

INVITATION TO BID
2023 PLUG GROWING SERVICES
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
(BID NUMBER 23B-010)

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, Florida 32333-4712, is soliciting bids for **2023 Plug Growing Services** to grow up to 75,000 toothache grass plugs, up to 75,000 wiregrass plugs, and up to 25,000 Florida natives plugs.

The deadline for submission of bids is 2:00 P.M. Eastern Time (ET) July 11, 2023. The opening of the sealed bids 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.nwfwater.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, 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 PLUG GROWING 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),
July 11, 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 Plug Growing Services**” to grow up to 75,000 toothache grass plugs, up to 75,000 wiregrass plugs, and up to 25,000 Florida natives plugs.

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, Toni Devencenzi at Toni.Devencenzi@nfwwater.com, no later than 12:00 P.M. (NOON) Eastern Time (ET) on June 27, 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 June 20, 2023, the District issues the Invitation to Bid.

- B. From the time of issuance on June 20, 2023, until 12:00 P.M. (NOON) Eastern Time (ET) on June 27, 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 Deadline: The sealed bids must be received by 2:00 P.M. Eastern Time (ET), July 11, 2023. Bids received after the deadline will not be considered.
- E. Bid Opening: The sealed bids will be opened at 2:15 P.M. Eastern Time (ET), July 11, 2023*.
- F. From opening time, the District will review and evaluate the bids on a timely basis.
- G. 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, etc. 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-010 2023 PLUG GROWING SERVICES TO BE OPENED JULY 11, 2023, AT 2:15 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 respondent 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

Respondent 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

Respondent 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 respondent shall obtain all coverage as required by Florida law, including Workers Compensation and applicable professional liability insurance. Additionally, the respondent 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 respondent, 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 respondent, and the District shall not be a party to any transaction between the respondent and any other purchaser.

1.26 PERFORMANCE BOND

A Bid Bond will not be required to submit a bid for ITB 23B-010.

PART 2. SCOPE OF SERVICES

Please see the attached “**2023 Plug Growing Services Agreement**” for the complete description of the work including all required specifications, schedules, instructions, and terms and conditions.

2.1 CATEGORY 1 – TOOTHACHE GRASS PLUGS

Scope of Services

This scope of services is to grow toothache grass (*Ctenium aromaticum*) in 4”-6” plugs from seed provided by the District. The toothache grass seed was collected in mid-November 2022 from District wetlands in Santa Rosa County. A maximum of 75,000 toothache grass plugs is stipulated. The respondent shall provide all soil and all materials required to grow the plugs. The toothache grass plugs will be inspected by District staff as to quality prior to pick up. District staff have the sole discretion and final approval authority as to the acceptability of the toothache grass plugs.

Toothache Plug Specifications

1. The respondent will furnish enough personnel and equipment required to grow up to 75,000 toothache grass plugs.
2. All toothache grass plugs must be plantable using a standard dibble planting bar or equivalent planting device.
3. The District’s required toothache grass plugs will be planted on hydric pine flatwood habitat. Soil used to grow the toothache grass must be suitable for planting within hydric flatwoods.
4. Extracted plugs must have a well-developed root system filling the plug.
5. Toothache grass plugs must be adequately watered at least one day (24 hours) prior to extraction and boxing for shipment.
6. All toothache grass plugs must be free from insect pests, fungus, and diseases that adversely affect growth and survival.
7. All toothache grass plugs must be free from weeds and other undesirable plants that may adversely affect growth and survival.
8. The plugs shall not have any *Andropogon* species growing in the plug.
9. All toothache grass plugs will be boxed and ready for pick-up by District staff between December 20, 2023 – February 15, 2024. The pick-up time will be arranged between the District and respondent.

Compensation

Compensation for this scope of work shall be provided on a per-plug basis, up to a maximum of 75,000 toothache grass plugs deemed satisfactory by District staff in its sole discretion. If toothache grass plugs are deemed unsatisfactory by the District in its sole discretion, the number of plugs accepted for payment will be reduced to only those deemed satisfactory to District staff in its sole discretion.

Failure to comply with any of the conditions and requirements listed above shall be sufficient for termination of the Agreement.

Financial Consequences

In accordance with s. 287.058, F.S., which requires identification of performance measures and financial consequences for nonperformance, submittal of required deliverables by dates indicated in the Scope of Services comprise criteria by which performance will be measured. Failure to complete services outlined in the Scope of Services within the timeline identified above will result in the following financial consequences: services completed, and deliverables provided six to thirteen days after scheduled completion will be assessed a 3% reduction in payment for those specific services; services completed and deliverables provided fourteen to twenty days after scheduled completion will be assessed a 5% reduction in payment for those specific services; and services completed and deliverables provided twenty-one or more days after scheduled completion will not be compensated. Financial consequences will not be applied if the District determines, in its sole discretion, that delays in deliverables are caused by events clearly outside of the control of the respondent. This contract is for growing a maximum of 75,000 toothache grass plugs, with payment on a per-plug basis for those that have been deemed satisfactory by District staff in its sole discretion. If toothache grass plugs are deemed unsatisfactory by the District in its sole discretion, the number of plugs accepted for payment will be reduced to only those deemed satisfactory to District staff in its sole discretion. No payment will be made for deliverables deemed unsatisfactory by the District in its sole discretion.

Failure to comply with any of the conditions and requirements listed above shall be sufficient for termination of the Agreement.

2.2 CATEGORY 2 – WIREGRASS PLUGS

Scope of Services

This scope of services is to grow wiregrass (*Aristida stricta*) in 4"-6" plugs from wiregrass seed provided by the District. The wiregrass seed was collected in mid-November 2022 from District wetlands in Santa Rosa County. A maximum of 75,000 wiregrass plugs is stipulated. The respondent shall provide all soil and all materials required to grow the plugs. The wiregrass plugs will be inspected by District staff as to quality prior to pick up. District staff have the sole discretion and final approval authority as to the acceptability of the wiregrass plugs.

Wiregrass Plug Specifications

1. The respondent will furnish enough personnel and equipment required to grow up to 75,000 wiregrass plugs.
2. All wiregrass plugs must be plantable using a standard dibble planting bar or equivalent planting device.
3. The District's required wiregrass plugs will be planted on hydric pine flatwood habitat. Soil used to grow the wiregrass must be suitable for planting within hydric flatwoods.
4. Extracted plugs must have a well-developed root system filling the plug.
5. Wiregrass plugs must be adequately watered at least one day (24 hours) prior to extraction and boxing for shipment.
6. All wiregrass plugs must be free from insect pests, fungus, and disease that adversely affect growth and survival.
7. All wiregrass plugs must be free from weeds and other undesirable plants that may adversely affect growth and survival.
8. The plugs shall not have any *Andropogon* species growing within the plug.
9. All wiregrass plugs will be boxed and ready for pick-up by District staff between December 20, 2023 – February 15, 2024. The pick-up time will be arranged between the District and respondent.

Compensation

Compensation for this scope of work shall be provided on a per-plug basis, up to a maximum of 75,000 wiregrass plugs deemed satisfactory by District staff in its sole discretion. If wiregrass plugs are deemed unsatisfactory by the District in its sole discretion, the number of plugs accepted for payment will be reduced to only those deemed satisfactory to District staff in its sole discretion.

Failure to comply with any of the conditions and requirements listed above shall be sufficient for termination of the Agreement.

Financial Consequences

In accordance with s. 287.058, F.S., which requires identification of performance measures and financial consequences for nonperformance, submittal of required deliverables by dates indicated in the Scope of Services comprise criteria by which performance will be measured. Failure to complete services outlined in the Scope of Services within the timeline identified above will result in the following financial consequences: services completed, and deliverables provided six to thirteen days after scheduled completion will be assessed a 3% reduction in payment for those

specific services; services completed and deliverables provided fourteen to twenty days after scheduled completion will be assessed a 5% reduction in payment for those specific services; and services completed and deliverables provided twenty-one or more days after scheduled completion will not be compensated. Financial consequences will not be applied if the District determines, in its sole discretion that delays in deliverables are caused by events clearly outside of the control of the respondent. This contract is for growing a maximum of 75,000 wiregrass plugs, with payment on a per-plug basis for those that have been deemed satisfactory by District staff in its sole discretion. If wiregrass plugs are deemed unsatisfactory by the District in its sole discretion, the number of plugs accepted for payment will be reduced to only those deemed satisfactory to District staff in its sole discretion. No payment will be made for deliverables deemed unsatisfactory by the District in its sole discretion.

Failure to comply with any of the conditions and requirements listed above shall be sufficient for termination of the Agreement.

2.3 CATEGORY 3 – FLORIDA NATIVES PLUGS

Scope of Services

This scope of services is for growing up to 25,000 plugs of Florida natives in 4”-6” plugs to be used in wetland restoration projects within the Florida Panhandle. Seed collected from North Florida are preferred but not required. Three to four species will be selected from the list provided below. The list of species includes: Grassleaf Goldenaster (*Pityopsis oligantha*), Leavenworth’s tickseed (*Coreopsis leavenworthii*), Rice button aster (*Symphyotrichum dumosum*), Swamp sunflower (*Helianthus angustifolius*), Stiff sunflower (*Helianthus radula*) Vanilla Leaf (*Carphephorus odoratissimus*), Wand goldenrod (*Solidago stricta*), and Whitetop (*Rhynchospora colorata*). While one species may contribute a greater number of plugs than another species, the total number of plugs provided will add up to a maximum of 25,000. The respondent shall provide all seed, soil, and all materials required to grow the plugs. The plugs will be inspected by District staff as to quality prior to pick up. District staff have the sole discretion and final approval authority as to the acceptability of the plugs.

Plug Specifications

1. The respondent will furnish enough personnel and equipment required to grow up to 25,000 plugs.
2. All plugs must be plantable using a standard dibble planting bar or equivalent planting device.
3. The District’s required plugs will be planted on hydric pine flatwood habitat. Soil used to grow the plugs must be suitable for planting within hydric flatwoods.
4. Extracted plugs must have a well-developed root system filling the plug.

5. The plugs must be adequately watered at least one day (24 hours) prior to extraction and boxing for shipment.
6. All plugs must be free from insect pests, fungus, and disease that adversely affect growth and survival.
7. All plugs must be free from weeds and other undesirable plants that may adversely affect growth and survival.
8. The plugs shall not have any *Andropogon* species growing within the plug.
9. All plugs will be boxed and ready for pick-up by District staff between December 20, 2023 – February 15, 2024. The pick-up time will be arranged between the District and respondent.

Compensation

Compensation for this scope of work shall be provided on a per-plug basis, up to a maximum of 25,000 plugs deemed satisfactory by District staff in its sole discretion. If the plugs are deemed unsatisfactory by the District in its sole discretion, the number of plugs accepted for payment will be reduced to only those deemed satisfactory to District staff in its sole discretion.

Failure to comply with any of the conditions and requirements listed above shall be sufficient for termination of the Agreement.

Financial Consequences

In accordance with s. 287.058, F.S., which requires identification of performance measures and financial consequences for nonperformance, submittal of required deliverables by dates indicated in the Scope of Services comprise criteria by which performance will be measured. Failure to complete services outlined in the Scope of Services within the timeline identified above will result in the following financial consequences: services completed, and deliverables provided six to thirteen days after scheduled completion will be assessed a 3% reduction in payment for those specific services; services completed and deliverables provided fourteen to twenty days after scheduled completion will be assessed a 5% reduction in payment for those specific services; and services completed and deliverables provided twenty-one or more days after scheduled completion will not be compensated. Financial consequences will not be applied if the District determines, in its sole discretion, that delays in deliverables are caused by events clearly outside of the control of the respondent. This contract is for growing a maximum of 25,000 Florida Natives plugs, with payment on a per-plug basis for those that have been deemed satisfactory by District staff in its sole discretion. If the plugs are deemed unsatisfactory by the District in its sole discretion, the number of plugs accepted for payment will be reduced to only those deemed satisfactory to District staff in its sole discretion. No payment will be made for deliverables deemed unsatisfactory by the District in its sole discretion.

Failure to comply with any of the conditions and requirements listed above shall be sufficient for termination of the 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. 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.
- F. 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.
- G. The selected respondent will be required to execute the contract within ten (10) calendar days once the awarded respondent 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.
- H. The District reserves the right to reject any and all bids, to negotiate with the qualified respondent submitting the lowest responsive bid, to waive any irregularities of a minor nature, and to solicit and re-advertise for other bids. Mistakes clearly evident on the face of the bid documents, such as computation errors, may be corrected by the District. Per 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-010.

3.3 VENDOR REGISTRATION AND W-9 FORMS

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

3.4 RESPONDENT CHECKLIST

Please review the checklist for this bid (ITB No. 23B-010) 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 16 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

The District will evaluate all bids and anticipates awarding the “**2023 Plug Growing Services**” to one respondent for each category based upon the lowest lump sum amount. A maximum of three contracts may be awarded to three separate respondents.

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 respondent who submits the lowest total lump sum amount for the completion of all Work for each category listed in *Part 2. Scope of Services* for “**2023 PLUG GROWING SERVICES.**”
2. If two or more bids are tied, the tie will be broken by the following process: 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-010)

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2023 PLUG GROWING SERVICES
BID NUMBER 23B-010**

CATEGORY 1 – TOOTHACHE GRASS PLUGS	
Price per plug	\$ _____
Total based on a maximum of 75,000 plugs	\$ _____

CATEGORY 2 – WIREGRASS PLUGS	
Price per plug	\$ _____
Total based on a maximum of 75,000 plugs	\$ _____

CATEGORY 3 – FLORIDA NATIVES PLUGS	
Price per plug	\$ _____
Total based on a maximum of 25,000 plugs	\$ _____

Bidder Signature

Date

Business Name

5.1 BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-010) (continued)

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for growing, 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 1 through 6 of this Invitation to Bid, BID NUMBER 23B-010, and the attached “**2023 Plug Growing 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-010. 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. 2023 PLUG GROWING SERVICES AGREEMENT

Please see the attached Agreement. This is the standard agreement the respondent will be required to execute with the District, should a respondent be awarded the bid. This agreement may change to correct for errors, incorporate new laws, or other minor changes, subsequent to District legal counsel review.

Agreement for
2023 PLUG GROWING SERVICES
Between
Northwest Florida Water Management District
And
[FIRM NAME].
(NFWFMD Contract Number 23-XXX)

This Agreement (the “Agreement”) is by and between the Northwest Florida Water Management District (hereinafter, the District) and [FIRM NAME] (hereinafter, the Contractor). The District and the Contractor agree as follows:

SECTION 1 – SCOPE OF SERVICES

A. General

1. The Contractor shall perform and render all services and deliverables hereunder (the “Work”) as an independent Contractor of the District and not as an agent, representative, or employee of the District. Services and deliverables rendered shall be provided in accordance with the Contractor’s bid response submitted under Invitation to Bid (ITB) **23B-010** entitled “**2023 PLUG GROWING SERVICES**” incorporated herein by reference.
2. The contract documents which make up this Agreement consist of this Agreement document, Invitation to Bid No. **23B-010**, Contractor’s bid response, technical specifications, all addenda issued prior to the execution of this Agreement, the bid submitted by the Contractor, and all modifications issued subsequent thereto. These documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.
3. All work shall be performed in accordance with the specifications and requirements contained in the Scope of Work and Technical Specifications.

B. Scope of Work

This project consists of growing 75,000 toothache grass plugs, 75,000 wiregrass plugs, and 25,000 Florida natives plugs.

1. TOOTHACHE GRASS PLUGS

This scope of services is to grow toothache grass (*Ctenium aromaticum*) in 4”-6” plugs from seed provided by the District. The toothache grass seed was collected in mid-November 2022 from District wetlands in Santa Rosa County. A maximum of 75,000 toothache grass plugs is stipulated. The Contractor shall provide all soil, and all materials required to grow the plugs. The District Project Manager will complete a site visit 30 days after planting to ensure growth progress. The toothache grass plugs will be inspected by District staff as to

quality prior to pick up. District staff have the sole discretion and final approval authority as to the acceptability of the toothache grass plugs.

2. WIREGRASS PLUGS

This scope of services is to grow wiregrass (*Aristida stricta*) in 4"-6" plugs from wiregrass seed provided by the District. The wiregrass seed was collected in mid-November 2022 from District wetlands in Santa Rosa County. A maximum of 75,000 wiregrass plugs is stipulated. The Contractor shall provide all soil, and all materials required to grow the plugs. The District Project Manager will complete a site visit 30 days after planting to ensure that growth progress. The wiregrass plugs will be inspected by District staff as to quality prior to pick up. District staff have the sole discretion and final approval authority as to the acceptability of the wiregrass plugs.

3. FLORIDA NATIVES PLUGS

This scope of services is for growing up to 25,000 plugs of Florida natives in 4"-6" plugs to be used in wetland restoration projects within the Florida Panhandle. Seed collected from North Florida preferred but not required. Three to four species will be selected from the list provided below. The list of species includes: Grassleaf Goldenaster (*Pityopsis oligantha*), Leavenworth's tickseed (*Coreopsis leavenworthii*), Rice button aster (*Symphotrichum dumosum*), Swamp sunflower (*Helianthus angustifolius*), Stiff sunflower (*Helianthus radula*) Vanilla Leaf (*Carphephorus odoratissimus*), Wand goldenrod (*Solidago stricta*), and Whitetop (*Rhynchospora colorata*). While one species may contribute a greater number of plugs than another species, the total number of plugs provided will add up to a maximum of 25,000. The Contractor shall provide all seed, soil, and all materials required to grow the plugs. The District Project Manager will complete a site visit 30 days after planting to ensure growth progress. The plugs will be inspected by District staff as to quality prior to pick up. District staff have the sole discretion and final approval authority as to the acceptability of the plugs.

C. Technical Specifications

1. TOOTHACHE GRASS PLUGS

- a. The Contractor will furnish enough personnel and equipment required to grow up to 75,000 toothache grass plugs.
- b. All toothache plugs must be plantable using a standard dibble planting bar or equivalent planting device.
- c. The District's required toothache grass plugs will be planted on hydric pine flatwood habitat. Soil used to grow the toothache grass will be suitable for planting within hydric flatwoods.
- d. Extracted plugs must have a well-developed root system filling the plug.

- e. Toothache grass plugs must be adequately watered at least one day (24 hours) prior to extraction and boxing for shipment.
- f. All toothache grass plugs must be free from insect pests, fungus, and diseases that adversely affect growth and survival.
- g. All toothache grass plugs must be free from weeds and other undesirable plants that may adversely affect growth and survival.
- h. The plugs shall not have any *Andropogon* species growing in the plug.
- i. All toothache grass plugs will be boxed and ready for pick-up by District staff between December 20, 2023 – February 15, 2024. The pick-up time will be arranged between the District and Contractor.

2. WIREGRASS PLUGS

- a. The Contractor will furnish enough personnel and equipment required to grow up to 75,000 wiregrass plugs.
- b. All wiregrass plugs must be plantable using a standard dibble planting bar or equivalent planting device.
- c. The District's required wiregrass plugs will be planted on hydric pine flatwood habitat. Soil used to grow the wiregrass will be suitable for planting within hydric flatwoods.
- d. Extracted plugs must have a well-developed root system filling the plug.
- e. Wiregrass plugs must be adequately watered at least one day (24 hours) prior to extraction and boxing for shipment.
- f. All wiregrass plugs must be free from insect pests, fungus, and disease that may adversely affect growth and survival.
- g. All wiregrass plugs must be free from weeds and other undesirable plants that may adversely affect growth and survival.
- h. The plugs shall not have any *Andropogon* species growing in the plug.
- i. All wiregrass plugs will be boxed and ready for pick-up by District staff between December 20, 2023 – February 15, 2024. The pick-up time will be arranged between the District and Contractor.

3. FLORIDA NATIVES PLUGS

- a. The Contractor will furnish enough personnel and equipment required to grow up to 25,000 plugs.

- b. All plugs must be plantable using a standard dibble planting bar or equivalent planting device.
- c. The District’s required plugs will be planted on hydric pine flatwood habitat. Soil used to grow the plugs will be suitable for planting within hydric flatwoods.
- d. Extracted plugs must have a well-developed root system filling the plug.
- e. The plugs must be adequately watered at least one day (24 hours) prior to extraction and boxing for shipment.
- f. All plugs must be free from insect pests, fungus, and disease that may adversely affect growth and survival.
- g. All plugs must be free from weeds and other undesirable plants that may adversely affect growth and survival.
- h. The plugs shall not have any *Andropogon* species growing within the plug.
- i. All plugs will be boxed and ready for pick-up by District staff between December 20, 2023 – February 15, 2024. The pick-up time will be arranged between the District and Contractor.

District Florida native plug quantities and specifications are summarized below.

Table 1

Anticipated Delivery	Common Name	Genus Species	Plant Size (per plug)	Maximum Quantity Required
December 2023 – February 2024	Toothache Grass	<i>Ctenium aromaticum</i>	4”-6”	75,000
	Wiregrass	<i>Aristida stricta</i>	4”-6”	75,000
	Florida Native Plugs	Multiple	4”-6”	25,000

4. Plant Plugs Pick-Up Schedule

The Contractor shall be prepared for the extraction and pick-up of the plant plugs between December 20, 2023, and February 15, 2024. The District shall contact the Contractor by telephone and/or email to arrange for site visits and inspection(s) prior to pick-up. The Contractor shall be available for site visits by the District Project Manager within seven (7) days from being contacted by the District. The Contractor and District understand that multiple visits to retrieve the plant plugs may be necessary by the District. The process noted above shall be referred to herein as the “Pick-Up Schedule.” All plant plugs will be inspected and

approved by District staff, in its sole discretion, at time of pick-up. All plant plugs deemed by the District's Project Manager to be unsatisfactory for planting, in its sole discretion, will not be accepted by the District.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

- A. The Contractor is responsible for the timely completion, professional quality, and technical accuracy of all Work under the terms of this Agreement. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies identified by the District in reports, drawings, and in conjunction with all other services provided for under this Agreement.
- B. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor's negligent performance of any of the Work furnished under this Agreement.
- C. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in the 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 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, 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.

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

SECTION 3 – COMPENSATION

- A. Maximum compensation under this Agreement shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board.
- B. Payment for the Work will be subject to inspection and approval by the District's Project Manager or his designee. The Project Manager will determine, in his sole discretion, whether or not the Contractor has successfully performed the Work. Payment will not be made until the District receives written authorization to do so by the District Project Manager.
- C. The compensation amount ("Compensation Amount") will be determined on the basis of the Specifications set forth in Section 1 and pricing for plants and delivery services set forth in Exhibit 1: Contractor's Bid for **ITB 23B-010 2023 PLUG GROWING SERVICES**, attached hereto and made a part hereof. Any subcontractor fees and direct expenses (ODCs) required for completion of the Work should have been included in the Contractor's bid price and will be the responsibility of the Contractor.
- D. Payment will be made upon inspection and approval of deliverables within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review. Invoices shall include the Contractor name and address, date, time period covered by the invoice, District contract number, total payment requested, amount previously invoiced, and a signed certification by the Project Manager that Work invoiced has been completed.
- E. Invoices and associated documentation shall be submitted electronically to both the District's Project Manager at the email provided in Section 7.B, and the Accounting Bureau at: AccountsPayable@nfwwater.com.

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

1. Invoice number for the particular bill;
2. The Contractor's taxpayer identification number;
3. The Contractor's name and District Agreement number;
4. Quantity of plugs by category provided to the District and the date the plugs were delivered;
5. The unit cost of the plugs and the total only of the current invoice. Prior balances or payment history should be shown separately, if at all;

- 6. Delivery and Trailer Rental costs; and
- 7. Any other information as may be requested by the District’s Project Manager.

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

F. Payment for plant plugs will be as follows: The District will pay the Contractor the following amount per plug. Payment will be subject to satisfactory inspection and acceptance of the plants by a District representative, in its sole discretion, and will be made within 30 days of receipt of an invoice submitted in sufficient detail for a proper pre-audit and post-audit thereof.

Common Name	Maximum Quantity Desired	Price Per Plug	Total Cost
Toothache Grass	75,000	\$XX	\$XX
Wiregrass	75,000	\$XX	\$XX
Florida Native Plugs	25,000	\$XX	\$XX

SECTION 4 – PERFORMANCE BOND

INTENTIONALLY OMITTED

SECTION 5 – TIME OF PERFORMANCE

- A. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to perform the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Term shall survive termination or expiration of this Agreement.
- B. This Agreement is effective on the date of execution [or date] and shall remain in effect through [date] (the “Term”). The District’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and/or approval of the District’s annual budget.
- C. The Contractor shall proceed with the Work at such rate of progress to insure full completion within the Pick-Up Schedule and the Term. It is expressly understood and agreed by and between the Contractor and the District that the Pick-Up Schedule and the Term are reasonable

amounts of time for the completion of the Work, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

SECTION 6 – FORCE MAJEURE AND DELAYS

- A. Force Majeure. 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 (not caused by acts or omissions of the Contractor), court orders (not resulting from acts or omissions of the Contractor), and governmentally declared pandemics, epidemics, health emergencies, plague, quarantine and travel restrictions.
- B. Delay. The Delivery Schedule and the Term include delays due to adverse weather conditions. The District will not grant an extension of time due to adverse weather conditions. The Contractor shall not be compensated for delays caused by the Contractor’s inefficiency, rework made necessary by Contractor’s error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work.

SECTION 7 – APPROVALS AND NOTICES

- A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in 7.B. 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 Project Manager for this Agreement is identified below:

[name], or successor
Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
Telephone No.: 850-539-5999
[E-mail Address:]

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

[name], or successor
[Company Name]
[Address]
[City/State/ZIP]
[Telephone No.:]
[E-mail Address:]

- C. The District and the Contractor may, by written order designated to be an Amendment, agree that additional work shall be undertaken within the general scope of this Agreement.

- D. The District shall, in its sole discretion, determine whether the Work has been satisfactorily completed.
- E. The Contractor agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from any act or failure to act by the Contractor, its agents or employees to the extent permitted by Florida law.
- F. 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.

SECTION 8 – AMENDMENTS

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

SECTION 9 – INSURANCE

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

SECTION 10 – SUBCONTRACTS

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

SECTION 11 – TERMINATION OF AGREEMENT

- A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto. This Section 11 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to 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 tasks requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason terminate this Agreement at the District's convenience. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the Work and procurement for all materials and services in connection with the Work.
- D. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for Work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination; provided, however, that the Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all work products completed or in progress at the date of termination.

SECTION 12 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

- A. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- B. All deliverables, including Work not accepted by the District, are District property when the Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a "work made for hire" as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed,

secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Scope of Work set forth above, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.

- C. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor provided that any future use for other than the purpose intended by this Agreement shall be at the District's sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. 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 Work 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

- A. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.
- B. Failure to file a protest within the time prescribed in s. 120.57(3), 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.

SECTION 15 – PUBLIC CRIMES/DISCRIMINATORY/ANTITRUST VIOLATOR VENDORS

In accordance with ss. 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.

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., 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 Ch.119, F.S., and s. 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 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 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 for the duration of the Term and following completion of the Agreement if the Contractor does not transfer the records to the District.

- iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the Work. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF 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@NFWFATER.COM; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.

SECTION 18 – FINANCIAL CONSEQUENCES AND REMEDIES

- A. This Agreement includes the Pick-Up Schedule set forth in Section 1C above. In accordance with s. 287.058(1)(h), F.S., failure to complete services outlined in the Scope of Services within the Pick-Up Schedule will result in the following financial consequences:
 - i. Plugs completed and available for pick six to thirteen days after the Pick-Up Schedule will be assessed a 3% reduction in payment per plug;
 - ii. Plugs completed and available for pick up fourteen to twenty days after the Pick-Up Schedule will be assessed a 5% reduction in payment per plug; and
 - iii. Plugs completed and available for pick up twenty-one or more days after the Pick-Up Schedule will not be compensated.

Financial consequences will not be applied if the District determines, in its sole discretion, that delays in deliverables are caused by events clearly outside of the control of the Contractor. If the plugs are deemed unsatisfactory by the District in its sole discretion, the number of plugs accepted for payment will be reduced to only those deemed satisfactory to District staff in its sole discretion. No payment will be made for deliverables deemed unsatisfactory by the District in its sole discretion.

- B. Cumulative Remedies. The rights and remedies of the District in this Section 18 are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 19 – EXECUTION OF COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SECTION 20 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This Agreement, including EXHIBIT 1: CONTRACTOR’S BID submitted for ITB No. 23B-010, the District’s Invitation to Bid package, and supporting documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written, between the parties hereto.

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

[Contract Name]

**Northwest Florida Water
Management District**

By: _____

By: _____

Print Name: _____

Lyle Seigler
Executive Director

Print Title: _____

Date: _____

Date: _____

EXHIBIT 1

CONTRACTOR'S BID