEID#) (Use SS # if no FEID #)

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

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

Agency Clerk
Northwest Florida Water Management District

PART 6

DRAFT AGREEMENT

6-1 DRAFT 2023 PERDIDO RIVER/DUTEX SLASH PINE TIMBER THINNING SALE AGREEMENT

Please see the attached draft Agreement. This agreement is subject to change subsequent to legal counsel review.

The attached draft Agreement is a sample that includes all timber sale units specified in ITB 23B-006. The final agreement with a Contractor will include only those timber stands awarded to that Contractor. Map numbers will be adjusted accordingly.

**Estimated Timber Weight
2023 Perdido River/Dutex Slash Pine Timber Thinning Sale
158 Acres**

PRODUCT	TONS ²
Pine Pulpwood ¹	847
Pine Chip-N-Saw ¹	1,163
Pine Saw Timber ¹	2,809
TOTAL TONS	4,819

¹ **Estimated Timber Weight**” is total stand roundwood timber volume based on a strata-level timber cruise performed in 2014 or later and modeled timber growth. This estimate does not account for hurricane damage or other tree mortality or conditions that would impact typical tree growth. The District does **NOT** guarantee this information.

**NORTHWEST FLORIDA
WATER MANAGEMENT DISTRICT**

**2023 PERDIDO RIVER/DUTEX
TIMBER SALE AGREEMENT**

AGREEMENT No. 23-XXX

This Agreement (the "Agreement") is made between the Northwest Florida Water Management District (hereinafter called the "**District**"), and <Insert Company Name> (hereinafter called the "**Contractor**"). The District and the Contractor agree as set forth below:

SECTION 1 – SCOPE OF SERVICES

A. General

1. For and in consideration of the promises and agreements hereinafter contained, the District agrees to sell and permit the Contractor to harvest, and the Contractor agrees to purchase, harvest and remove such cut timber specified in this Agreement (the "Work"), subject to the provisions herein.
2. 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. The Work and deliverables rendered shall be provided in accordance with the Contractor's bid response submitted under Invitation to Bid (ITB) 23B-006 entitled "**2023 PERDIDO RIVER/DUTEX SLASH PINE TIMBER THINNING SALE**" set forth in EXHIBIT 1 attached hereto and incorporated herein by reference.
3. The contract documents ("Contract Documents") which make up this Agreement consist of: (i) this Agreement document, (ii) Invitation to Bid No. 23B-006, (iii) Contractor's bid response, (iv) technical specifications, (v) all addenda issued prior to the execution of this Agreement, (vi) the bid submitted by the Contractor, and (vii) all modifications issued subsequent thereto. These Contract Documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.
4. All Work shall be performed in accordance with the specifications and requirements contained herein, including but not limited to the Scope of Work, Technical Specifications and General Instructions sections below.

B. Scope of Work

1. The Work sale shall also be known as the **2023 PERDIDO RIVER/DUTEX SLASH PINE TIMBER THINNING SALE**.

2. The sale area (“Sale Area”) of 158 acres more or less, within lands owned by the District, is located in the following areas and consists of the following approximate acreages:

TIMBER SALE UNIT & MAP NUMBER	NFWWMD HARVEST STAND NUMBERS	COUNTY	SECTION; TOWNSHIP; RANGE	ACRES
1	1206004	Escambia	S26; T2S; R31W	66
2	1206005	Escambia	S26; T2S; R31W	92
TOTAL				158

C. Technical Specifications

The Contractor hereby agrees to conduct the Work within the Sale Area as delineated in Section 1-B, Scope of Services, in accordance with the specifications below. The Sale Area is located in Escambia County, Florida and the Harvest Stands are delineated on Exhibit Map A and Exhibit Map 1.

REQUIRED OPERATIONS/SALE UNIT DESCRIPTIONS

TIMBER SALE UNIT & MAP NUMBER	NFWWMD HARVEST STAND NUMBERS	HARVEST METHOD	ACRES	SPECIES	AGE
1	126004	Logger Select	66	Slash Pine	38
2	126005	Logger Select	92	Slash Pine	45
			158		

D. General Instructions

A logger select harvest regime will be utilized in the selected stands leaving an uneven age stand with a target basal area of 30 remaining after harvesting is complete. . All sale boundaries will be designated by pink flagging tape prior to the start of the work.

The PURCHASER must employ loggers who are capable of implementing the selection criteria. **The Target Basal area desired, and trees per acre desired for each stand after thinning, are listed in the table below:**

Stand Number	Acres	Basal Area Desired (ft ² /ac.)	Trees/Acre Desired
126004	66	30	30-50
126005	92	30	30-50
540			

The PURCHASER is responsible for overseeing and monitoring harvest operations to ensure that the residual basal area and residual number of trees per acre fall within the ranges specified above. DISTRICT staff will perform contract compliance inspections but will not be responsible for logger training, harvest check plots and harvest strategy adjustment.

Trees within the harvest stand are not marked. A mandatory pre-harvest meeting will be required for each area to assess site conditions and determine which rows will be the “take-out” rows.

E. Harvesting Operations

1. The Contractor must exercise care to prevent damage to all residual trees located within the pine timber thinning harvest stands. Special care shall be given to prevent any damage to any longleaf pine trees not designated for harvest by the District.
2. The Contractor or its representative must have a conference with the Project Manager, Mr. Benjamin Faure or his representative (hereinafter collectively called the “Project Manager”) before Work begins. This conference is to provide each party an opportunity to discuss the details of the Agreement, logging plans, roads to be used for hauling, and other matters pertinent to the Work.
3. Timber shall be merchandized to the following product specifications:

PRODUCT	DBH MIN. (INCHES)	DBH MAX. (INCHES)	TOP DIAMETER (INCHES)	MIN. LENGTH (FEET)
Pulpwood	4.6”	NA	3.0”	16’
Chip-N-Saw	7.6”	10.5”	4.0”	25’
Sawtimber	10.6”	NA	8.0”	16’

4. The acreage to be harvested is within a wetland. Rutting within wetlands soils is unacceptable. Harvesting shall be conducted in a manner to minimize the rutting of wetland soils. If rutting occurs all timber harvest within that area shall cease until soil conditions allow harvesting without impacting the wetland soils. Harvesting may still occur on adjacent drier areas until it is safe to harvest the trees within the wetter areas without rutting.
5. Stumps shall be cut as close to the ground as possible and shall not be higher than six inches (6") above the ground except where otherwise authorized by the Project Manager.
6. Title to all designated trees left standing and all portions of trees felled but not utilized prior to the conclusion of the Project Schedule, or any extensions thereof, shall remain with the District.
7. All other timber in the Sale Area not designated in accordance with the Scope of Work and Technical Specifications is excluded from this sale. All dead stump wood and lighter wood in the Sale Area is also excluded from this sale.
8. No tops, limbs or butts shall be left within three feet (3') of living trees. All "lodged" trees shall be freed and removed the same day such "lodging" occurs.
9. Due care shall be exercised against starting and spreading fires during the cutting operations by Contractor and/or its employees and subcontractors. The Contractor shall be held liable for all damages caused by such fires.
10. All utility lines, ditches and fences located within or immediately outside the exterior boundaries of the Sale Area shall be protected from damage by the Work; and if damaged, shall be repaired immediately by and at the expense of the Contractor. The Project Manager may require the Contractor to move fences from one location to another without compensation, if in the Project Manager's judgment that fence movement is necessary to avoid risk or damage from the Work.
11. The Project Manager shall approve or designate the location of all loading ramps. Loading of log trucks is not permitted on paved or graded roads. The District reserves the right to designate location of skid trails. All skid roads shall be located to avoid damage to residual trees, reproduction, soil, wetlands, streams and lakes, and shall be prohibited from sensitive areas. The Project Manager will inspect the Sale Area to identify and determine any sensitive areas that may be excluded as a skid trail.
12. Skidding trees down roads, trails (including but not limited to designated recreational trails that traverse the Sale Area), and fire lines is prohibited. These areas will also be kept free of logs, tops, brush, and debris resulting from the Work, and any road, trail, designated recreational trail, or firebreak used by the Contractor in connection with the Work that is damaged, as determined by the District in its sole discretion, beyond ordinary wear and tear by the Contractor's or any subcontractor's use, shall be repaired promptly by the

Contractor at the Contractor's expense to original conditions. The District retains the right to close down the Work in inclement weather if damage to roads or to the Sale Area is deemed by the Project Manager to be too severe. The Contractor shall also protect from damage all painted boundary trees.

13. When the Contractor deems it necessary to mark any trees in the Sale Area for product designation or any other purpose, it will not use the same color of flagging and/or paint as that used by the District.
14. Standing timber not included in the Sale Area will not be used in any manner to facilitate the Work.
15. The decision of the District shall be final in the interpretation of provisions of this Agreement.
16. The Contractor shall be responsible for keeping the Sale Area, including but not limited to the loading ramps, free from any litter, such as oil cans, drums, paper, and other refuse. If such refuse is not disposed of during the Work, the Contractor shall clean it up upon completion of the Work.
17. The Contractor shall notify the Project Manager at least two (2) working days prior to completion of Work on each Unit so a compliance inspection can be conducted.
18. All Work may be suspended by the Project Manager after written notice has been delivered to the Contractor if the conditions and requirements contained in this Agreement are not complied with. Failure to comply with any of the conditions and requirements of this Agreement shall be sufficient cause for termination of this Agreement and the cancellation of all agreements with the Contractor for other uses of District-owned lands.
19. The Contractor agrees to have a representative (the "Master Logger") to provide routine onsite supervision of the Work who has completed the Florida Master Logger training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative. The Master Logger will maintain such training certification at all times during the Project Schedule. Additionally, the Master Logger will schedule weekly on-site cutting inspection visits to the Sale Area in conjunction with the Project Manager to assure compliance with Florida's Silviculture Best Management Practices. The Master Logger shall be responsible for ensuring that all logger-select thinning is being performed in accordance with the Technical Specifications and General Instructions set forth above.
20. The Contractor must adhere to and implement all federal, state, and local environmental laws and regulations as well as any applicable best management practices for silvicultural operations as outlined in the latest version of the Florida Silviculture Best Management

Practices Manual. The Contractor is responsible for securing any forestry authorizations that may be required under Chapter 40A-44, Florida Administrative Code, and/or any other local, state, or federal permit or authorization that may be required to conduct the Work.

21. The Contractor shall accept roads in their present condition and accept responsibility and expenses for any improvements in roads necessary to complete the Work. During performance of the Work, the Contractor shall maintain all roads in a usable condition, suitable for the vehicular traffic to which the road is normally subjected. The Contractor is solely responsible for maintaining the roads and making them serviceable prior to beginning the Work, as approved by the District. Rutted roads will be back bladed by the Contractor upon completion of the Work and when requested by the Project Manager during the Work. Any damage to low water crossings will be remediated and returned to pre-harvesting condition. The District retains the right to close down the Work in inclement weather if damage to roads is deemed by the Project Manager to be too severe. **The Contractor may use privately maintained roads only after obtaining written permission from the road owner(s) or road maintenance entity, which must be provided to the District prior to using the road. The District shall not be responsible for damages or impacts to privately maintained roads resulting from the Contractors Work.**
22. The Contractor shall pay triple stumpage to the District for any un-marked longleaf trees harvested or damaged by the Contractor. Damage to or destruction of young longleaf pine regeneration, especially to young longleaf pine regeneration located adjacent to Harvest Stand boundaries, will result in forfeiture of the Performance Bond. Inadvertent damage to longleaf trees may be waived at the discretion of the Project Manager.
23. Maintenance of equipment may be conducted on District land only if used oil, hydraulic oil and all other disposable products are captured and properly contained, removed from District land, and properly disposed of. All product containers are to be removed from District land, especially tubes from grease guns and oil/hydraulic fluid containers. Small oil leaks must be fixed immediately upon discovery and before continuing Work. Petroleum-based fluid spills 5 (five) gallons or greater in a concentrated spot shall be reported to the District and cleaned up properly. Petroleum-based fluid spills that are 25 gallons or greater must be reported to the Florida Department of Environmental Protection (“DEP”) with a field inspection made by DEP, and the Contractor must handle such spills according to DEP instructions. Petroleum-based fluid spills smaller than 5 (five) gallons must also be reported to the District, treated with appropriate absorbent and/or other neutralizing agent, and followed by removal and proper disposal of affected soils. Spills must not be buried with soil and/or sand and left untreated. The Contractor shall shut down and cease using equipment that constantly leaks fluid and/or causes other problems, as determined by the District in its sole discretion, until such equipment is repaired and the Contractor may be required by the District, in its sole discretion, to remove the problem equipment from District land.

24. To minimize the possibility of transporting and spreading exotic plant species, harvesting equipment and skidders must be cleaned of all dirt and plant material prior to moving onto District land, prior to moving to a new Harvest Stand, and again prior to departing the Sale Area.
25. Gates/cables must be closed and locked at the end of each workday. A \$50 penalty shall be paid by the Contractor for each occurrence of gates/cables left unlocked or open, or for unauthorized change of locks or access.
26. Hauling entry and exit points onto public roads will be specified by the Project Manager for each Harvest stand. The Contractor is required to provide a minimum of two (2) signs stating: "Trucks Entering and Leaving Highway" (or similar acceptable language) and place the signs in appropriate locations.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work provided to the District under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies caused by the Contractor and identified by the District in reports, drawings, and in conjunction with all Work provided for under this Agreement.
- B. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor's negligent performance of any Work furnished under this Agreement.
- C. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or 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, F.S., expenditure of District funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.
- G. The Contractor represents that it and any of its affiliates are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to s. 287.135, F. S., the District may immediately terminate this Agreement at its sole option if the 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, F.S. Pursuant to s. 287.135, F. S., 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 s. 287.135(8), F. S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

SECTION 3 – TRUTH-IN-NEGOTIATIONS

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

SECTION 4 – COMPENSATION/PAYMENT

- A. The Contractor agrees to complete the Work in strict accordance with all conditions and requirements contained herein.
- B. The Contractor agrees to pay the District \$ _____ per ton for all pine pulpwood, \$ _____ per ton for all pine chip-n-saw, \$ _____ per ton for all pine saw timber as described in Section 1
- C. The Contractor will submit weight scale tickets, a weekly Logging Diary (see Exhibit 2 attached), and payment to the District on a weekly basis, while the Work is in progress. Payment will be based on the total net weight for all scale tickets for all timber removed within a calendar week. A dated weight scale ticket from a state certified scale, which includes gross, tare, and net weights must be presented for each load removed from the Sale Area and appearing on the logging diary. The Logging Diary will be inspected and verified by the District staff throughout performance of the Work. Scale tickets and diaries are due to the District no later than Wednesday of the of the week following the date of the scale ticket. No deductions will be allowed on scale tickets without approval in advance from the District.

- D. The Contractor will be provided with an adequate amount of three-part (District Copy/Driver Copy/Load Copy) NFWWMD Haul Tickets and weekly harvesting Logging Diary production ledgers for the Work by the Project Manager. Each load of timber removed will have a NFWWMD Logging Haul Ticket assigned to that load. The District Copy will be handled as directed by the Project Manager. Each Driver Copy will be returned to the DISTRICT along with the corresponding market weight scale ticket for all loads removed during each week. In addition, each weekly wood settlement report will have a copy of that harvesting operation's weekly Logging Diary attached. Each Load Copy will be attached to a log on the outer part of the load directly behind the driver.
- E. The Contractor agrees to participate in direct deposit/electronic funds transfer (EFT) payments to the District for all timber settlements. The EFT deposit shall be received by the District for the appropriate wood settlement payment on a weekly basis while the Work is in progress, within ten (10) calendar days following the end of a harvest week.
- F. Title to all timber included in this Agreement shall remain with the District until it has been paid for.

SECTION 5 – PERFORMANCE BOND

- A. Upon execution of this Agreement, the Contractor shall furnish a company check, cashier's check, money order, or surety bond (the "security deposit" or "Surety Bond" as the case may be) to serve as a Performance Bond, in the amount of <Insert Amount> (ten percent (10%) of the combined Estimated Total Product Value of all Timber Sale Units included in this Agreement), the receipt of which is hereby acknowledged. The estimated timber weights provided on Page 18 of ITB 23B-006 have been utilized to calculate the Performance Bond amount by multiplying the Contractor's per ton bid for each awarded stand X the stand estimated timber weight X 0.10.
- B. If a security deposit is provided by the Contractor as the Performance Bond, the security deposit shall be returned to Contractor at the conclusion of the Project Schedule (defined below) provided all of its terms of this Agreement have been complied with to the satisfaction of the District.
- C. If a Surety Bond is provided by the Contractor as the Performance Bond, it shall include a provision whereby the surety company waives notice of any alteration to this Agreement or extension of the Project Schedule made by the District. The Surety Bond will remain in force beyond the Project Schedule in accordance with any extension granted by the District.
- D. The security deposit or Surety Bond, as the case may be, shall, upon failure of the Contractor to fulfill all conditions and requirements herein or made a part hereof, be retained by the District to be applied to satisfy the Contractor's obligations hereunder.

SECTION 6 – TIME OF PERFORMANCE; PROJECT SCHEDULE

- A. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Project Schedule shall survive termination or expiration of this Agreement.
- B. This Agreement is effective on the last date of execution by a party and shall remain in effect through the end of the Project Schedule.
- C. The Contractor shall proceed with the Work at such rate of progress to insure full completion within the Project Schedule. It is expressly understood and agreed by and between the Contractor and the District that the Project Schedule is a reasonable amount of time for the completion of the Work hereunder, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.
- D. If the Contractor shall fail to complete Work within the Project Schedule, or extension of time granted by the District, then the Contractor shall be in default.
- E. **Project Schedule:** means from the date this Agreement is last signed through October 31, 2023.

SECTION 7 – FORCE MAJEURE

- A. Force Majeure. Neither the Contractor nor the District shall be responsible for a delay in its respective performance under this Agreement if such delay is caused by acts of God, fire, flood, named storms, war, terrorist attacks, strikes, lockouts, acts or intervention of governmental agencies or authorities, court orders, and governmentally declared pandemics, epidemics, health emergencies, plague, quarantine and travel restrictions.

SECTION 8 – APPROVALS AND NOTICES

- A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed below. If sent by electronic mail, notices shall be considered delivered at 5:00 PM on the day sent, or 9:00 AM the following day if sent after 5:00 PM. If sent via other means authorized by this paragraph, notices shall be considered delivered when reflected by 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:

Dan Wesley, or successor,
Northwest Florida Water Management District
5453 Davisson Rd.
Milton, FL 32583

Telephone No.: 850-626-3101 or 850-510-0633

E-mail Address: Dan.Wesley@nwfwater.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

E-mail Address: Benjamin.Faure@nwfwater.com

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

[Contractor's Project Manager's Name], or successor

[Company Name]

[Office or Program Name, if applicable]

[Mailing Address]

[City, State and Zip]

Telephone No.: XXX-XXX-XXXX

E-mail Address: XXXXXXXXXXXX

D. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.

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

F. The District shall, in its sole discretion, determine whether the Work has been satisfactorily completed.

SECTION 9 – INSURANCE

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

SECTION 10 – SUBCONTRACTS

- A. The Contractor shall not subcontract, assign or transfer any Work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor’s proposal for this Agreement are pre-approved for use under this Agreement and any Change Order Amendment.
- B. The Contractor shall cause the names of subcontractor firms responsible for portions of the Work to appear on such Work.
- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all subcontracts within ten (10) days after the effective date thereof.
- D. The Contractor agrees to be responsible for the fulfillment of all Work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.
- E. The Contractor will abide by and assist the District in satisfying and complying with all applicable federal, state and local laws, rules, regulations and guidelines, executive orders and policies related to performance under this Agreement.

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 Ch. 120, F.S.
- 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 Work requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason terminate this Agreement at the District’s convenience and sole discretion. Upon receipt of such notice, the Contractor shall, unless the

notice directs otherwise, immediately discontinue the Work and procurement for all materials and services in connection with the performance of this Agreement.

- D. Upon Termination in any event, 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 District shall be compensated for all Work completed as of the date of termination.

SECTION 12 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. The Contractor will provide the District with any and all reports, plans, models, geographic information system data, studies, maps, or other documents resulting from Task Orders and associated detailed scope of services and schedule. Unless otherwise specified, all written materials, documents, plans, model results, and maps shall be submitted to the District in editable electronic format by the Contractor, and hard copies shall be provided as requested by the District. All digital photos, graphics, and maps shall be of sufficient quality to be reproducible.
- B. The Contractor shall be responsible for the validation of all field and analytical data collected by the Contractor and shall be responsible for the accuracy of all reports submitted to the District.
- C. 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.
- D. 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 Scope 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.
- E. 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. Contractor shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

SECTION 13 – RELEASE OF INFORMATION

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by the District, required by Florida Public Records law under Ch. 119, F.S., 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 Ch. 119, F.S.

SECTION 14 – CHOICE OF LAW/FORUM

The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in state court in Leon County, Florida. The parties hereby agree to waive any rights they may have to file or remove an action to any U.S. district court.

SECTION 15 – PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list pursuant to s. 287.133, F.S. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity pursuant to s. 287.134, F.S. 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.

- C. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity, may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity, pursuant to s. 287.137, F.S. The Florida Department of Management Services is responsible for maintaining the antitrust violator list and is to post the list on its website starting January 1, 2022. Questions regarding the antitrust violator vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to purchasingcustomerservice@dms.myflorida.com.

SECTION 16 – AGENCY INSPECTORS GENERAL

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

SECTION 17 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

- A. The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. Contractor shall comply with Florida Public Records law under Ch. 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in s. 119.011(12), F.S. Contractor shall keep and maintain public records required by the District to perform the Work.
- 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 Ch. 119, F.S., and Section 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of “Contractor” found in s. 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services

with a public agency and is acting on behalf of the public agency], then the following requirements apply:

- i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the 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 Ch. 119, F.S. or as otherwise provided by law.
- ii. Upon request from the District's custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
- iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during the Project Schedule, any extension thereof, and following termination or expiration of this Agreement if the Contractor does not transfer the records to the District.
- iv. Upon termination or expiration of this 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 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 CH. 119, F.S., OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (850) 539-5999; BY EMAIL AT OMBUDSMAN@NFWATER.COM; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.

SECTION 18 – FINANCIAL CONSEQUENCES AND REMEDIES

- A. The Contractor shall complete all Work within the Project Schedule. All timber harvested after the conclusion of the Project Schedule shall be assessed Financial Consequences consisting of a two percent (2%) increase in the per ton price paid to the District. An amendment to the Agreement shall also be required for timber harvest to occur after the conclusion of the Project Schedule.

- B. Undesignated live or dead trees which are cut or otherwise injured by the Contractor's performance of the Work shall be paid for by the Contractor at triple stumpage, based on a stump cruise by the District, provided such payment shall not release the Contractor from liability for any damage accruing to the District, other than for value of said trees. Triple stumpage is based on the selling price set forth herein, as determined by the District in its sole discretion. The Project Manager or his representative will be the sole authority in determining the extent of trees qualifying as cut or otherwise injured by Contractor. The Project Manager may, at his/her discretion, waive accidental damage to small amounts of excluded timber.
- C. The Contractor shall be responsible for any and all damage to telephone lines, ditches, fences, roads, trails, firelines, culverts, and other improvements resulting from the Work. The determination of such damage shall be made by the District in its sole discretion, and the cost of any repair of such damage shall be paid by the Contractor, including but not limited to a deduction from the Surety Bond or security deposit held by the District
- D. 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 – INSPECTION AND VALUE

The Contractor certifies that, in signing this Agreement, it has diligently inspected the Harvest Stands and forest products which are subject to this Agreement and has informed and satisfied itself as to their quantity, quality, and specification as shown in the **Invitation to Bid** and value, all as to which the District makes no representation.

SECTION 21 – OTHER RIGHTS AND RESPONSIBILITIES

- A. A license for ingress, egress and regress to and from the Sale Area is hereby granted to the Contractor during the Project Schedule. The District reserves the right to regulate or prohibit ingress and egress and designate or approve the location of any new roads across and upon District land.
- B. The Contractor, in exercising the rights herein granted, shall not in any way interfere with the use by the District of said land or with the use by other lessees, licensees, contractors

or agents of the District of any portion of said land under rights heretofore or hereafter granted to them by the District. This Agreement is subject to any such rights and to such easements as may exist over, upon or across the lands described herein.

SECTION 22 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This Agreement, including EXHIBIT 1: CONTRACTOR’S BID submitted for ITB No. 23B-006, the District’s Invitation to Bid package, Exhibit Maps and supporting documents, and any other Contract 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.

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.

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

<Insert Contractor Name>

**Northwest Florida Water
Management District**

By: _____
Print Name: _____
Print Title: _____
Date: _____

By: _____
Lyle Seigler
Executive Director
Date: _____

EXHIBIT 1

CONTRACTOR'S BID

(To be added after contract award)

Exhibit 2

2023 Perdido River/Dutex Slash Pine Thinning Timber Sale
<INSERT COMPANY NAME> WEEKLY LOGGING DIARY

LOGGING CONTRACTOR: _____

UNIT NAME: _____

WEEK ENDING: _____

CREW LEADER: _____

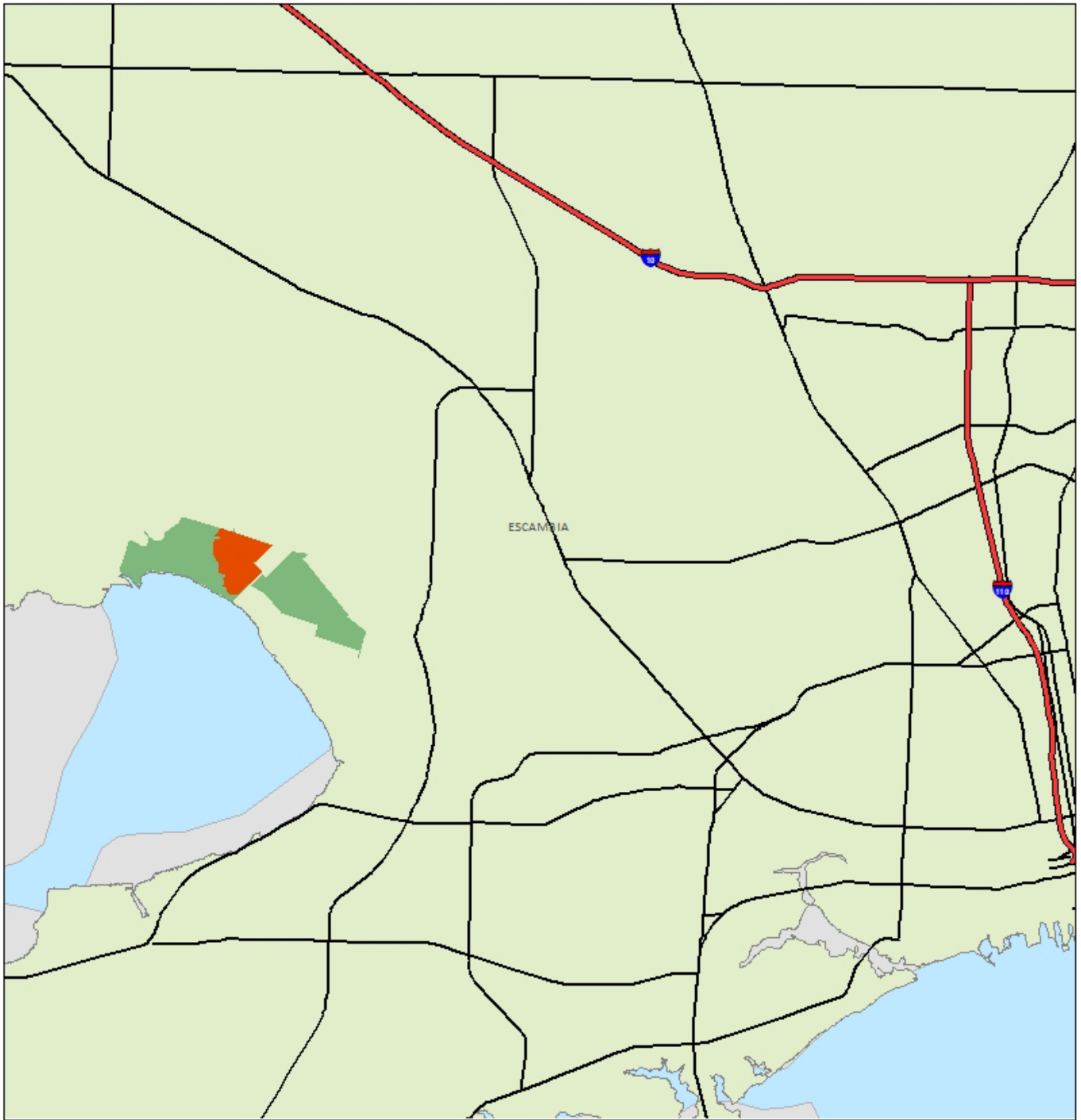
Date	Time	Trailer #	Product Code*	Destination	NFWFMD Load Ticket #	Scale Ticket #	Net Tons	Driver

Contractor or Authorized Representative Signature: _____

I hereby certify the above information is true and correct.

***PRODUCT CODES: PW = Pulpwood; CNS = Chip N Saw; ST = Saw Timber**

Exhibit Map A



General Location Map
2023 Perdido River/Dutex Slash Pine Thinning Timber Sale
Perdido River Water Management Area
Escambia County, Florida
158 Acres

Legend:
Harvest Area (Orange)
District Lands (Green)

Scale: 0 1.5 3 6 Miles

North Arrow (N)




Exhibit Map 1



-  Access Point
-  Harvest Area
-  District Lands

2023 Perdido River/Dutex Slash Pine Thinning Timber Sale
Perdido River Water Management Area
Section 26, T2S, R31W
Escambia County, Florida
158 Acres

