

INVITATION TO BID
2023 SAND PINE ERADICATION SERVICES
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(BID NUMBER 23B-007)

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, Florida 32333-4712, is soliciting bids for **2023 Sand Pine Eradication Services** on a per acre basis on approximately 1,503 acres in Bay and Washington counties, Florida. This work entails the use of hand crews utilizing grass trimmers with blades, chainsaws, machetes, bush hooks, or similar cutting devices. Wheeled or tracked equipment may **not** be used to conduct the specified sand pine eradication operations.

The deadline for submission of bids and the opening of the sealed bids is 2:00 P.M. Eastern Time (ET) April 12, 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.

Table of Contents

	PAGE
PART 1 GENERAL INFORMATION	
1.1 Definitions	4
1.2 Purpose	4
1.3 Issuing Office, Date and Location of Opening	4
1.4 Invitation to Bid	4
1.5 Awarding of Bid	4
1.6 Development Costs	5
1.7 Conflict of Interest	5
1.8 District Forms and Rules	5
1.9 Oral Presentations	5
1.10 Inquiries	5
1.11 Timetable	6
1.12 Delays	6
1.13 Submission and Withdrawal	6
1.14 Addenda	8
1.15 Equal Opportunity	8
1.16 Public Crimes/Discriminatory/Antitrust Violator Vendors	8
1.17 Scrutinized Companies, Boycotting	8
1.18 Inspector General Cooperation	9
1.19 Compliance with Health and Safety Regulations	9
1.20 Insurance	9
1.21 Prohibited Contact	10
1.22 Specification and Award Protest	10
1.23 Publicity	10
1.24 Waiver of Minor Irregularities	10
1.25 Cooperative Purchasing	10

Table of Contents (continued)

	PAGE
1.26 Performance Bond	10
PART 2 SCOPE OF SERVICES	11
PART 3 BID REQUIREMENTS	12
3.1 Rules for the Bids	12
3.2 Bid Bond	13
3.3 Vendor Registration and W-9 Forms	13
3.4 Vendor Checklist	13
PART 4 EVALUATION OF BIDS	14
PART 5 BID FORMS	15-18
PART 6 DRAFT AGREEMENT	19

PART 1

GENERAL INFORMATION

1.1 DEFINITIONS

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

1.2 PURPOSE

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, (hereinafter referred to as the “District”) is issuing this Invitation to Bid (ITB) for the project titled “**2023 SAND PINE ERADICATION SERVICES.**”

1.3 ISSUING OFFICE, DATE AND LOCATION OF OPENING

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

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:00 P.M. EASTERN TIME (ET),
April 12, 2023, THE DAY OF THE PUBLIC OPENING.**

1.4 INVITATION TO BID

The District solicits offers for the services of responsible bidders to perform “**2023 Sand Pine Eradication Services**” on a per acre basis on approximately 1,503 acres in Bay and Washington counties, Florida. This work entails the use of hand crews utilizing grass trimmers with blades, chainsaws, machetes, bush hooks, or similar cutting devices.

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(s) submitting the lowest 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 provided in writing and emailed to the Procurement Officer, Benjamin Faure at Benjamin.Faure@nwfwater.com, **no later than 12:00 P.M. (NOON) Eastern Time (ET) on March 23, 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 1.14 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 16, 2023, the District issues the Invitation to Bid.
- B. From the time of issuance on March 16, 2023, until 12:00 P.M. (NOON) Eastern Time (ET) on March 23, 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), April 12, 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 mail delivery to the District is not always by 2:00 P.M. Eastern Time.

Bids not submitted to this address do not constitute “delivery” and are not considered “received by” the District as required by this ITB. Submittal of bids other than in person, by mail, or courier such as UPS, etc. shall not be accepted.

Respondents shall submit one printed copy of the bid in a sealed, opaque envelope or box. **The face of the envelope or box shall state in capital letters:**

“SEALED BID FOR ITB 23B-007 2023 SAND PINE ERADICATION SERVICES TO BE OPENED, APRIL 12, 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, 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 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 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 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.

1.26 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

The District has identified 1,503 acres of sand pine to be removed for the purpose of developing a more open longleaf pine/wiregrass community. As part of the District's program to restore natural communities, offsite pine and competing native hardwood species must be managed and removed from upland areas that are being restored to longleaf pine and wiregrass. The offsite pine and various native hardwoods compete with the longleaf pine for nutrients and sunlight and allowing these trees to remain on site will cause adverse competition for the longleaf pine trees and understory vegetation and would adversely impact the District's efforts to restore this natural community.

Please see the attached draft "**2023 Sand Pine Eradication Services Agreement**" for the complete description of the Work including all required operations, stand locations, specifications, schedules, instructions, and terms and conditions.

Photographs of Existing Condition

Representative photographs of existing stand conditions for each stand is located below on pages 24 through 27 of the Draft Agreement.

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** must be submitted in a properly marked envelope or box in person, by mail, or commercial courier. See PART 1, *Section 1.13 Submission and Withdrawal* of this ITB for further details.
- C. All bids shall be completed and submitted on the attached **Bid Sheet, Bidder Acknowledgement and Bidder Information** (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, Bidder Acknowledgement and Bidder Information** (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 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.
- H. 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.
- I. The District reserves the right to reject any and all bids, to negotiate with the qualified respondent submitting the highest 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 s. 255.0991, F.S., the District has no regulation that provides contractor preference as described in the statute.

3.2 BID BOND

A Bid Bond will not be required to submit a bid for ITB 23B-007.

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-007) 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 Sheets, Bidder Acknowledgement and Bidder Information (pages 15 through 18)**? Have you verified all amounts to ensure that they are complete and accurate?
- If a conflict of interest exists as described in *Section 1.7 Conflict of Interest*, have you included a statement of disclosure?
- Have you selected the method of shipping (in person, by mail, or commercial courier) that will ensure that your bid will arrive before the deadline?
- Is your envelope properly marked and is there one printed copy of the bid included? See *Section 1.13 Submission and Withdrawal* of this ITB for further details. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your bid is opened prior to the designated date and time, it cannot be considered.

PART 4

EVALUATION OF BIDS

4-1 EVALUATION METHOD AND CRITERIA

2023 SAND PINE ERADICATION SERVICES

The District will evaluate all bids and anticipates awarding the “**2023 Sand Pine Eradication Services**” to one contractor based upon the lowest lump sum amount bid for all services.

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 lowest total lump sum amount for the completion of all Work for the “**2023 SAND PINE ERADICATION SERVICES.**”
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 BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-007)

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2023 SAND PINE ERADICATION SERVICES
BID NUMBER 23B-007**

County	Stand #	Section	Township	Range	Acres	Bid/Acre	Total Bid
Washington	1	18	1N	13w	33	\$	\$
Washington	2	14/15	1N	14W	324	\$	\$
Bay/ Washington	3	31/6	1N/1S	13W	464	\$	\$
Washington	4	28/33	1N	14W	365	\$	\$
Washington	5	33	1N	14W	153	\$	\$
Bay	6	6	1S	13W	9	\$	\$
Bay	7	7	1S	13W	155	\$	\$
				Total Acres	1,503		
GRAND TOTAL STANDS 1 THROUGH 7							\$

**Grand Total Lump Sum Bid Amount for Sand Pine Eradication Services on
1,503 Acres: \$ _____**

Bidder Signature

Date

Agency or Business Name

5-1 BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-007) (continued)

a) Business Name and Address:

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

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

<u>Name</u>	<u>Address</u>	<u>Type of Firm</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

d) List of similar pine/hardwood tree eradication projects that you completed within the past 12 months:

<u>Date</u> <u>(Month/Year)</u>	<u>Location</u> <u>(County/State)</u>	<u>Number</u> <u>of Acres</u>	<u>For Whom</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5-1 BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-007) (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-007, and the attached draft “**2023 Sand Pine Eradication Services 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 1-18* 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 NFWFMD 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

5-2 BIDDER INFORMATION FORM

1. Bidder Information	
Bidder Firm Name:	
Is this firm a certified minority business enterprise as defined in section 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 section 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 section 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-007. 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>

PART 6
DRAFT 2023 SAND PINE
ERADICATION SERVICES AGREEMENT

6-1 DRAFT 2023 SAND PINE ERADICATION SERVICES AGREEMENT

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

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

AGREEMENT No. 23-XXX

2023 SAND PINE ERADICATION SERVICES AGREEMENT

This Agreement is made this _____ day of _____, 2023, by and between the Northwest Florida Water Management District (hereinafter called the "District"), and <INSERT VENDOR NAME>. (hereinafter called the "Contractor"). The District and the Contractor agree as set forth below:

ARTICLE 1

Contract Documents

The contract documents which make up this Agreement consist of this Agreement document, Exhibit maps, Invitation to Bid No. 23B-007, Bidders 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.

ARTICLE 2

Description of Work

- A. This project will be known as the “**2023 SAND PINE ERADICATION SERVICES PROJECT**” and consists of eradication of sand pine occurring within longleaf pine habitat restoration sites (the “Work”) on approximately 1,503 acres.
- B. Individual eradication stand locations and acreage information to conduct the Work is listed below.

The Work- Sand Pine Tree Eradication Treatment Locations and Acreages

County	Stand #	Section	Township	Range	Acres	Approx. Stems Per Acre (average)
Washington	1	18	1N	13W	33	1000
Washington	2	14/15	1N	14W	324	1000

Bay/ Washington	3	31/6	1N/1S	13W	464	1000
Washington	4	28/33	1N	14W	365	1200
Washington	5	33	1N	14W	153	500
Bay	6	6	1S	13W	9	900
Bay	7	7	1S	13W	155	50
PINE TREE ERADICATION TREATMENT ACREAGE					1,503	

County	Stand #	Acres	Approx. Stems Per Acre (Average)	Treatment Activity Summary**
Washington	1	33	1,000	Cut Down All Sand Pine
Washington	2	324	1,000	Cut Down All Sand Pine
Bay/ Washington	3	464	1000	Cut Down All Sand Pine
Washington	4	365	500	Cut Down All Sand Pine
Washington	5	153	500	Cut Down All Sand Pine
Bay	6	9	900	Cut Down All Sand Pine
Bay	7	155	120	Cut Down All Sand Pine
Total Acres		1,503		

***All work shall be performed in accordance with Article 6 – Work Technical Specifications.*

ARTICLE 3

Responsibilities of Contractor

A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work provided to the District under the terms of this Agreement. The

Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the District in reports, drawings, and in conjunction with all Work provided for under this Agreement.

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

operations in Cuba or Syria during the term of this Agreement. As provided in subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

ARTICLE 4

Insurance

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 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; Bodily Injury by Disease \$1,000,000 each employee. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for 10 business days' notice to the District of cancellation or any material change in the terms of the insurance policies.

ARTICLE 5

Terms of Agreement

The Work shall begin upon contract execution and extend through September 30, 2022 (the "Term"). The granting of any extensions of time shall be at the sole discretion of the District. Any requests for an extension must be made by the Contractor in writing.

ARTICLE 6

Work - Technical Specifications

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

A. Work - Minimum Sand Pine Tree Eradication Specifications (Stands 1 through 7)

Contractor shall cut all pine saplings to the following specifications:

1. **Stands 1 Through 7**– Cut all sand pine seedlings, saplings, and trees.
2. All specified sand pine trees in Stands 1 through 7 shall be severed **completely through the stem** (felled or cut) below the first live limb on each stem in a manner to cause mortality to the tree. **All stems with green branches containing needles shall be severed from the residual stump.**

3. Within Stands 1 through 7, all pine seedlings, saplings, and trees shall be severed (felled or cut) in such a manner as to not directly land upon or bend over or otherwise damage longleaf pine seedlings or saplings within each treatment site.

B. Work - Additional Specifications – All Stands

1. Contractor will be assessed a penalty of \$25.00 per tree for any **longleaf pine** seedling, sapling or tree that is damaged or destroyed during the Work. Contractor shall immediately notify the District's Project Manager or his authorized representative upon discovering that a longleaf pine seedling, sapling or tree has been damaged or destroyed by the Contractor's Work. Penalty assessments will be subject to the discretion of the District's Project Manager or his authorized representative.
2. The District's Project Manager or his authorized representative may, at their discretion, waive accidental damage to a small number of damaged and/or destroyed longleaf pine seedlings, saplings or trees.
3. All specified seedlings, saplings, and trees shall be severed (felled or cut) **away** from all public and land management access roads, established (marked) hiking and equestrian trails, exterior boundary lines, fire lines, and pipeline or power line rights-of-way, or moved off of these features after felling. The District's Project Manager or his authorized representative may require the contractor to move any trees, seedlings, or saplings felled in a manner inconsistent with this provision.
4. All empty fuel, oil and lubricant containers must be lawfully removed from the site. Trash or other debris resulting from the Contractor's operations must be removed daily.
5. Dead hardwood trees and dead pine trees that occur within the treatment areas shall not be felled or cut.

ARTICLE 7

Subcontracts

- A. The Contractor shall not subcontract, assign or transfer any Work under this Agreement without prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District to perform the Work must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor's proposal for this Agreement are pre-approved for use under this Agreement and any Change Order Amendment.
- B. When applicable, the Contractor shall cause the names of subcontractor firms responsible for portions of the Work to appear on invoices for such Work.
- C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. Once

approval has been given, the Contractor agrees to provide the District with an executed copy of all subcontracts within ten (10) days after the effective date thereof.

- D. The Contractor agrees to be responsible for the fulfillment of all Work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and shall hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

ARTICLE 8

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 ARTICLE does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Ch. 120, F.S., where applicable.
- B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed thirty (30) days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any Work requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason terminate this Agreement at the District's convenience. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the Work and procurement for all materials and services in connection with the performance of this Agreement.
- D. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach including, but not limited to, the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for Work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination; provided, however, that the Contractor agrees that it will make

no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all Work products completed or in progress at the date of termination.

ARTICLE 9

Indemnification

Contractor agrees to assume full responsibility and be liable for all damages to persons or property incurred in or resulting from the Work; and Contractor agrees further, by acceptance of the award of this Agreement, to release, acquit, indemnify, save and hold harmless the District, its officers, agents, and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the Work.

ARTICLE 10

Public Entity Crime

Public Entity Crime/Discriminatory Vendor List/Antitrust Violator Vendors

- 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 an 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.

ARTICLE 11

Payments for the Work

Payments for the Work will be based upon the amount bid.

The Contractor will be paid within 30 working days upon successful completion of all Work and submission of a proper invoice for the completed Work. The maximum compensation for this Agreement shall not exceed the amount listed below:

2023 Sand Pine Tree Eradication Services, i.e. the Work
(All Treatment Locations, Stands 1 through 7)

\$XX,XXX.XX

Payments for the Work will be subject to verification plots.

Payments for each Stand that does not meet the approval of the District's Project Manager or his authorized representative will be withheld until the Contractor brings each Stand into compliance.

Payment for the Work will be subject to inspection and approval by the District's Chief, Bureau of Land Management Operations, who will be the project manager, or his designee(s). One or both of the District representatives responsible for each Stand will determine in their sole discretion whether or not the Contractor has successfully completed all of the Work therein, and payment will not be made to the Contractor until the District receives written authorization to do so by one or both of these District representatives.

Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Payment will be made within 30 working days of receipt of invoice and acceptance and approval by the District contract project manager.

The Contractor may submit invoices no more frequently than monthly.

The Contractor agrees to participate in electronic funds transfer payments from the District.

An original invoice, including appropriate backup documentation, shall be submitted to both the District's Project Manager email in ARTICLE 20 below and the District's Accounting Bureau email: AccountsPayable@nfwfwater.com.

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.

The District may cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other materials subject to the provisions of Ch. 119, F.S., and made or received by the Contractor in conjunction with the Agreement.

ARTICLE 12

Penalties

If the Contractor fails to provide the Work within the Term, the District shall have the right to require the forfeiture of the entire performance bond or a portion thereof based upon the amount bid for the agreed upon Work or the final payment shall be reduced by the per acre bid amount for each acre unsuccessfully completed. Forfeiture of the entire performance bond or a portion thereof or reduction in final payment may be waived by the District, in its sole discretion.

ARTICLE 13

Agency Inspector 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."

ARTICLE 14

Choice of Law/Forum

The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in the state or federal courts sitting in Leon County, Florida.

ARTICLE 15

Access to Records for the Purpose of Audits

- A. The Contractor shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. Contractor shall comply with Florida Public Records law under Chapter 119, Florida Statutes. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in section 119.011(12), Florida Statutes, and Contractor shall keep and maintain such records as required by Florida Public Records law.
- C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of “Contractor” found in subsection 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.
 - iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of 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 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@NFWWATER.COM; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.**

ARTICLE 16

Financial Consequences

- A. In accordance with section 287.058(1)(h), Florida Statutes, the District will apply financial consequences for nonperformance as follows:
1. If Contractor fails to complete the Work within the Term or extension of the Term granted by the District, in its sole discretion, but does complete the Work within *thirty (30)* days after the Term, the agreement amount shall be reduced by *two percent (2%)*.
 2. If Contractor fails to complete the Work within the Term or extension of the Term granted by the District in its sole discretion, but does complete the Work after *thirty (30)* days but within *sixty (60)* days after the Term, the agreement amount shall be reduced by *five percent (5%)*.
- B. If the Contractor shall fail to complete the Work after *sixty (60)* days after the Term, or extension of the Term granted by the District in its sole discretion, then the Contractor shall be in default and shall forfeit the performance bond required in SECTION 5.
- C. Cumulative Remedies. The rights and remedies of the District in this ARTICLE are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 17

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.

ARTICLE 18

Agreement as Including Entire Agreement

This Agreement, including documents identified in ARTICLE 1, and supporting documents, all of which are hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto.

ARTICLE 19

Force Majeure and Delays

- A. Force Majeure.** The Contractor shall not be liable for failure to complete the Work within the Term to the extent such failure is due to a *force majeure* event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A *force majeure* event is hereby defined as any one of the following circumstances occurring after the date of this Agreement beyond the control of Contractor: (a) war, (b) flood, (c) earthquake, (d) fire, (e) severe wind storm, (f) acts of public disturbance, (g) quarantine restrictions, (h) epidemics, (i) strikes, (j) freight embargoes, or (k) sabotage. The Term includes delays that can ordinarily be anticipated due to adverse weather conditions, which are not and shall not be deemed *force majeure* events. The District is not obligated to grant an extension of the Term due to adverse weather conditions unless the District determines in its sole discretion that such conditions rise to the level of a *force majeure* event.
- B. Delay.** The Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten (10) days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (a) a detailed description of the delay and its probable duration, (b) the specified portion of the Work affected, and (c) the Contractor's opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of a continuing delay for the same cause, only one (1) notice of delay is necessary. Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay. If the delay is due to the failure of another

District contractor to complete its work in a timely manner, changes ordered in the Work, a *force majeure* event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then Term may be extended as necessary to compensate for the delay. All extensions of the Term shall be in the form of a written amendment signed by both parties.

ARTICLE 20

Approvals and Notices

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

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

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

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

Benjamin Faure, or designated successor
Northwest Florida Water Management District, 6418 E. Hwy 20
Youngstown, FL 32466
Phone.: 850-722-9919
E-mail Address: Benjamin.Faure@nfwwater.com

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

<Contractor name>, or successor
<Company Name>
<Address>
<City, State, ZIP>
Phone: <XXX-XXX-XXXX>

E-mail Address: <Insert Email address>

- B. No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.
- C. The District and the Contractor may, by written order designated to be a Change Order Amendment, agree that additional Work shall be undertaken within the general scope of this Agreement.
- D. The District shall, in its sole discretion, determine whether the Work has been satisfactorily completed.
- E. The District may unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Ch. 119, F.S., and made or received by the Contractor in conjunction with this Agreement.

ARTICLE 21

Truth in Negotiations

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

ARTICLE 22

Performance Bond

Within 10 day of execution of this agreement, the Contractor shall provide a Performance Bond in an amount equal to twenty-five percent (25%) of the Contract Price, which shall be held by the District to insure contract compliance and to pay any damages sustained by the District due to the Contractor's negligence or breach of contract; provided, however, that such Performance Bond shall not relieve Contractor from its obligation to indemnify as provided in ARTICLE 9 hereof. The Performance Bond shall be returned to the Contractor within thirty (30) days of successful completion of all terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

**<Insert Vendor
Name>**

**Northwest Florida Water
Management District**

By: _____

By: _____

Lyle Seigler, Executive Director

Print Name: _____

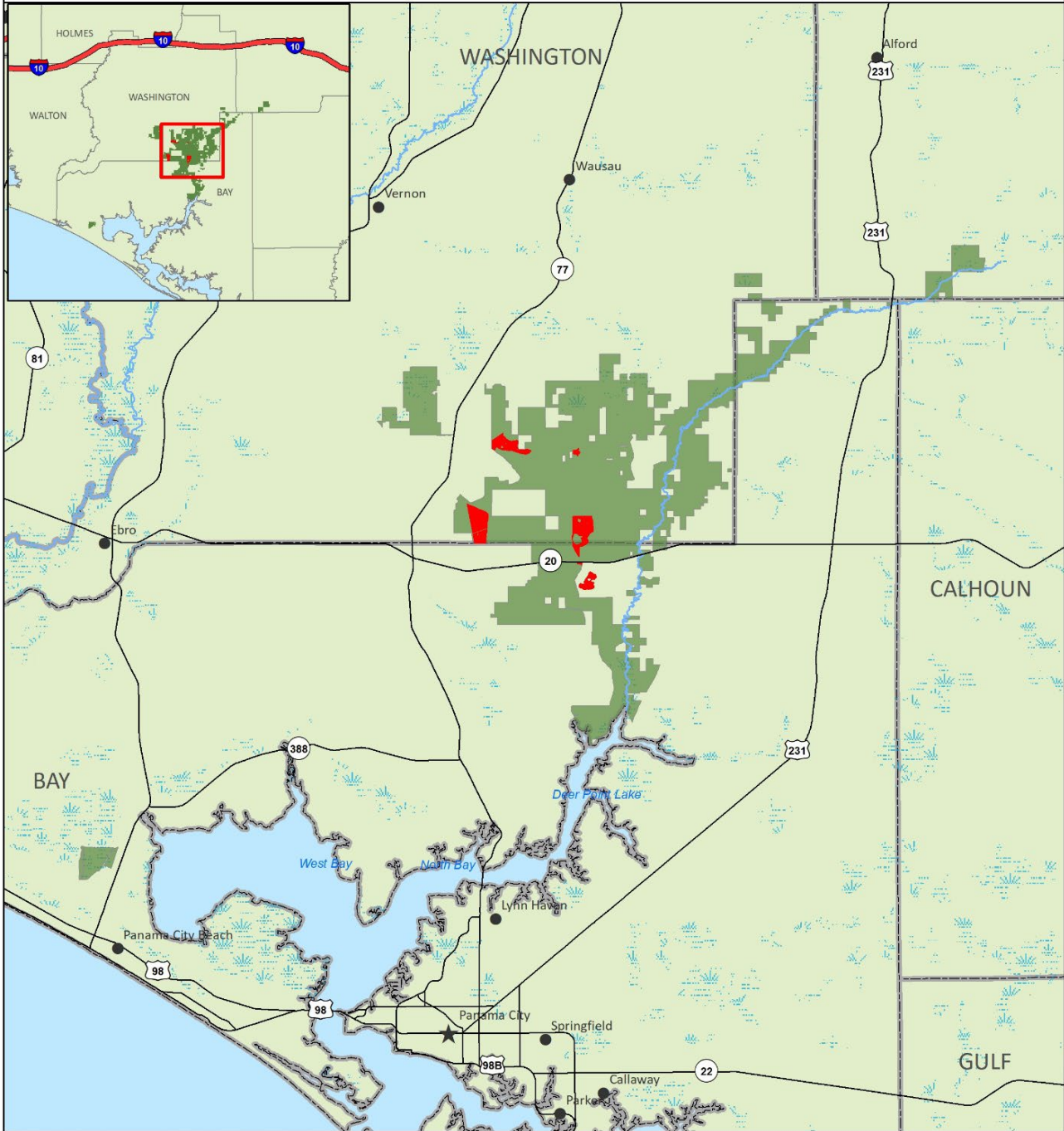
Print Title: _____

Date: _____

Date: _____

DRAFT

Exhibit Map A



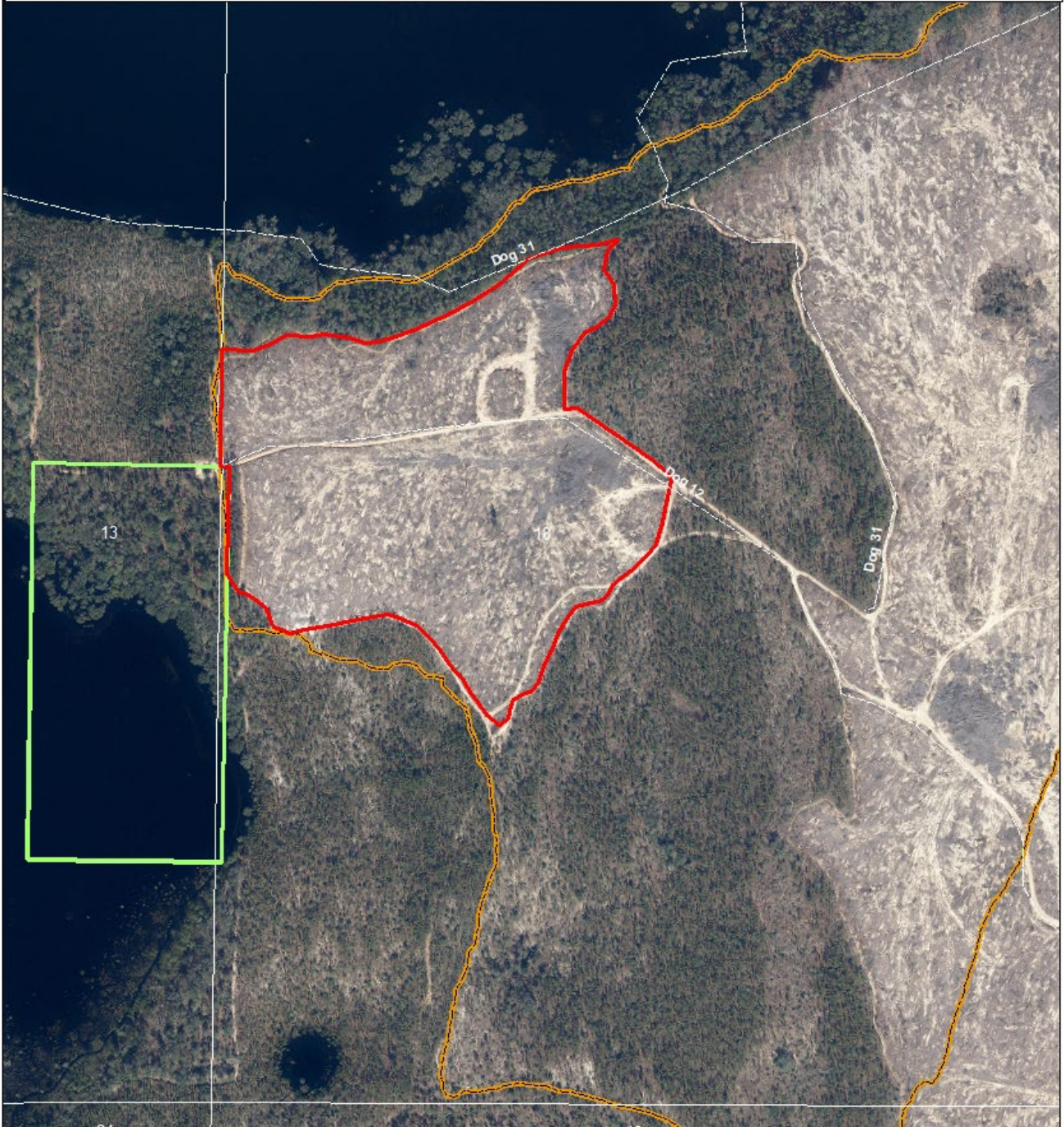
General Location Map
 2023 Sand Pine Eradication
 Econfina Creek Water Management Area
 Bay and Washington Counties, Florida
 1503 Acres

- Stands
- District Lands

0 2.75 5.5 11 Miles



Exhibit Map 1



-  Eradication Area
-  District Lands
-  Equestrian Trails

2023 Sand Pine Eradication Project - Stand 1
Econfina Creek Water Management Area
Section 18; T1N; R13W
Washington County, Florida
33 Acres



Exhibit Map 2



-  Eradication Area
-  District Lands
-  Equestrian Trails

2023 Sand Pine Eradication Project - Stand 2
Econfina Creek Water Management Area
Section 14/15; T1N; R14W
Washington County, Florida
324 Acres

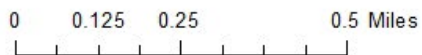
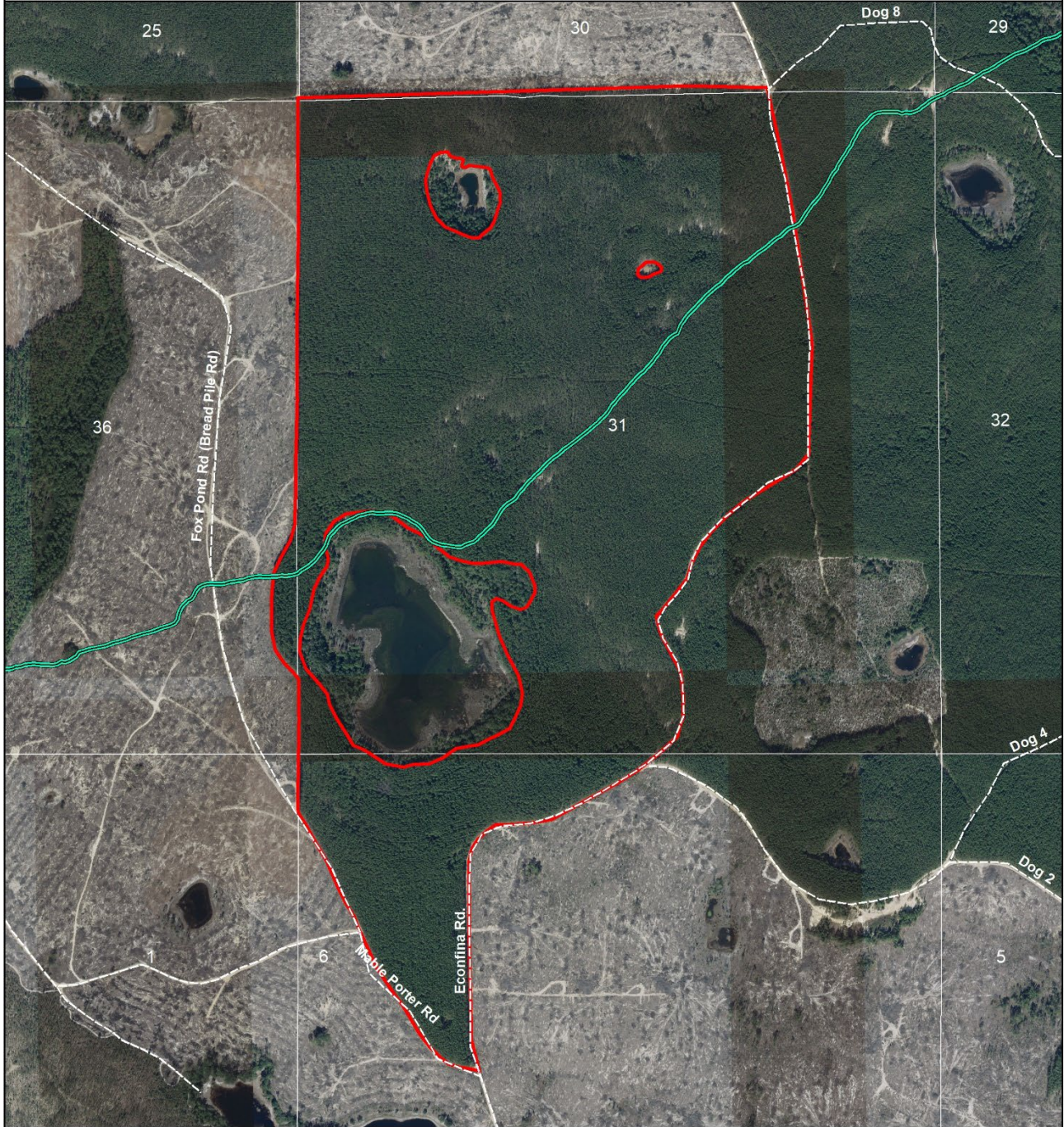


Exhibit Map 3



- Florida Trail
- Eradication Area
- District Lands

2023 Sand Pine Eradication Project - Stand 3
Econfina Creek Water Management Area
Section 31, T1N, R13W & Section 6, T1S, R13W
Bay and Washington Counties, Florida
464 Acres

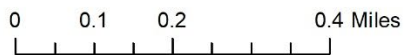
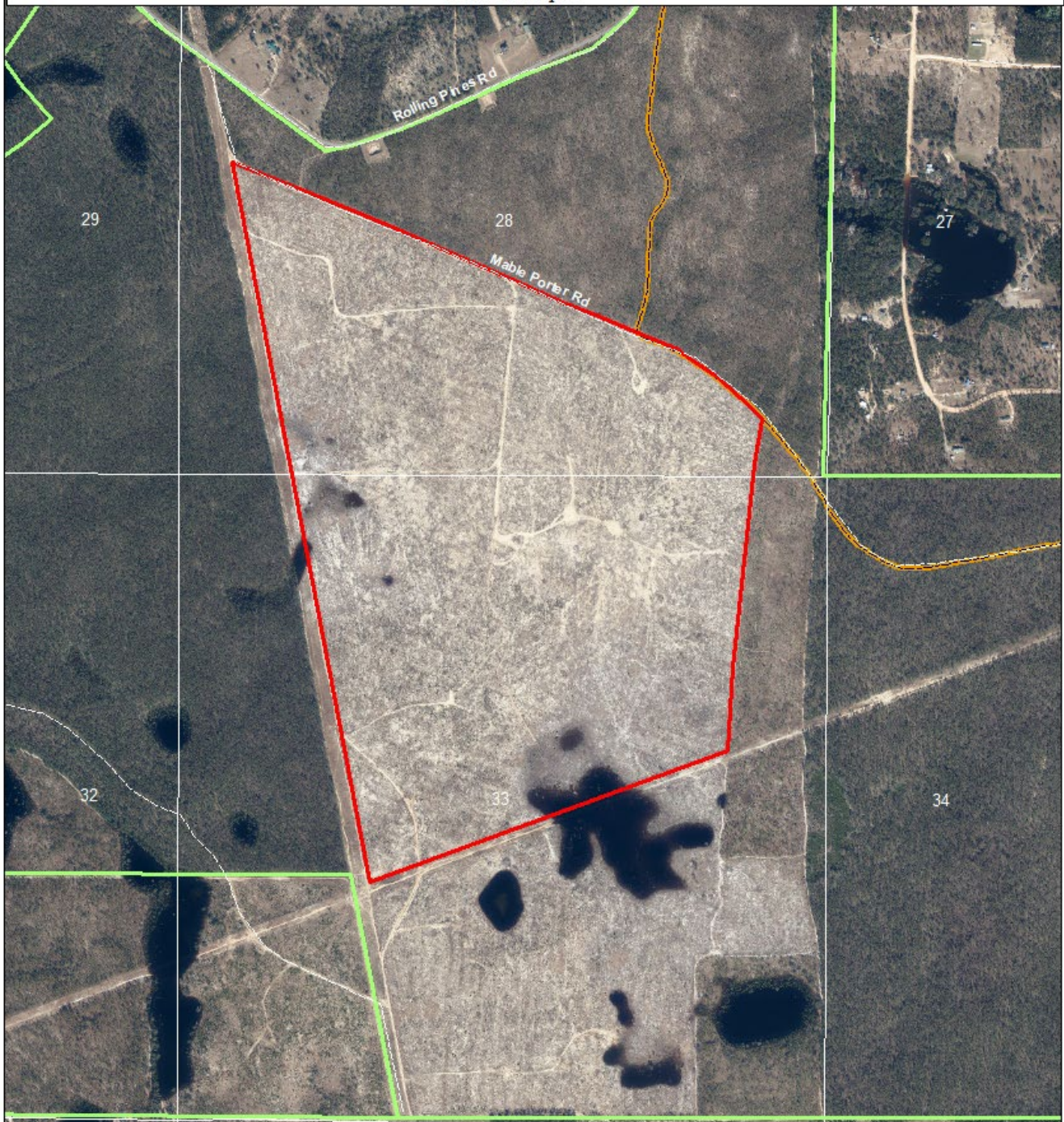


Exhibit Map 4



-  Eradication Area
-  District Lands
-  Equestrian Trails

2023 Sand Pine Eradication Project - Stand 4
Econfina Creek Water Management Area
Sections 28 & 33; T1N; R14W
Washington County, Florida
365 Acres

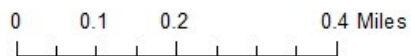
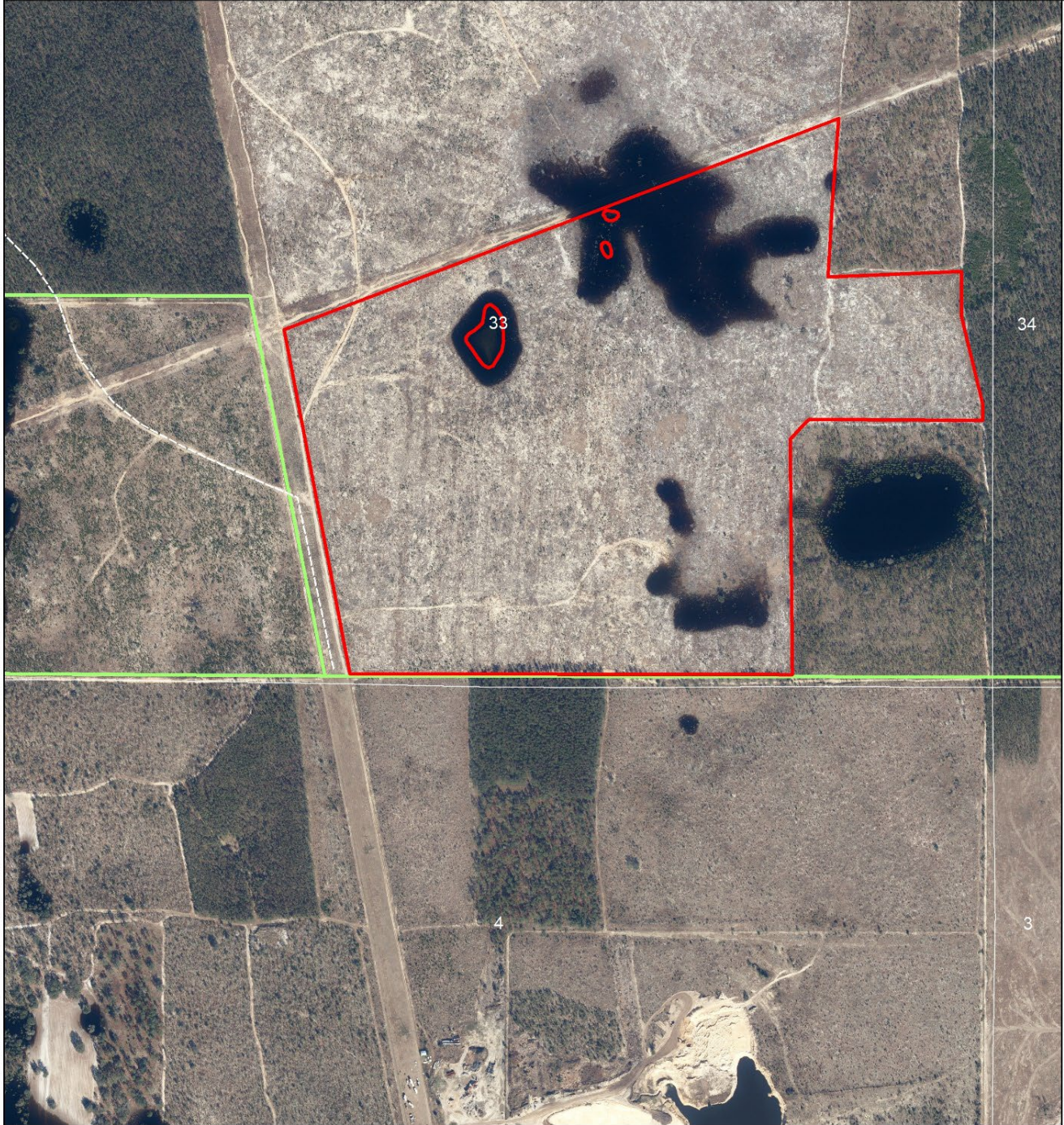


Exhibit Map 5



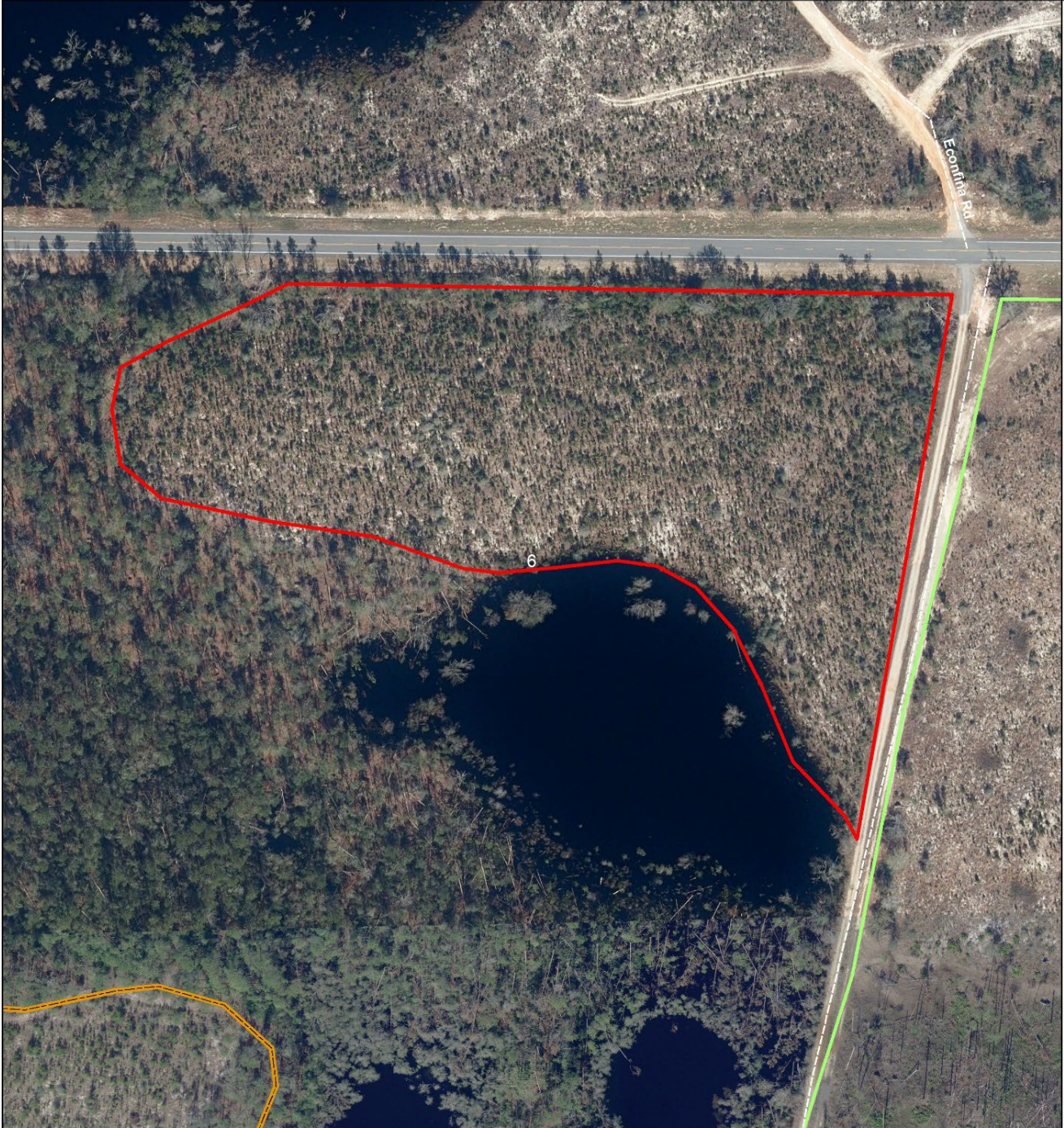
2023 Sand Pine Eradication Project - Stand 5
Econfina Creek Water Management Area
Sections 33; T1N; R14W
Washington County, Florida
153 Acres

-  Eradication Area
-  District Lands
-  Equestrian Trails

0 0.05 0.1 0.2 Miles



Exhibit Map 6



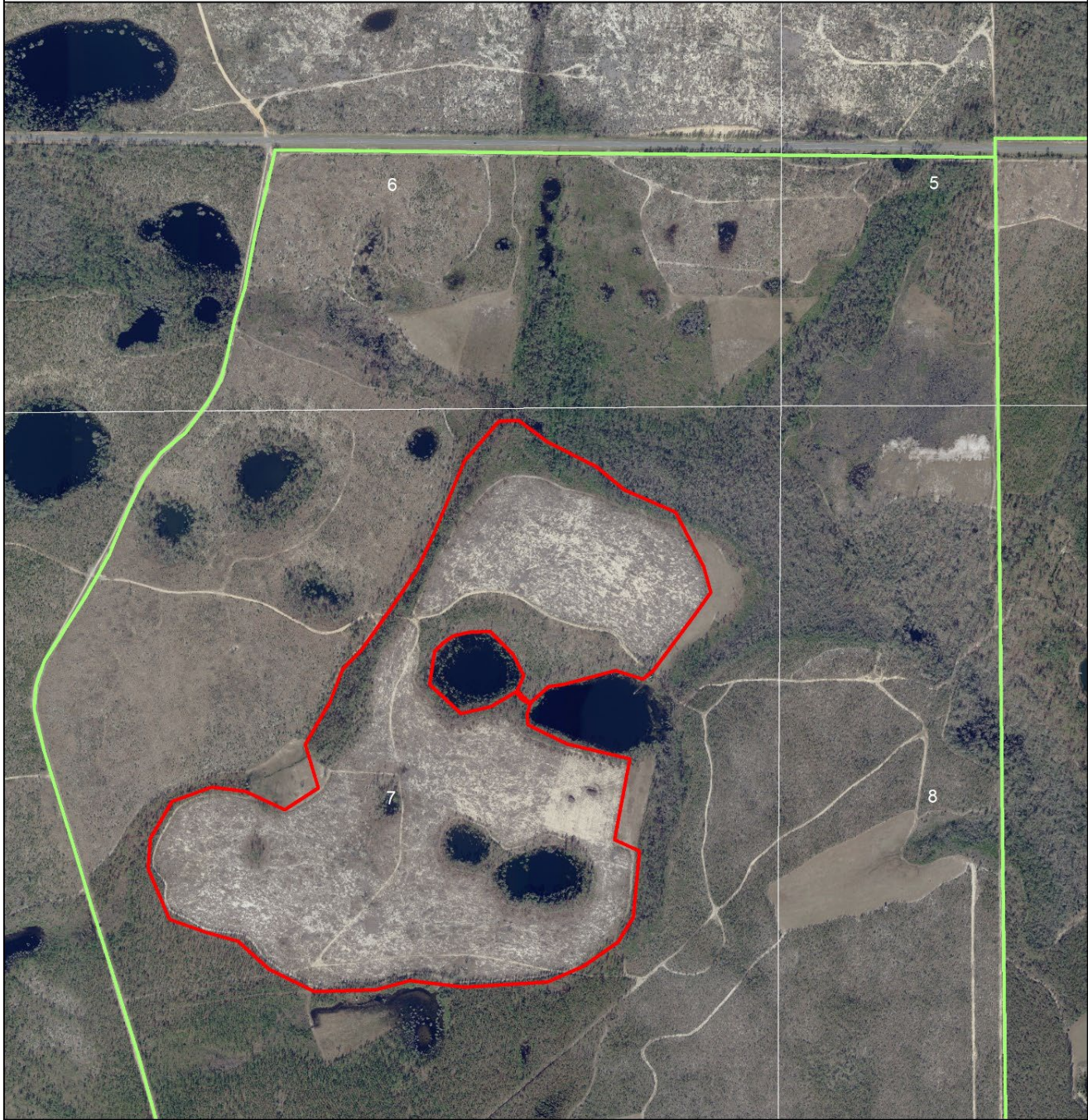
-  Eradication Area
-  District Lands
-  Equestrian Trails

2023 Sand Pine Eradication Project - Stand 6
Econfina Creek Water Management Area
Section 6; T1S; R13W
Bay County, Florida
9 Acres



0 0.0175 0.035 0.07 Miles

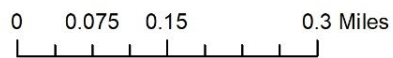


Exhibit Map 7



2023 Sand Pine Eradication Project - Stand 7
Econfina Creek Water Management Area
Section 7, T1S, R13W
Bay County, Florida
155 Acres

-  Eradication Area
-  District Lands



Photographs of Existing Stand Conditions

Stand 1 (33 Acres)



Stand 2 (324 Acres)



Stand 3 (464 Acres)



Stand 4 (365 Acres)



Stand 5 (153 Acres)



Stand 6 (9 Acres)



Stand 7 (155 Acres)

