

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## Invitation to Bid (“ITB”) No. 25B-006

### 2026 LONGLEAF PINE TUBELINGS

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, Florida 32333, is soliciting bids for 2026 LONGLEAF PINE TUBELINGS for the purchasing of longleaf pine tubelings from a xeric longleaf pine sandhill upland or acceptable seed source. The bids will be for tubeling purchases and delivery in January 2026, subject to satisfactory performance, availability of funds and mutual agreement of both parties. The District’s minimum quantity of longleaf pine tubelings for January 2026 is 331,000.

**The deadline for submission of bids and the opening of the sealed bids is 2:00 P.M. Eastern Time (ET) February 27, 2025.** 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 at: (<http://www.nwfwater.com>), from the DemandStar website at (<https://www.demandstar.com/app/login>), or from the State of Florida’s Vendor Information Portal website at: (<https://vendor.myfloridamarketplace.com/>).

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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 “**2026 LONGLEAF PINE TUBELINGS**”

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

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

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:00 P.M. EASTERN TIME (ET),  
FEBRUARY 27, 2025, THE DAY OF THE PUBLIC OPENING.**

### **1.4 INVITATION TO BID**

The District solicits offers for the services of responsible bidders to grow, extract, and supply the District with a minimum of 331,000 longleaf pine tubelings in January 2026.

### **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 bidder(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.

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, DemandStar 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. If none, state none.

## **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 MANDATORY PRE-BID CONFERENCE AND/OR ORAL PRESENTATIONS**

There will not be a mandatory pre-bid conference for this solicitation.

There will not be oral presentations for this solicitation.

## **1.10 INQUIRIES AND ADDENDA**

All questions regarding this ITB shall be provided in writing and emailed to the Procurement Officer, Lyn Shiver, at [Lyn.Shiver@nfwwater.com](mailto:Lyn.Shiver@nfwwater.com) no later than 12:00 P.M. (Noon) Eastern Time (ET) on February 13, 2025. Inquiries shall reference the date of the ITB opening and ITB title and number.

If addenda become necessary, the District will provide written addenda and post addenda on the District's website, DemandStar 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 Contract Documents.

## 1.11 TIMETABLE

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

- On February 6, 2025, the District issues the Invitation to Bid.
- From the time of issuance on February 6, 2025, until 12:00 P.M. (Noon) Eastern Time (ET) on February 13, 2025, the District will receive written inquiries by email on the ITB.
- If substantive written inquiries are received, the District will issue an Addendum to respond to such inquiries at least ten (10) calendar days prior to bid opening.
- Bid Opening Deadline: The sealed bids will be opened at 2:00 P.M. Eastern Time (ET), February 27, 2025\*. Bids received after the bid opening deadline will not be considered.
- From opening time, the District will review and evaluate the bids on a timely basis.
- The District may enter into a contract with the qualified bidder 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, DemandStar website, and the State of Florida's Vendor Information Portal website.

## 1.13 SUBMISSION AND WITHDRAWAL

Respondents must submit bids electronically through DemandStar. **Submissions will be accepted through DemandStar only.**

- 1) Submittals are accepted through the District's online bid system, DemandStar. Respondents must be registered with DemandStar in order to submit their responses on the DemandStar website. To register, please visit the DemandStar website at: [www.demandstar.com/app/registration](http://www.demandstar.com/app/registration).
- 2) For instructions on how to complete a free registration with DemandStar, please consult the [District's DemandStar overview](#).
- 3) Instructions for submitting an online bid are available on the District's website at: <https://nfwwater.com/business-finance/district-procurement/>.

Bids not submitted through DemandStar do not constitute "delivery" and are not considered "received by" the District as required by this ITB. Submittal of bids other than through DemandStar shall not be accepted.

It is the respondent's responsibility to ensure his/her bid submission is delivered at the proper time. **Bids that are, for any reason, received after the established deadline will not be considered.**

A respondent may withdraw a bid by notifying the District electronically at any time prior to the bid opening. 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 **Forms** (see Part 5). 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 responses on the **Forms** 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 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 [https://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd/get\\_certified](https://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified).

#### **1.15 AMERICANS WITH DISABILITIES ACT**

The District does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Jack Furney, Division of Administrative Services, at (850) 539-5999.

#### **1.16 SOCIAL, POLITICAL, AND IDEOLOGICAL INTERESTS**

In accordance with s. 287.05701, F.S., the District shall not request documentation of or consider a respondent's social, political, or ideological interests in determining if the respondent is a

responsible vendor. The District shall not give preference to a respondent based on the respondent's social, political, or ideological interests.

### **1.17 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, 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).

### **1.18 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.

### **1.19 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."



## **1.20 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.

## **1.21 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.

## **1.22 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.

## **1.23 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.**

#### **1.24 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.

#### **1.25 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.

#### **1.26 COOPERATIVE PURCHASING**

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

#### **1.27 PERFORMANCE BOND**

A performance bond in the amount of ten percent (10%) of the total contract amount (bidder'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: "NFWWMD" 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 successful bidder 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 WORK

The bidder will grow, supply and deliver to the District a minimum of 331,000 longleaf pine tubelings for planting activities during the District’s 2025-2026 fiscal year, beginning October 1, 2025 (The “Work”). Tubelings are to be delivered in January 2026. Purchase of longleaf pine tubelings will be subject to the availability of District funds and approval by the District’s Governing Board.

### Longleaf Pine Tubelings Specifications

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

District longleaf pine tubeling quantities and specifications are summarized below.

**Table 1**

Agreement Year	Anticipated Delivery	Common Name	Genus species	Planting Stock Age	Minimum Quantity Required
1	January 2026	Longleaf Pine	Pinus palustris	1-0	331,000

### **Longleaf Pine Tubelings Delivery Schedule**

The bidder will prepare for the extraction and delivery of the longleaf tubelings to the District between January 1, 2026 and January 31, 2026. All tubelings will be inspected and approved by District staff at time of delivery. All tubelings deemed by the District's project manager or his/her representative, in his/her sole discretion, to be unsatisfactory for planting will not be accepted by the District. The bidder will be required to replace all unsatisfactory longleaf pine tubelings at no cost to the District within the planting timeframe specified for the particular year. The District will withhold payment for all unsatisfactory tubelings and associated delivery costs.

## PART 3. BID REQUIREMENTS

### 3.1 RULES FOR THE BIDS

1. All bids must comply with applicable Florida Statutes, laws, and rules.
2. **One electronic bid** must be submitted through DemandStar. See Part 1, *Section 1.13 Submission and Withdrawal* for further details.
3. All bids shall be completed and submitted on the attached **Forms** (Part 5).
4. 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.
5. 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.
6. All costs whether direct or indirect which will ultimately be paid by the District must be included in the price on the **Bid Forms** (Part 5). Any indirect, overhead, profit margin or other such costs, however named, must also be included in the bid price.
7. 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.
8. The successful bidder will be required to execute the contract and provide the performance bond within ten (10) calendar days once the awarded successful bidder is notified by the District Project Manager. In case of failure of the successful bidder to execute the agreement within the timeline above, the District may at its opinion consider the bidder in default, in which case the District may award the bid to another bidder at its sole discretion.
9. 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.

### 3.2 BID BOND

A Bid Bond will not be required for ITB 25B-006.

### 3.3 VENDOR REGISTRATION AND W-9 FORMS

The successful bidder will be required to complete a Vendor Registration Form and W-9 Form once notified of award by the District Project Manager.

### 3.4 RESPONDENT CHECKLIST

Please review the checklist 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 **Forms (pages 16 through 19)**? Have you verified all amounts to ensure that they are complete and accurate?
- If a conflict of interest exists as described in *Section 1.7 Conflict of Interest*, have you included a statement of disclosure? If none, state none.
- Have you verified the submittal of your complete Bid Package through DemandStar before the deadline? Bids received after the date and time specified will not be considered.

## **PART 4. EVALUATION OF BIDS**

### **4.1 EVALUATION METHOD AND CRITERIA**

Evaluation of the Bid Package 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 the “2026 Longleaf Pine Tubelings.”
2. If two or more bids are tied, 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.
3. If there is still a tie, the tie will be broken by lot (for example, coin toss).

## PART 5. FORMS

### 5.1 BID FORMS (ITB 25B-006)

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for the 2026 LONGLEAF PINE TUBELINGS ITB 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 25B-006 and the attached draft agreement for the project, 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 1.19* above.

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Authorized Bidder Signature

---

Bidder Title

---

Bidder Name (Print or Type)

---

Company Name

---

Date

---

Address

---

Area Code Telephone Number

---

City State Zip

---

E-mail Address

---

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

---

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

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

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Agency Clerk  
Northwest Florida Water Management District



**5.1 BID FORMS (CONTINUED)**

**2026 LONGLEAF PINE TUBELINGS  
ITB 25B-006**

**BASE BID = (TUBELINGS + DELIVERY)**

**TUBELINGS**

<b>Common Name</b>	<b>Minimum Quantity Desired for 2026</b>	<b>Price Per Tubeling</b>	<b>Total Cost for 331,000 Tubelings</b>
<b>Longleaf Pine</b>	<b>331,000 X</b>	<b>\$ _____ =</b>	<b>\$ _____</b>

**DELIVERY COSTS**

<b>Round-Trip Refrigerated Delivery Cost (Per Load)** (to 6418 E. Highway 20 Youngstown, FL 32466)</b>	<b>TOTAL DELIVERY COSTS</b>
<b>\$ _____ X 2 Loads</b>	

**BASE BID GRAND TOTAL LUMP SUM FOR LONGLEAF PINE TUBELINGS AND ROUND TRIP DELIVERY COSTS COMBINED.**

**\$ \_\_\_\_\_**

**\*\*Factors for quoting Delivery Costs**

- The **Delivery Address** is 6418 E. Highway 20 Youngstown, FL 32466. All tubelings delivered in 2026 will go to this address.
- Delivery cost to the Delivery Address is inclusive of all costs required to deliver a loaded trailer to the specified location, including but not limited to, trailer and semi-tractor transport mileage, fuel, labor, insurance, maintenance etc.
- Delivery cost is round-trip. Assume that an empty trailer will be retrieved when a loaded trailer is dropped.
- Refrigerated Trailers with a minimum capacity of 200,000 boxed longleaf pine tubelings shall be used and shall be in good working order upon delivery, with repair service provided when needed. Fuel level for the refrigeration unit will be noted at the time of delivery and will be re-filled to this level by the District prior to retrieval of the trailer.

**5.1 BID FORMS (CONTINUED)**

**2026 LONGLEAF PINE TUBELINGS  
ITB 25B-006**

**ALTERNATE BID = (TRAILER RENTAL COST AND MILEAGE)**

<b>Trailer Rental Cost Per day</b>	<b>Mileage Cost Adjustment for delivery if more mileage from Delivery Location</b>
\$ _____	\$ _____/Mile

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

**Factors for quoting Trailer Rental Costs and Mileage**

- Trailer Rental is on a daily basis beginning the day a trailer is delivered to a District project site and ending on the day that a trailer has been emptied of its contents. Delivery logistics shall be coordinated with the District to minimize the number of Trailer Rental days charged during a planting project.
- District staff will monitor refrigerator operation and will provide fuel for trailer while the trailer is on District Property and contains longleaf pine tubelings.
- Per mile additions (additional mileage above and beyond the round trip distance from the bidder's growing location) may be utilized if a trailer needs to be delivered to an alternate location. Fill in "Mileage Pricing for Alternate Delivery Locations" Table.

## 5.2 BIDDER INFORMATION FORM

### Bidder Information

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

<b>Years of experience growing longleaf pine tree tubelings:</b>	
--	--

<b>List of at least three customers to whom your nursery has supplied at least 300,000 longleaf pine tree tubelings in the past two years, who the District may contact for a reference:</b>		
<b>Date (Month/Year)</b>	<b>Quantity of Longleaf Pine Tubelings Provided</b>	<b>Customer</b> Include Customer (company or agency) name and location (state/county) and a name and phone # for the person who can provide a reference.)

Is this firm a certified minority business enterprise as defined in s. 288.703(1), F.S.? If yes, please provide documentation.

**Check One:**     Yes     No

Is this firm a certified veteran's business enterprise as defined in s. 295.187(3)(a), F.S.? If yes, please provide documentation.

**Check One:**     Yes     No

Has this firm implemented a Drug-Free Workplace program in compliance with s. 287.087, F.S.? If yes, please provide documentation.

**Check One:**     Yes     No

## **PART 6. DRAFT AGREEMENT FOR PROJECT**

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

**Agreement for**

---

**Between**

**Northwest Florida Water Management District**

**And**

---

**NFWWMD Contract Number \_\_\_\_\_**

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

**SECTION 1 – SCOPE OF SERVICES**

- A. 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) \_\_\_\_\_ entitled "\_\_\_\_\_" incorporated herein by reference, and the Scope of Work incorporated herein by reference as Attachment A.
- B. The contract documents which make up this Agreement consist of this Agreement document, Invitation to Bid \_\_\_\_\_, 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.
- C. All work shall be performed in accordance with the specifications and requirements contained in the Scope of Work and Technical Specifications.

**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.
- I. Prior to commencing Work, the Contractor shall provide a Performance Bond in an amount of \_\_\_\_\_, equal to \_\_\_\_\_ of the Contract Price of \_\_\_\_\_.
  - i. The Performance Bond 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 2.D. hereof.
  - ii. A certified Cashier's Check made payable to: "NFWWMD" may be provided to the District in lieu of a surety performance bond.
  - iii. 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.
  - iv. The Contractor will be required to execute this Agreement and provide the Performance Bond within ten (10) calendar days of execution.
  - v. 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.

### **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 Attachment A and pricing for plants and delivery services set forth in Exhibit 1: Contractor's Bid for ITB \_\_\_\_\_, 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 3B, and the Accounting Bureau at: [AccountsPayable@nfwwater.com](mailto: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 on 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.

#### **SECTION 4 – 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 by a party and shall remain in effect \_\_\_\_\_, (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 5 – 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 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 8.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:

Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32350-4712	
Telephone No.:	(850) 539-9999
E-mail Address:	

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

Telephone No.:	
E-mail Address:	

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



- E. The District shall, in its sole discretion, determine whether the Work has been satisfactorily completed.
- F. The Contractor agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from any act or failure to act by the Contractor, its agents or employees to the extent permitted by Florida law.
- G. The District may unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Ch. 119, F.S., and made or received by the Contractor in conjunction with this Agreement.

#### **SECTION 7 – 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 8 – 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 9 – 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 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 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 as of the date of termination.

#### **SECTION 11 – 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 below, 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 12 – 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 13 – 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 14 – PUBLIC CRIMES/DISCRIMINATOR ANTITRUST VIOLATOR VENDORS**

- A. 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 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 or 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)
- B. Pursuant to s. 216.1366, F.S., if Contractor meets the definition of a non-profit organization under s. 215.97(2)(m), F.S., Contractor must provide the District with documentation that indicates the amount of state funds:
  - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
  - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to s. 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

## SECTION 15 – 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 16 – 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, and 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 the District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under Ch. 119, F.S., or as otherwise provided by law.
  - ii. Upon request from the District’s custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Ch. 119, F.S., or as otherwise provided by law. All records that are stored electronically must be provided to the District in a format that is compatible with current information systems.
  - iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law 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@NWF WATER.COM](mailto:OMBUDSMAN@NWF WATER.COM); OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333**

#### **SECTION 17 – FINANCIAL CONSEQUENCES AND REMEDIES**

In accordance with section 287.058, Florida Statutes (F.S.), which requires identification of performance measures and financial consequences for nonperformance, submittal of required deliverables by dates indicated in the Scope of Work comprise criteria by which performance will be measured. Failure to complete services outlined in the Scope of Work within the time identified above will result in the following financial consequences: services completed, and deliverables provided more than five but less than fourteen days after scheduled completion will be assessed a 3% reduction in payment for those specific services; services completed and deliverables provided more than thirteen but less than twenty-one 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 applicable 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 \_\_\_\_\_, 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 by District staff in its sole discretion. No payment will be made for deliverables deemed unsatisfactory by the District in its sole discretion.

#### **SECTION 18 – 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 19 – OTHER STATUTORY PROVISIONS**

- A. Disclosure of Gifts from Foreign Sources. If the value of the grant or contract under this Agreement is \$100,000 or more, Grantee or Contractor shall disclose to the District any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in s. 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of

receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant or contracting with the District, Grantee or Contractor must also provide a copy of such disclosure to the Department of Financial Services.

- B. Food Commodities. To the extent authorized by federal law, the District, its grantees, contractors, and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in s. 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.
- C. Anti-human Trafficking. If the Grantee or Contractor is a nongovernmental entity, the Grantee or Contractor must provide the District with an affidavit signed by an officer or a representative of the Grantee or Contractor under penalty of perjury attesting that the Grantee or Contractor does not use coercion for labor or services as defined in s. 787.06, F.S.
- D. Iron and Steel for Public Works Projects. If this Agreement funds a “public works project” as defined in s. 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in s. 255.0993, F.S. This requirement does not apply if the District determines that any of the following circumstances apply to the Project:
  - i. iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
  - ii. the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
  - iii. complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Grantee’s or Contractor’s minimal use of foreign steel and iron materials if:

- iv. such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- v. the “cost” of such materials, as defined in s. 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

**SECTION 20 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT**

This Agreement, including EXHIBIT 1: CONTRACTOR’S BID submitted for ITB No. \_\_\_\_\_, 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.

If the Contractor is a nongovernmental entity, the Contractor must provide the District with an affidavit signed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in section 787.06, F.S.

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

**Northwest Florida Water  
Management District**

\_\_\_\_\_

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

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

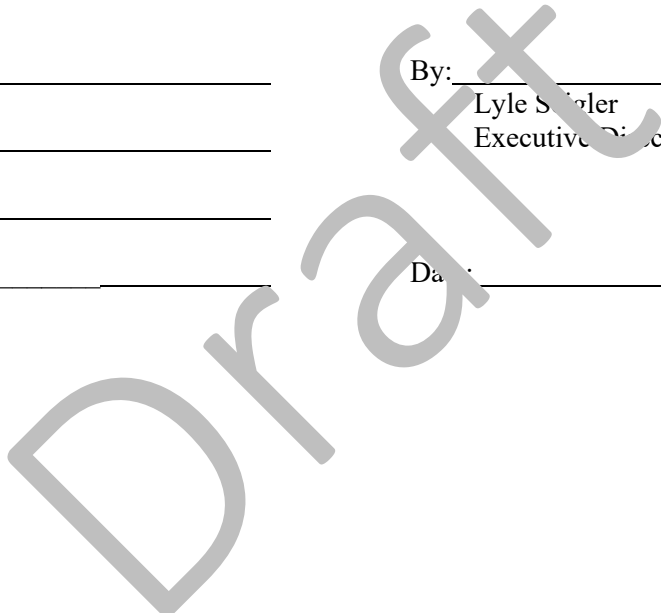
Print Title: \_\_\_\_\_

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

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

Lyle S. [unclear]  
Executive Director

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



List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

## ATTACHMENT A - SCOPE OF WORK

The Contractor will grow, supply and deliver to the District a minimum of 331,000 longleaf pine tubelings for planting activities during the District’s 2025-2026 fiscal year, beginning October 1, 2025 (The “Work”). Tubelings are to be delivered in January 2026. Purchase of longleaf pine tubelings will be subject to the availability of District funds and approval by the District's Governing Board.

### Longleaf Pine Tubelings Specifications

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

District longleaf pine tubeling quantities and specifications are summarized below.

**Table 1**

Agreement Year	Anticipated Delivery	Common Name	Genus species	Planting Stock Age	Minimum Quantity Required
1	January 2026	Longleaf Pine	Pinus palustris	1-0	331,000



### **Longleaf Pine Tubelings Delivery Schedule**

The Contractor will prepare for the extraction and delivery of the longleaf tubelings to the District between January 1, 2026 and January 31, 2026. All tubelings will be inspected and approved by District staff at time of delivery. All tubelings deemed by the District's project manager or his/her representative, in his/her sole discretion, to be unsatisfactory for planting will not be accepted by the District. The Contractor will be required to replace all unsatisfactory longleaf pine tubelings at no cost to the District within the planting timeframe specified for the particular year. The District will withhold payment for all unsatisfactory tubelings and associated delivery costs.

Draft

EXHIBIT 1

CONTRACTOR'S BID

(TO BE ADDED AFTER CONTRACT AWARD)

Draft

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**

**LABOR AND SERVICES AFFIDAVIT**

Effective July 1, 2024, pursuant to §787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip Code \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Authorized Representative's Name: \_\_\_\_\_  
Authorized Representative's Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**AFFIDAVIT**

I, \_\_\_\_\_, as authorized representative attest that \_\_\_\_\_ does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

\_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Date)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

(SEAL)

\_\_\_\_\_  
Print, Type, or Stamp Name of Notary

Personally Known: \_\_\_\_\_

OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_