

**INVITATION TO BID**  
**2023 GROUND SITE PREP HERBICIDE TREATMENT SERVICES**  
**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**(BID NUMBER 23B-012)**

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, FL 32333, is soliciting bids for the ground application of chemical herbicide for site preparation on ten units/stands totaling approximately 299 acres in Calhoun, Leon, Liberty, and Washington counties. The qualified contractor providing the lowest bid for the services will enter into an agreement with the District, a draft of which is contained within the Invitation to Bid. The specifications and conditions contained in the draft agreement should be reviewed and taken into consideration when preparing bids.

**The deadline for submission of bids and the opening of the sealed bids is 2:00 PM Eastern Time (ET) July 18, 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.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 GROUND SITE PREP HERBICIDE TREATMENT 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 18, 2023, THE DAY OF THE PUBLIC OPENING.**

#### 1.4 INVITATION TO BID

The District solicits offers for the services of responsible bidders for the ground application of chemical herbicide on ten clear-cut timber or hurricane debris removal stands for vegetation management purposes to perform the **2023 GROUND SITE PREP HERBICIDE TREATMENT SERVICES.**

#### 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](mailto:Benjamin.Faure@nwfwater.com), **no later than 12:00 PM (NOON) Eastern Time (ET) on June 30, 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 22, 2023, the District issues the Invitation to Bid.
- B. From the time of issuance on June 22, 2023, until 12:00 PM Eastern Time (ET) on June 30, 2023, the District will receive inquiries on the ITB.
- C. If substantive questions are received, District will issue an Addendum at least ten (10) calendar days prior to bid opening.
- D. Bid Opening Deadline: The sealed bids will be opened at 2:00 PM Eastern Time (ET), July 18, 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, 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-012, 2023 GROUND SITE PREP HERBICIDE TREATMENT SERVICES TO BE OPENED JULY 18, 2023, AT 2:00 PM (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 AM (ET) to 5:00 PM (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](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified).

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

In accordance with sections 287.133, 287.134, and 287.137, 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](mailto: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 the 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 ten percent (10%) of the total contract amount (Contractor's total lump sum bid), with a corporate surety approved by the District, will be required for the faithful performance of the contract. A certified Cashier's Check made payable to: "NFWFMD" may be provided to the District, in lieu of a surety performance bond.

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

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

## **PART 2**

### **SCOPE OF SERVICES**

The District has identified 10 stands/units totaling 299 acres which require ground site prep herbicide treatment to remove vegetative competition prior to conducting reforestation activities on these units.

Please review the attached draft "**2023 GROUND SITE PREP HERBICIDE TREATMENT SERVICES AGREEMENT**" for the complete description of the Work including all required operations, stand locations, technical specifications, schedules, instructions, and terms and conditions.

## **PART 3**

### **BID REQUIREMENTS**

#### **3.1 RULES FOR THE BIDS**

- A.** All bids must comply with applicable Florida Statutes, laws, and rules.
- B.** **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 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-012.

### **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-012) 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 14 through 17)**? Have you verified all amounts to ensure that they are complete and accurate?
- If a conflict of interest exists as described in *Section 1.7 Conflict of Interest*, have you included a statement of disclosure?
- Have you selected the method of shipping (in person, by mail, or 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 Ground Site Prep Herbicide Treatment 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 GROUND SITE PREP HERBICIDE TREATMENT SERVICES.”**
2. If two or more bids are tied, 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-012)**

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**2023 GROUND SITE PREP HERBICIDE TREATMENT SERVICES**  
**BID NUMBER 23B-012**

<b>County</b>	<b>Stand #</b>	<b>Section</b>	<b>Township</b>	<b>Range</b>	<b>Acres</b>	<b>Bid/Acre</b>	<b>Total Bid</b>
Calhoun	1	19/20	2N	9W	29	\$	\$
Calhoun	2	32	2N	9W	135	\$	\$
Leon	3	35	2N	1W	9	\$	\$
Leon	4	35	2N	1W	7	\$	\$
Leon	5	25/36	2N	1W	2	\$	\$
Liberty	6	12	4S	9W	45	\$	\$
Liberty	7	1	4S	9W	7	\$	\$
Washington	8	28	1N	13W	20	\$	\$
Washington	9	33	1N	13W	24	\$	\$
Washington	10	27	1N	13W	21	\$	\$
				<b>Total Acres</b>	<b>299</b>		
<b>GRAND TOTAL/LUMP SUM FOR STANDS 1 THROUGH 10</b>							\$

**Grand Total/Lump Sum Bid Amount for GROUND SITE PREP HERBICIDE TREATMENT SERVICES on 299 Acres: \$ \_\_\_\_\_**

\_\_\_\_\_  
Bidder Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency or Business Name

**5.1 BID SHEET AND BIDDER ACKNOWLEDGMENT (23B-012) (continued)**

a) Business Name and Address:

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b) Years of experience conducting ground application herbicide treatment services for reforestation, habitat restoration and/or timber stand improvement purposes: \_\_\_\_\_

c) List of subcontractors, if any, that may be used to perform ground application herbicide treatment services:

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

d) List of similar ground application herbicide treatment 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-012) (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-012, and the attached draft “**2023 Ground Site Prep Herbicide Treatment 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**

<b>1. Bidder Information</b>	
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.	<b>Circle One:</b> <b>Yes</b> <b>No</b>
Is this firm a certified veteran’s business enterprise as defined in section 295.187(3)(a), F.S.? If yes, please provide documentation.	<b>Circle One:</b> <b>Yes</b> <b>No</b>
Has this firm implemented a Drug-Free Workplace program in compliance with section 287.087, F.S.? If yes, please provide documentation.	<b>Circle One:</b> <b>Yes</b> <b>No</b>
<b>2. Bidder Statement of Qualification</b>	
<p>I understand that the above information is required to submit a bid in response to ITB No. 23B-012. By signing this form, I acknowledge that all information is accurate and correct to the best of my knowledge.</p>	
_____	_____
Person Completing Form (print name)	Signature

## **PART 6**

### **6.1 DRAFT 2023 GROUND SITE PREP HERBICIDE TREATMENT SERVICES AGREEMENT**

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

**Agreement for  
2023 Ground Site Prep Herbicide Treatment  
Between  
Northwest Florida Water Management District  
And  
<Insert Contractor Name>  
NFWFMD Contract Number 23-XXX**

This agreement (the “Agreement”) is by and between the Northwest Florida Water Management District (the “District”) and <Insert Company Name>, a <Insert Company type> company (the “Contractor”). The District and the Contractor hereby agree as follows:

**SECTION 1 – SCOPE OF SERVICES**

The Contractor shall perform and render all services hereunder (the “Work”) as an independent contractor of the District and not as an agent, representative, or employee of the District. Work shall be provided and performed in accordance with the Contractor’s bid response (the “Bid Response”) under ITB 23B-012 entitled “2023 Ground Site Prep Herbicide Treatment” and as set forth in Exhibits 1 and 2 attached hereto and incorporated herein by reference.

A. INTENTIONALLY OMITTED

B. INTENTIONALLY OMITTED

C. As part of this Agreement, the Contractor may be called upon to provide expert testimony by legal counsel representing the State of Florida and/or the District. Such requests would be through a Task Order negotiated at a fair price for goods and services.

**SECTION 2 – RESPONSIBILITIES OF CONTRACTOR**

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

B. The District’s approval of field activities, reports, drawings, other services, and incidental Work or materials furnished hereunder shall not in any way relieve the Contractor of responsibility for the technical adequacy of its Work. For the purposes of this Agreement, technical adequacy shall refer to the performance of all Work in accordance with the Quality Assurance requirements set forth in the Contractor’s proposal with said Work performed in accordance with the generally accepted standards and professional practices. The District’s review, approval, acceptance, or payment for any of the Work shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. 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.

D. 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.

- E. The Contractor's obligations under this Section are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in Work.
- F. 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.
- G. The Contractor warrants that it has 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.
- H. 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 or Renewal Term, as defined herein. As provided in s. 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
- I. The Contractor covenants that it presently has no conflict of interest and shall not acquire any interest which would conflict in any manner or degree with the performance under this Agreement.
- J. Performance Bond. Prior to commencing Work, the Contractor shall provide a Performance Bond in an amount of \$XX,XXX.XX equal to ten percent (10%) of the Contract Price of \$XXX,XXX.XX 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 Section 2C. hereof.

A certified Cashier's Check made payable to: "NFWFMD" may be provided to the District in lieu of a surety performance bond.

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

The Contractor will be required to execute this Agreement and provide the performance bond within ten (10) calendar days of execution.

The Performance Bond or Cashier's Check amount shall be returned to the Contractor within thirty (30) days of successful completion of all terms and conditions of this Agreement.



## K. INTENTIONALLY OMITTED

### SECTION 3 – TRUTH-IN-NEGOTIATIONS

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

### SECTION 4 – COMPENSATION

- A. Maximum compensation for the Work shall not exceed XXX DOLLARS (\$XXX,XXX) and, in any event, shall not exceed the availability of funds and current budget authorizations as approved by the District's Governing Board.
- B. The Contractor shall submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of this Agreement to assure the availability of funding for final payment.
- C. Payment of any invoice will be subject to inspection and approval by the District's Project Manager or District's designee. The District's Project Manager will determine, in his/her sole discretion, whether or not the Contractor has successfully completed the authorized Work as outlined in this Agreement. Payment will not be made until the District receives written authorization to do so by the District Project Manager. Payment will be made upon inspection and approval of the applicable Work within thirty (30) days of receipt of an approved invoice. Invoices shall include the Contractor name and address, invoice number, Contractor's taxpayer identification number, date, time period covered by the invoice, the Contract Number of this Agreement, number of acres treated by ground application of herbicide completed including the price per acre for each stand and the total price for the identified stand, total payment requested, amount previously invoiced, and a signed certification by the Contractor's Project Manager that the Work being invoiced has been completed. Payment of any stand that is not approved by the District's Project Manager will be withheld until the Contractor completes the Work on such stand to the District's Project Manager's approval.
- D. Any subcontractor fees and other direct expenses required for completion of the Work will be billed at actual cost without mark-up and must be identified and pre-approved by the District. All travel shall be in accordance with s.112.061, F.S., and District policy, which requires pre-approval by the District. In such instance, travel expenses must be submitted on District travel forms.
- E. An original invoice, including appropriate backup documentation, shall be submitted to both the District's Project Manager, at the contact information included in Section 6.B., and the District's Accounting Department at: [AccountsPayable@nfwwater.com](mailto:AccountsPayable@nfwwater.com).

### SECTION 5 – TIME OF PERFORMANCE

- A. This Agreement is effective on the last date of execution by a party (the "Effective Date") and shall expire on **September 30, 2023** (the "Term"), except for such obligations of the parties that expressly continue beyond the Term. The District's performance and obligation to pay

under this Agreement is contingent upon annual appropriation by the Florida Legislature and/or approval of the District's annual budget.

B. INTENTIONALLY OMITTED

C. INTENTIONALLY OMITTED

D. The Contractor shall proceed with the Work at such rate of progress to ensure full completion within the Term. It is expressly understood and agreed by and between the Contractor and the District that the Term is a reasonable amount of time in which to complete the Work, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

E. If the Contractor shall fail to complete Work within the Term, or extension thereof granted by the District, then the Contractor shall be in default and shall forfeit the Performance Bond required in Section 2.

**SECTION 6 – 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 6.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:

Benjamin Faure, or successor	
Northwest Florida Water Management District	
6418 E. Highway 20	
Youngstown, FL 32466	
Telephone No.:	(850) 722-9919
Fax No.:	(850) 539-2777
E-mail Address:	Benjamin.Faure@nfwwater.com

The District's Site Managers for this Agreement are identified below:

Stands 1-7:

Coakley Taylor, or successor	
Northwest Florida Water Management District	
6418 E. Highway 20	
Youngstown, FL 32466	
Telephone No.:	(850) 722-9919
Fax No.:	(850) 539-2777
E-mail Address:	Coakley.Taylor@nfwwater.com

Stands 8-10:

Eric Toole, or successor	
Northwest Florida Water Management District	

6418 E. Highway 20	
Youngstown, FL 32466	
Telephone No.:	(850) 722-9919
Fax No.:	(850) 539-2777
E-mail Address:	<a href="mailto:Eric.Toole@nwfwater.com">Eric.Toole@nwfwater.com</a>

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

Insert Contractor Representative, or successor	
Insert Company Name	
Insert Address	
City, ST, ZIP	
Telephone No.:	(XXX) XXX-XXXX
E-mail Address:	Insert Email Address

- C. No amendment to this Agreement shall be effective unless agreed in writing and executed by the parties hereto.
- D. The District and the Contractor may, by written order designated to be an Amendment, agree that additional work shall be undertaken within the general scope of this Agreement.
- E. INTENTIONALLY OMITTED
- F. The District shall, at its sole discretion, determine whether the Work has been satisfactorily completed.

**SECTION 7 – 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 operations, and all such insurance policies shall provide for thirty (30) days’ notice to the District of cancellation or any material change in the terms of the insurance policies.

**SECTION 8 – SUBCONTRACTS**

- A. The Contractor shall not subcontract, assign or transfer any Work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Bid Response are pre-approved for use under this Agreement.
- B. 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. 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 included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

## **SECTION 9 – LAW COMPLIANCE**

The Contractor will abide by and assist the District in satisfying and complying with all applicable federal, state and local laws, rules, regulations and guidelines, executive orders and policies related to performance under this Agreement.

## **SECTION 10 – 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 10 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 such notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed thirty (30) days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new Work requiring additional compensation without written approval by the District.
- C. The District may at any time and for any reason give notice of immediate termination of this Agreement at the District's convenience and sole discretion. Upon receipt of such notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue the Work and procurement for all materials and services in connection with the performance of this Agreement.
- D. Upon termination in any event, the Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including, but not limited to, the right to consequential or incidental damages.
- E. In the event the District terminates this Agreement, other than for breach by the Contractor, the 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. 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 11 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES**

- A. The Contractor will provide the District with any and all reports, plans, models, geographic information system data, studies, maps, or other documents resulting from the Work. Unless otherwise specified,

all written materials, documents, plans, model results, and maps shall be submitted to the District in editable electronic format by the Contractor, and hard copies shall be provided as requested by the District. All digital photos, graphics, and maps shall be of sufficient quality to be reproducible.

- B. The Contractor shall be responsible for the validation of all field and analytical data collected by the Contractor and shall be responsible for the accuracy of all reports submitted to the District.
- C. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.
- D. All deliverables, including Work not accepted by the District, are District property when the Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a “work made for hire” as defined by the patent and copyright laws of the United States. The 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 Contract Documents, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.
- E. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District’s sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. Contractor shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

## **SECTION 12 – RELEASE OF INFORMATION**

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by the District, required by Florida Public Records Law under Ch. 119, F.S., or required by court order. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Ch. 119, F.S. However, the Contractor shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the District in writing.

## **SECTION 13 – CHOICE OF LAW/FORUM**

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

**SECTION 14 – PUBLIC ENTITY CRIME/DISCRIMINATORY/ANTITRUST VIOLATOR  
VENDOR LIST**

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list pursuant to s. 287.133, F.S. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, State Purchasing Division, at (850) 488-8440 or send email to [purchasingcustomerservice@dms.myflorida.com](mailto: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 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 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](mailto:purchasingcustomerservice@dms.myflorida.com).
- C. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity, may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work, may not submit a bid, proposal, or reply on leases of real property to a public entity, may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact new business with a public entity, pursuant to s. 287.137, F.S. The Florida Department of Management Services is responsible for maintaining the antitrust violator list. 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](mailto:purchasingcustomerservice@dms.myflorida.com).

**SECTION 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, or Renewal Term, if applicable, and for five (5) years following the termination or expiration of this Agreement. In the event any Work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. Contractor shall comply with Florida Public Records Law under Ch. 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in s. 119.011(12), F.S. Contractor shall keep and maintain public records required by the District to perform the services under this agreement.

- 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 during the Term, Renewal Term, if applicable, and following termination or expiration of the Agreement if the Contractor does not transfer the records to the District.
  - iv. Upon termination or expiration of this Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of 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 records 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@nwfwater.com](mailto:ombudsman@nwfwater.com); or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.**

#### 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 – PAYMENTS**

- A. Payment will be made upon inspection and approval of Work and within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review, all as further set forth herein.
- B. The Contractor agrees to participate in electronic funds transfer payments from the District.

## **SECTION 18 – FINANCIAL CONSEQUENCES; REMEDIES**

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

## **SECTION 19 – EXECUTION OF COUNTERPARTS**

This Contract 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; SEVERABILITY**

The contract documents (“Contract Documents”) which make up this Agreement consist of: this Agreement document, (ii) Invitation to Bid 23B-012, (iii) the Bid Response, (iv) technical specifications, (v) all addenda issued prior to the execution of this Agreement, (vi) the proposal submitted by the Contractor, and (vii) all modifications issued subsequent thereto, together with Exhibit 1 and Exhibit 2 attached hereto. The Contract Documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached. This Agreement, including the Contract Documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto.

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**SECTION 21 – MISCELLANEOUS**

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

(Remainder of page intentionally left blank)

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

Northwest Florida Water Management District  
Havana, Florida

<Insert Contractor Name>  
\_\_\_\_\_, \_\_\_\_\_ (city/state)

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

Lyle Seigler  
Executive Director

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

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

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

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

DRAFT

**EXHIBIT 1- THE WORK**

The Work is the ground application of chemical herbicide for site preparation and vegetation management purposes on 10 Units totaling approximately 299 acres. Individual treatment stands locations and acreage information to conduct the Work is listed below.

**Site Prep Herbicide Treatment Locations and Acreages**

<b>County</b>	<b>Stand #</b>	<b>Section</b>	<b>Township</b>	<b>Range</b>	<b>Acres</b>	<b>Lat/Long</b>
Calhoun	1	19/20	2N	9W	29	30.561/-85.164
Calhoun	2	32	2N	9W	135	30.533/-85.163
Leon	3	35	2N	1W	9	30.527/-84.298
Leon	4	35	2N	1W	7	30.533/-84.299
Leon	5	25/36	2N	1W	2	30.537/-84.290
Liberty	6	12	4S	9W	45	30.147/-85.099
Liberty	7	1	4S	9W	7	30.156/-85.091
Washington	8	28	1N	13W	20	30.462/-85.541
Washington	9	33	1N	13W	24	30.466/-85.541
Washington	10	27	1N	13W	21	30.458/-85.535
<b>SITE PREP HERBICIDE TREATMENT ACREAGE</b>					<b>299</b>	

*\*\*All Work shall be performed in accordance with the Technical Specifications listed below.*

**Technical Specifications**

1. The Contractor will supply and apply chemical herbicides for vegetation management purposes to site prepare approximately 299 acres for reforestation on each unit to the chemical herbicide treatment amounts listed below.
2. All stands will receive the following chemical herbicide treatment on a per-acre basis:

<b>Stand #</b>	<b>Chemical Herbicide Treatment (per acre)</b>
<b>1,2,4, 6-10</b>	<b>40oz. of 26.7% Imazapyr</b> + <b>80oz. of 83.9% Triclopyr</b> + <b>64 oz. modified seed oil surfactant</b>

<b>3 &amp; 5</b>	<b>192oz. of 41%Glyphosate</b> + <b>40oz. of 26.7%Imazapyr</b> + <b>80oz of 83.9% Triclopyr</b> + <b>94oz. modified seed oil surfactant</b>
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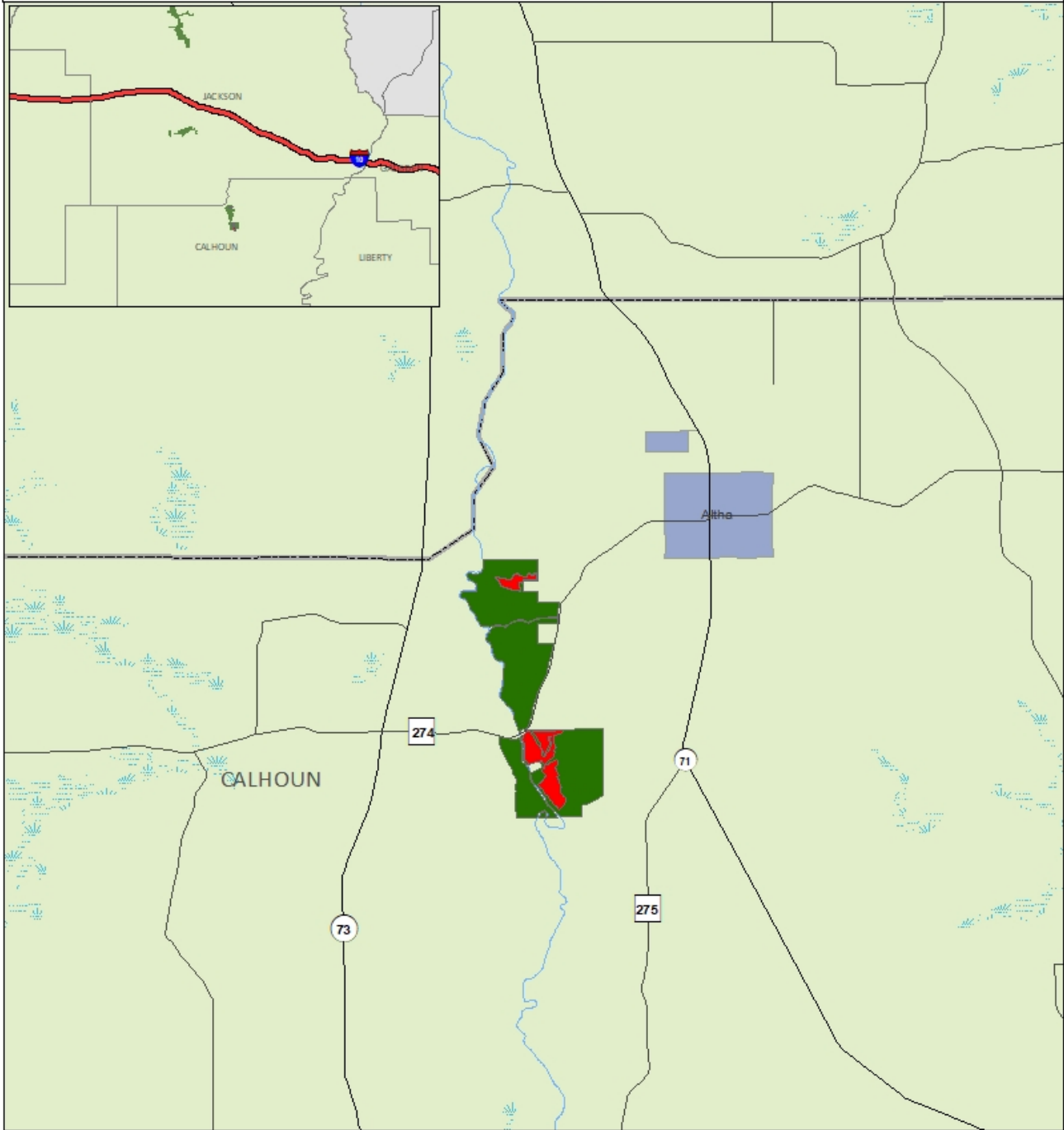
**Application shall be no less than 20 gallons per acre (GPA) of total solution.**

Generic herbicides may be used but must have equivalent concentrations of active ingredients. Modified seed oil surfactant must be manufactured specifically for use with herbicides. The Contractor shall present proof that this herbicide formulation has been maintained during the entire chemical herbicide treatment to any District representative. Contractor shall have herbicide containers bearing the specific product labels onsite and available for inspection by District staff at all times that herbicide is being applied.



3. The applicator must utilize a GPS flagging system. A minimum of 95% of each designated treatment unit must be adequately covered with chemical. **The Contractor shall apply the specified herbicide in the specified locations only and will be held responsible for any offsite (district and non-district lands) impacts associated with the herbicide application.**
4. All empty chemical containers must be removed from the site and lawfully disposed of in accordance with the product label. Trash or other debris resulting from the Contractor's operations must be removed on a daily basis.
5. **The contractor will stay out of or not spray in the drip line of standing live oak trees in Stands 3, 4 and 5.**
6. The Contractor is to complete the record keeping form attached below in accordance with all pesticides regulated by Chapter 487, F.S. This form meets requirements for restricted use pesticides and central posting requirements for the federal Worker Protection Standard. The Contractor will turn the form in at the District at the completion of the project.

**EXHIBIT 2- CONTRACTOR'S BID**  
**(To be added after Contract Award)**

Exhibit Map A



General Location Map  
2023 Chemical Site Prep - Altha Tract  
Chipola River Water Management Area  
Calhoun County, Florida  
164 Acres

-  Treatment Areas
-  District Lands

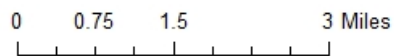
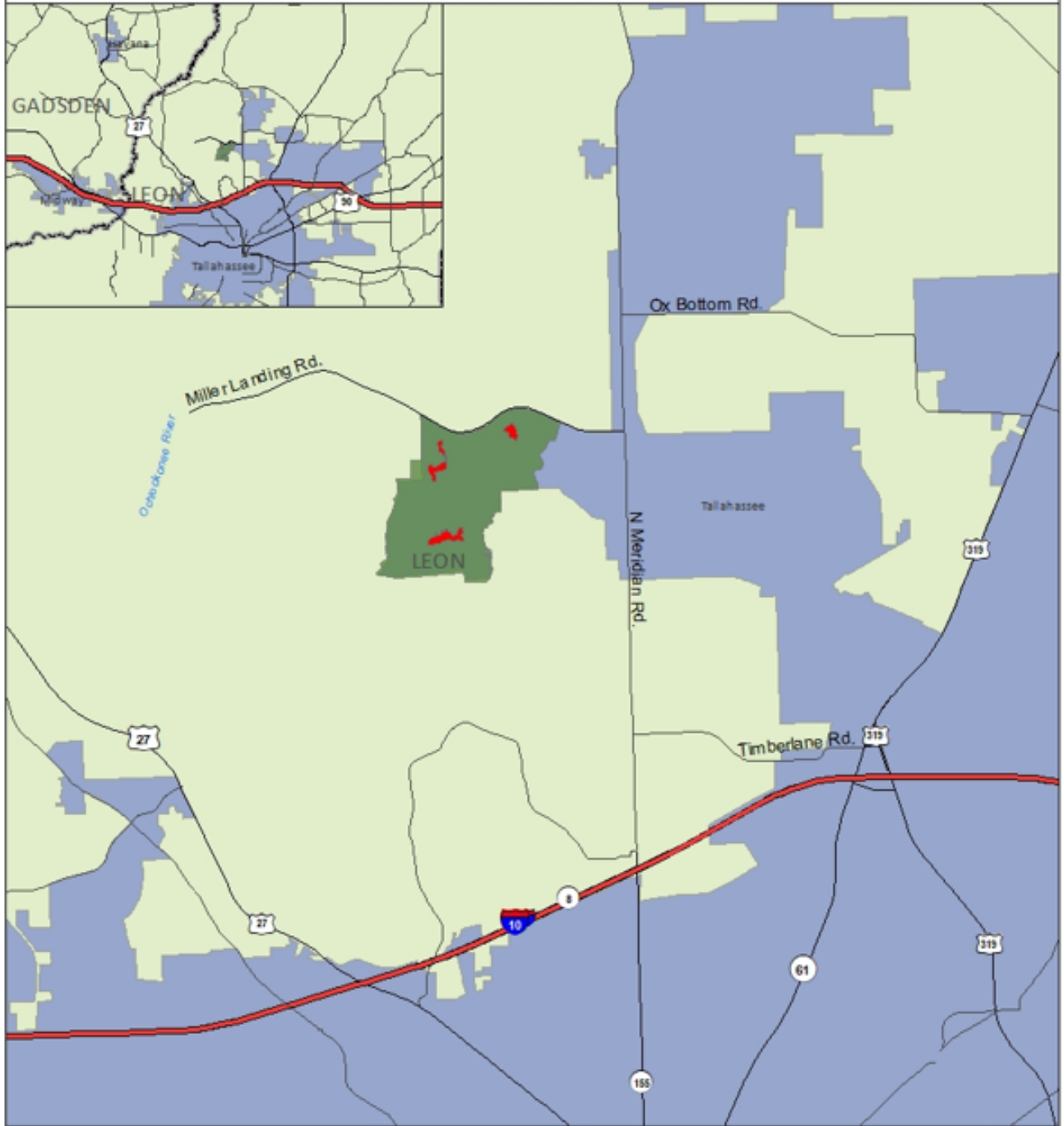




Exhibit Map B

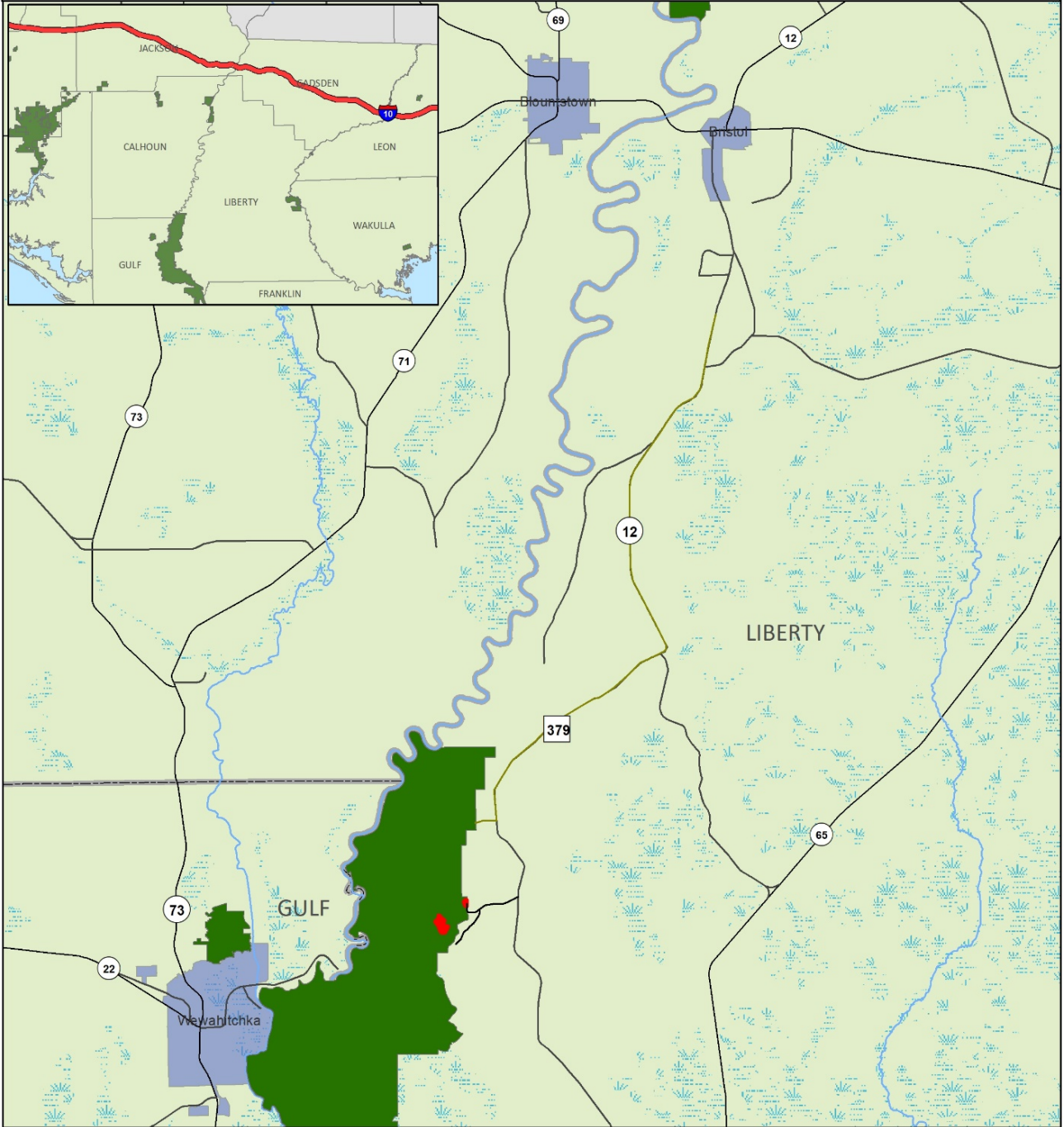


-  Treatment Areas
-  District Lands



General Location Map  
2023 Chemical Site Prep - E. K. Phipps Park  
Leon County, Florida  
18 Acres



Exhibit Map C



General Location Map  
2023 Chemical Site Prep - Pig and Coon Islands  
Apalachicola River Water Management Area  
Liberty County, Florida  
52 Acres

-  Treatment Areas
-  District Lands

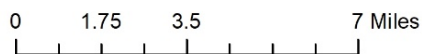
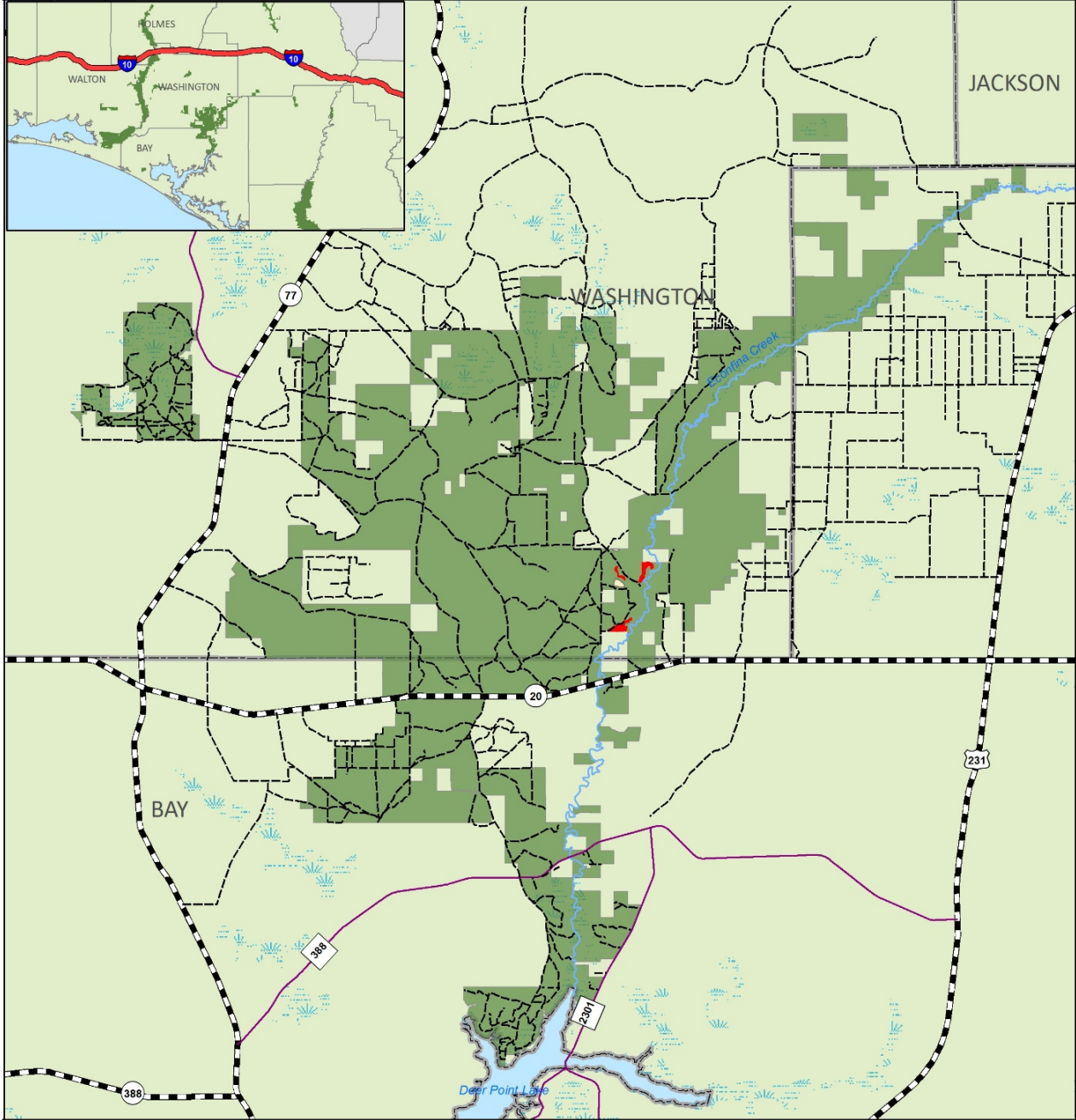






Exhibit Map D



General Location Map  
2023 Chemical Site Prep  
Econfina Creek Water Management Area  
Washington County, Florida  
65 Acres

-  Treatment Areas
-  District Lands

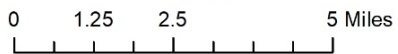
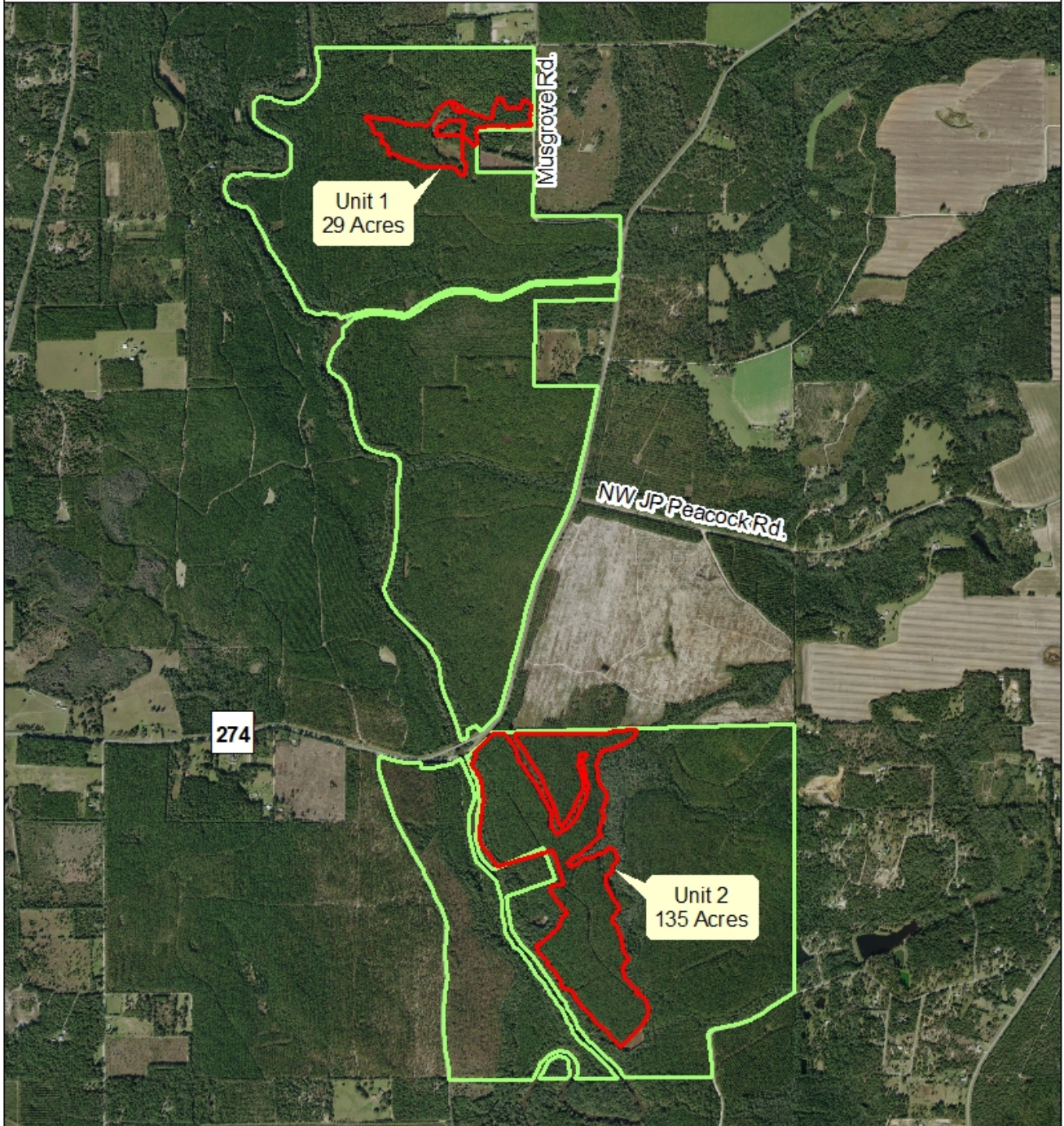






Exhibit Map 1



-  Treatment Areas
-  District Lands

2023 Chemical Site Prep - Altha Tract  
Chipola River Water Management Area  
Sections 19,20 & 32, Township 2N, Range 9W  
Calhoun County, Florida  
164 Acres

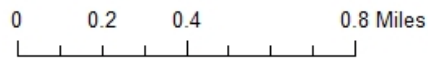






Exhibit Map 2



-  Treatment Areas
-  District Lands

2023 Chemical Site Prep - E.K. Phipps Park  
Sections 25,26,35 & 36, Township 2N, Range 1W  
Leon County, Florida  
18 Acres

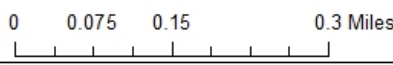
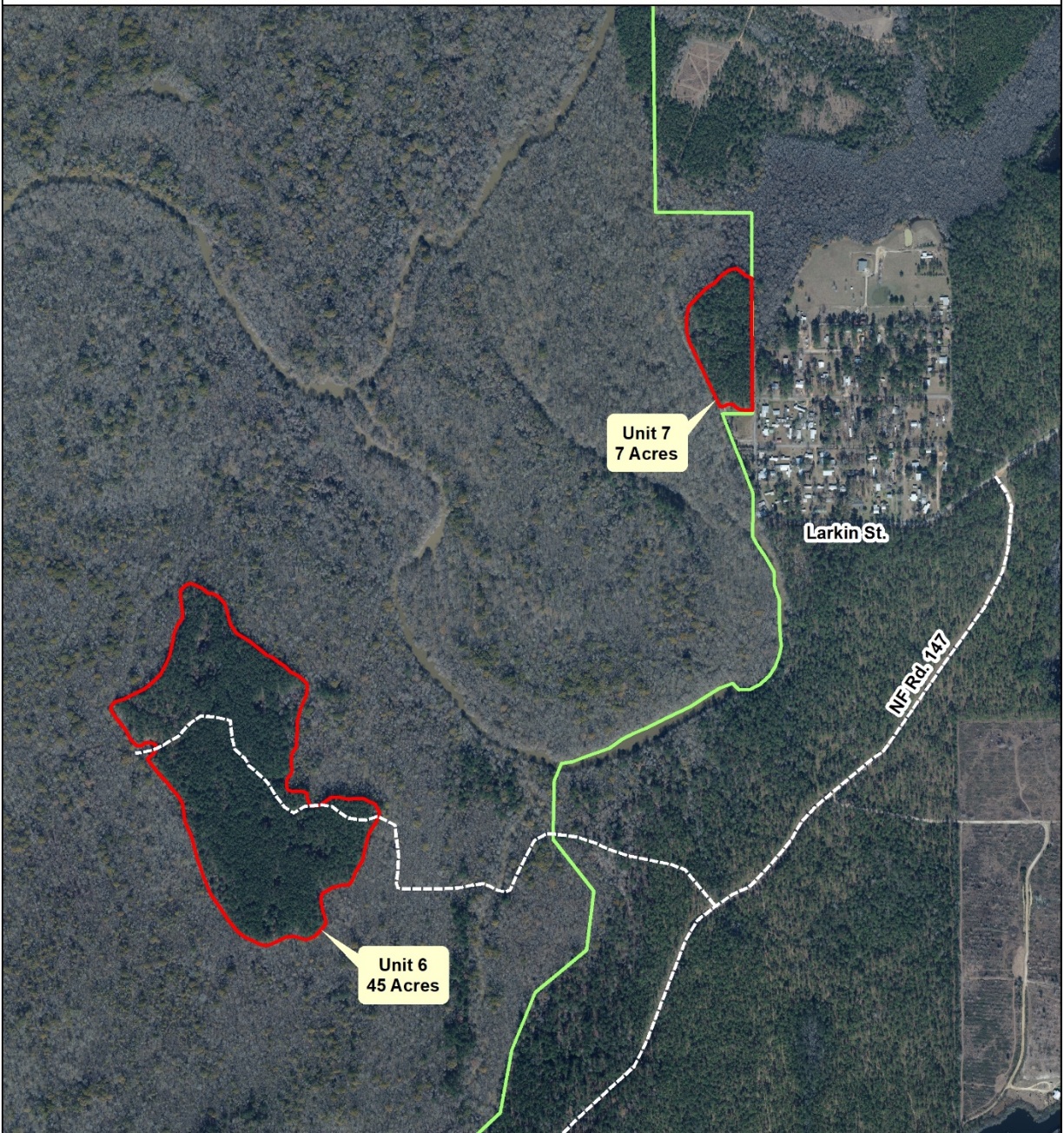






Exhibit Map 3



-  Treatment Areas
-  District Lands

2023 Chemical Site Prep - Pig and Coon Islands  
Apalachicola River Water Management Area  
Sections 1 & 12, Township 4S, Range 9W  
Liberty County, Florida  
52 Acres

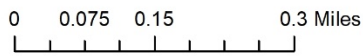
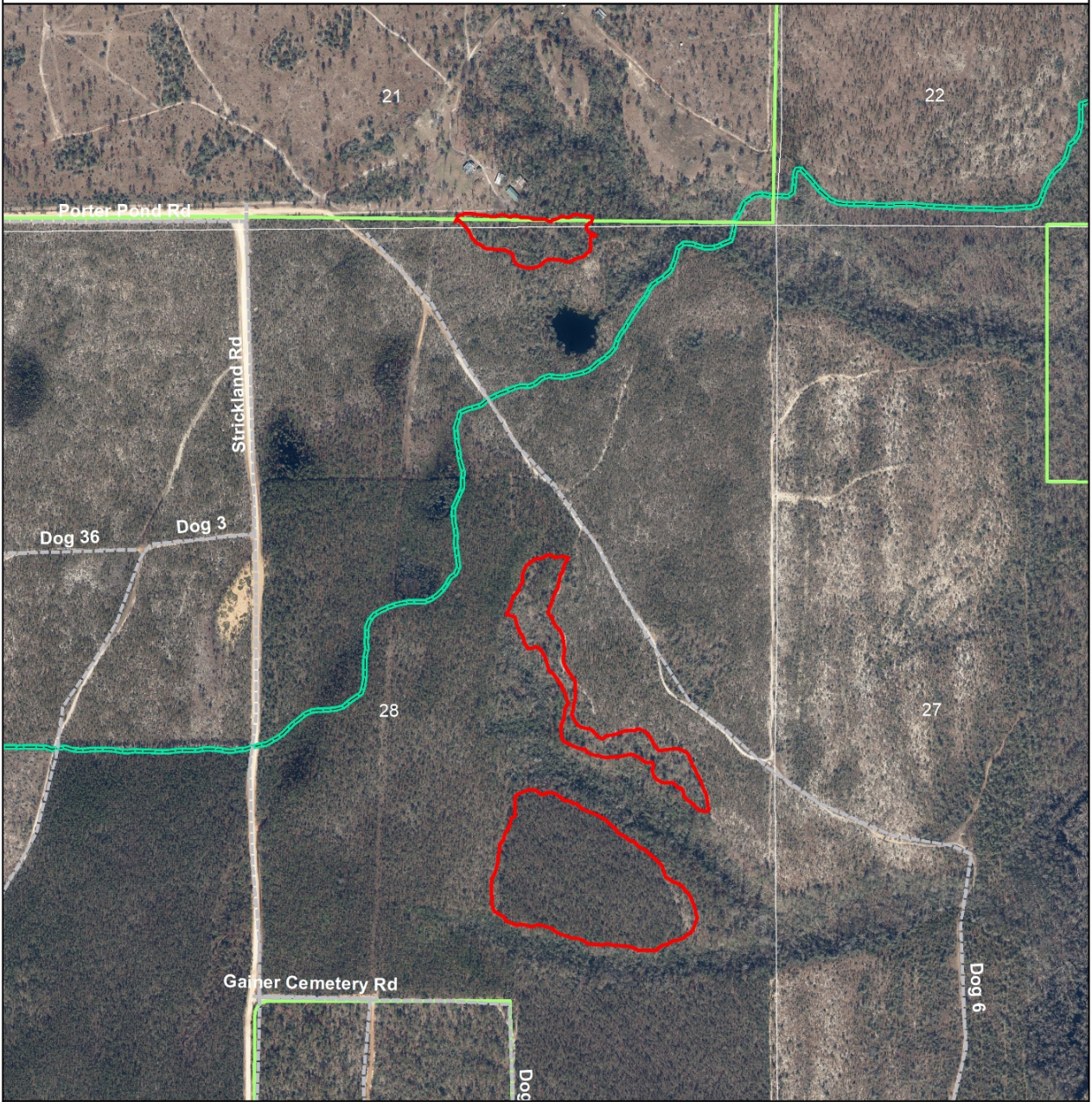






Exhibit Map 4



-  Treatment Areas
-  District Lands

2023 Chemical Site Prep - Stand 8  
Econfina Creek Water Management Area  
Section 28, T1N, R13W  
Washington County, Florida  
20 Acres

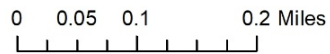
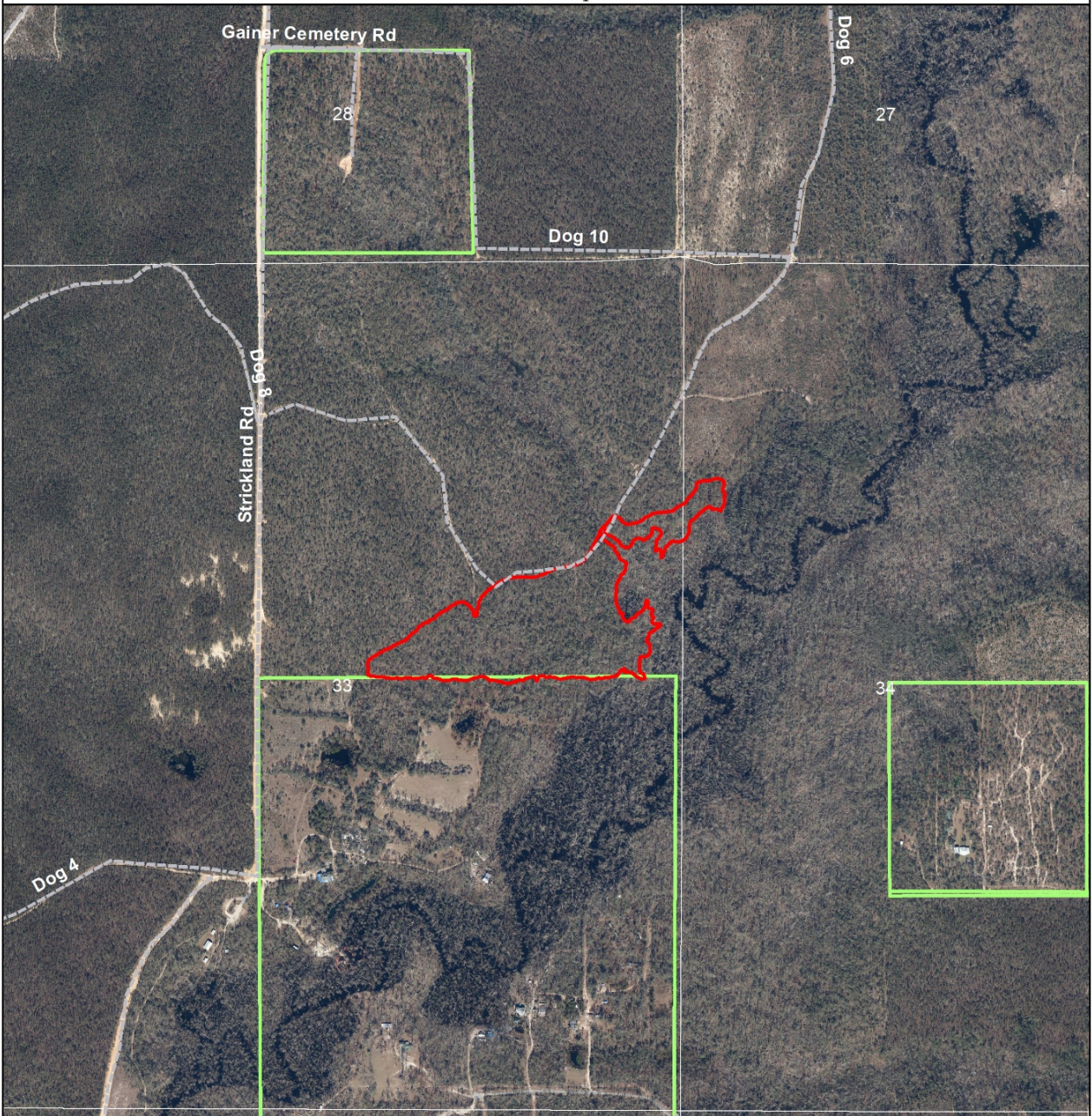






Exhibit Map 5



-  Treatment Area
-  District Lands

2023 Chemical Site Prep - Stand 9  
Econfina Creek Water Management Area  
Section 33, T1N, R13W  
Washington County, Florida  
24 Acres

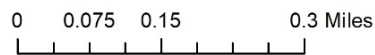
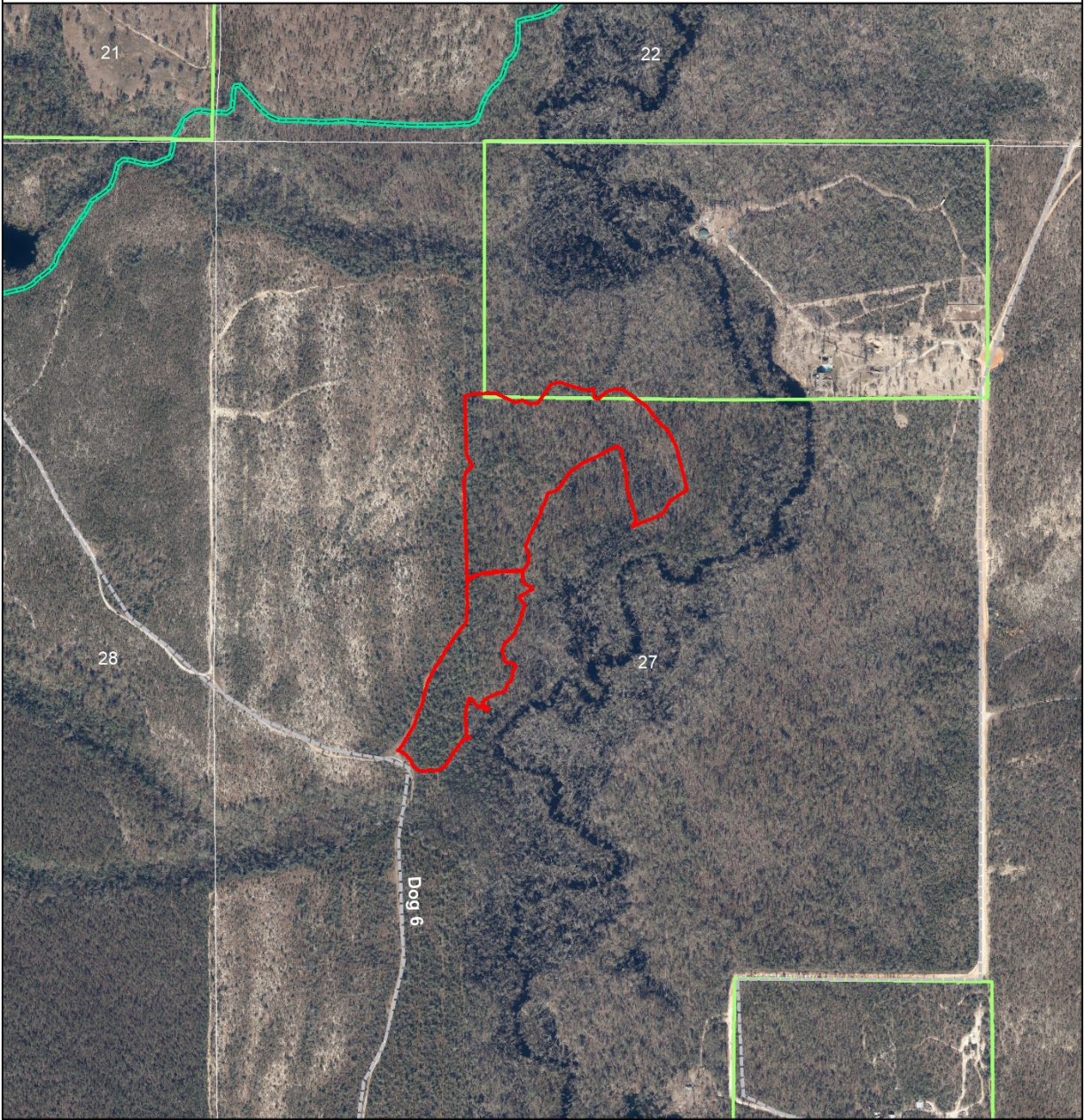




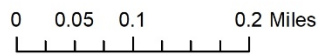


Exhibit Map 6



-  Treatment Area
-  District Lands

2023 Chemical Site Prep - Stand 10  
Econfina Creek Water Management Area  
Section 27, T1N, R13W  
Washington County, Florida  
21 Acres



# Herbicide Recordkeeping Form

1. Date 2. Start Time 3. End Time	1. Location/Description of Treatment Area 2. Target Species	Acres Treated	1. Herbicide Brand Name 2. EPA Reg. No. 3. Active Ingredient	Amount Herbicide applied	Application Method	Restriction Entry Interval




Licensed Applicator:

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License No.:

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Property Owner:

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