

**INVITATION TO BID**  
**2019 HAND PLANTING SERVICES FOR REFORESTATION**  
**AND GROUNDCOVER RESTORATION**  
**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**  
**(BID NUMBER 19B-003)**

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-4712, will receive sealed bids up to the 2:30 P.M. EST opening time on December 6, 2018, for Hand Planting Services for Reforestation and Groundcover Restoration, which involves planting approximately 1,580,500 container-grown longleaf pine tree and groundcover tubelings on approximately 2,036 acres in Bay, Calhoun, Walton, and Washington Counties.

All bids must conform to the instructions in the Invitation to Bid (ITB). Interested parties may obtain a copy of the complete ITB package at the above address, by calling (850) 539-5999 by visiting the District's website at [www.nwfwater.com](http://www.nwfwater.com) or by visiting the state's Vendor Bid System website at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu).

The bid opening is open to the public. Provisions will be made to accommodate the handicapped (if requested) provided the District is given at least 72 hours advance notice.

All bids must comply with applicable Florida Statutes.

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## **GENERAL INFORMATION**

### **PART I**

#### **1-1 DEFINITIONS**

For the purpose of this Invitation to Bid, "bidder" shall mean contractors, vendors, consultants, respondents, organizations, firms or other persons submitting a response to this Invitation to Bid.

#### **1-2 PURPOSE**

This Invitation to Bid provides guidelines for the submission of bids for the project entitled:

### **2019 HAND PLANTING SERVICES FOR REFORESTATION AND GROUNDCOVER RESTORATION**

#### **1-3 ISSUING OFFICE, DATE AND LOCATION OF BID OPENING**

Division of Asset Management  
Northwest Florida Water Management District  
81 Water Management Drive  
Havana, Florida 32333-4712

Hereinafter referred to as the "District"

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:30 P.M. EST  
ON DECEMBER 6, 2018**

#### **1-4 INVITATION TO BID**

The District solicits offers for the services of responsible bidders to perform 2019 Hand Planting Services for Reforestation and Groundcover Restoration on approximately 2,036 acres in Bay, Calhoun, Walton, and Washington Counties.

#### **1-5 CONTRACT AWARDS**

The District anticipates entering into a contract with or issuing a purchase order to the bidder who submits the bid judged by the District to be most advantageous. The District anticipates awarding one contract or issuing a single purchase order but reserves the right to award more than one bid if it is in its best interest.

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

The District reserves the right to reject any and all bids, to negotiate with the apparent low bidder, to waive any informalities of a minor nature, and to solicit and re-advertise for other bids. The District may correct mistakes clearly evident on the face of the bid documents, such as computation errors.

Notice of a contract award shall be posted on the District's website at [www.nwfwater.com](http://www.nwfwater.com) and the State Vendor Bid System through the BUSINESS link at MyFlorida.com. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes.

## **1-6 DEVELOPMENT COSTS**

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the bidders' ability to meet the requirements of the Invitation to Bid.

## **1-7 INQUIRIES**

The District encourages interested parties to contact the District to discuss this Invitation to Bid. Tyler Macmillan will receive questions concerning this Invitation to Bid at (850) 539-5999, from 8:30 A.M. to 5:00 P.M. weekdays, from the date of this release until 5:00 P.M. EST on November 28, 2018. The District will provide written answers to substantive questions on the District's website at [www.nwfwater.com](http://www.nwfwater.com) and on the state's Vendor Bid System website at:

[http://www.myflorida.com/apps/vbs/vbs\\_search.criteria\\_form](http://www.myflorida.com/apps/vbs/vbs_search.criteria_form)

The District will provide written answers to substantive questions received at least seven calendar days before the bid opening date.

## **1-8 TIMETABLE**

The District and bidders shall adhere to the following schedule in all actions concerning this Invitation to Bid.

- A. On November 13, 2018, the District issues the Invitation to Bid.
- B. From November 13, 2018 to 5:00 PM EST on November 28, 2018 the District will receive and answer inquiries (received by telephone, email or mail). Any questions a bidder may have must be asked during this question and answer period. Answers to substantive questions will

be posted on the District's website and the state's Vendor Bid System, both of which can be found by following the links found in Section 1-7 above. Any substantive questions received regarding this solicitation after 5:00 P.M. EST on November 28, 2018 will not be answered.

- C. The District must receive the bids by the 2:30 P.M. EST opening time on December 6, 2018.
- D. From opening time the District will review and evaluate the bids on a timely basis.
- E. The District may enter into a contract or issue a purchase order after conducting negotiations and obtaining appropriate approvals.

## **1-9 DELAYS**

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify bidders of all changes in scheduled dates by written notice and/or by posting a notice on the District's website at [www.nwfwater.com](http://www.nwfwater.com) and the state's Vendor Bid System website at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu).

## **1-10 BID SUBMISSION AND WITHDRAWAL**

The District will receive bids at the following address:

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

**To facilitate processing, the face of the envelope shall state in capital letters: "SEALED BID ON BID NUMBER 19B-003 TO BE OPENED DECEMBER 6, 2018, AT 2:30 P.M. EST AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."**

The envelope shall also include the bidder's name and return address. Envelopes received but not properly marked will not be considered.

Bidders shall submit one copy of the bid in a sealed, opaque envelope marked as noted above. The bidder may submit the bid in person, by courier, or by mail.

**THE DISTRICT MUST RECEIVE ALL BIDS BY 2:30 P.M. EST  
ON DECEMBER 6, 2018**

Bids received after the established deadline will not be considered. The District cautions bidders to assure actual delivery of mailed or hand delivered bids directly to the District's Division of Administration prior to the deadline set for opening bids. Bidders are also cautioned that the District usually does not receive U.S. mail delivery until after 2:30 P.M. EST each day; any bids received by mail after 2:30 P.M. EST on December 6, 2018, will not be considered. Telephone

confirmation of timely receipt of the bid may be made by calling (850) 539-5999 before bid opening time.

Receipt of a bid by any District office or personnel other than the District receptionist or the Division of Administration does not constitute "delivery" as required by this Invitation to Bid.

Bidders may withdraw their bid by notifying the District in writing at any time prior to the opening. Bidders may withdraw their bids in person or through an authorized representative. Bidders 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 bidders.

Upon opening, bids become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Invitation to Bid by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

Bids will be made available for inspection at the time the District posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the bid opening, whichever is earlier.

### **1-11 BID BOND**

In addition to the bid, bidders must submit a Bid or Surety bond in the amount of five percent (5%) of the total bid amount for the 2019 Hand Planting Services for Reforestation and Groundcover Restoration bid. A Cashier's check or money order will also suffice. The bid bond received from the selected bidder(s) shall be converted to a performance bond and will be subject to provisions contained within the agreement. The deposit or bond will be returned to the unsuccessful bidders upon the award of the contract to the successful bidder(s).

### **1-12 ADDENDA**

If revisions become necessary, the District will provide written addenda to all prospective bidders who requested a paper copy of the Invitation to Bid. The written addenda will also be posted on the District's internet website and on the State of Florida's Vendor Bid System website. **All addenda issued by the District will include a receipt form, which must be signed and included with any bids that are submitted to the District. In the event that multiple addenda are issued, a separate receipt for each addendum must be included with the bid at the time it is submitted to the District.** Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's project manager prior to submitting their bid.

### **1-13 EQUAL OPPORTUNITY**

The District recognizes fair and open competition as a basic tenet of public procurement. Bidders doing business with the District are prohibited from discriminating on the basis of race, color,

creed, national origin, handicap, age or sex. It is the policy of the District to ensure that qualified bidders wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts.

The District encourages participation by minority and women business enterprises (MBE/WBE) and requests MBE/WBEs to submit evidence of such designation with their bids. For further information on designation as a minority business enterprise, prospective bidders may contact the District's Finance Office at (850) 539-5999.

#### **1-14 ORAL PRESENTATIONS**

At its discretion, the District may require any bidder to make an oral presentation of the bid. These presentations provide an opportunity for the bidder to clarify the bid for the District. The District will schedule any such presentations.

#### **1-15 NEWS RELEASES**

The bidder must obtain the prior approval of the District for all news releases or other publicity pertaining to this Invitation to Bid or the service, study or project to which it relates.

#### **1-16 INSURANCE**

The bidder, if awarded a contract, shall maintain insurance coverage reflecting the amounts and conditions specified in the Agreement. In the event the proposer is 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.

#### **1-17 PUBLIC ENTITY CRIME**

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 a 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

#### **1-18 DISCRIMINATORY VENDOR LIST**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public

building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

### **1-19 PROHIBITED CONTACT**

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency 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.

### **1-20 INSPECTOR GENERAL COOPERATION**

The bidder understands and shall comply with Section 20.055(5), Florida Statutes, 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.”

### **1-21 LOBBYING**

As provided under Section 216.347, Florida Statutes, expenditure of DISTRICT grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

### **1-22 VENDOR CHECKLIST**

Please review the checklist for this bid (ITB No. 19B-003), 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?
- Have you verified all amounts to ensure that they are complete and accurate?
- Have you completed the Bid Format and Bid Sheet forms on pages 15 through 18 and included them in your package?
- Have you enclosed your Bid or Surety bond with your package as indicated on page 6?
- IS YOUR ENVELOPE PROPERLY MARKED?** See page 5 of this ITB for further details. Most rejected bids are caused by the respondent failing to properly mark their package. 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.

- Have you selected the method of shipping that will ensure that your response will arrive before the deadline? Responses received after the date and time specified will not be considered.
- Have you signed the Acknowledgment form on page 15 and included it in your package?
- Have you provided a copy of your current insurance coverage/limits?
- If not already on file with the District, have you completed the Vendor Registration and W-9 Forms (attached) and included them in your package?

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## SCOPE OF SERVICES

### PART II

The Northwest Florida Water Management District will select one qualified reforestation and groundcover restoration contractor for assignments during fiscal year 2018-2019 (**work starting approximately January 8, 2019**).

Scheduled activities include the following:

#### **2-1 REFORESTATION**

The District anticipates hand planting 1,424,412 1-0 longleaf pine tubelings on approximately 1,962 acres of disturbed, natural longleaf pine habitat in Bay, Calhoun, Walton, and Washington Counties. Longleaf pine tree planting will consist of the following:

- 1) Reforestation of twelve sites that have been previously harvested at a rate of 726 longleaf pine tubelings per acre (Stands 1 through 12). Site preparation for these stands will consist of herbicide application and prescribed burning.

#### **2-2 REFORESTATION SUPPLIES**

The District will purchase and supply to the Contractor the following materials for reforestation and reforestation reinforcement activities:

ACTIVITY	QUANTITY	MATERIALS
Longleaf Pine Reforestation	1,424,412	Longleaf Pine Tubelings

### 2-3 GROUNDCOVER RESTORATION

The District anticipates hand planting 156,090 wiregrass and toothache tubelings on approximately 73.5 acres of upland and wetland restoration sites in Walton and Washington Counties.

### 2-4 GROUNDCOVER RESTORATION SUPPLIES

The District will purchase and supply to the Contractor the following materials for groundcover restoration activities:

ACTIVITY	QUANTITY	MATERIALS
Upland Wiregrass Groundcover Restoration	89,540	Upland Wiregrass Tubelings
Toothache Grass Groundcover Restoration	66,550	Toothache Grass Tubelings

### 2-5 REFORESTATION AND GROUNDCOVER RESTORATION SERVICES

The District anticipates entering into a contract with or issuing a purchase order to the bidder who submits the bid judged by the District to be most advantageous. The District anticipates awarding one contract or issuing a single purchase order but reserves the right to award more than one bid if it is in its best interest. The contractor(s) will be required to enter into an agreement with the District. This agreement will require that the contractor agree to place highest priority on completing District assignments in a timely fashion.

Prospective contractors must have experience hand planting similar quantities of longleaf pine and grass tubelings and must provide specific references with valid contact information and evidence of such on the form found in Section 5-2.

### 2-6 DESCRIPTION OF WORK AND TECHNICAL SPECIFICATIONS

The attached draft Agreement provides the detailed description of work and technical specifications. **Individual stand maps are available from the NFWFMD website only.** <https://www.nfwwater.com/Business-Finance/District-Procurement> .

## INSTRUCTIONS FOR PREPARING BIDS

### PART III

#### 3-1 RULES FOR BIDS

##### A. COMPLIANCE

All bids must comply with applicable Florida Statutes, laws and rules.

##### B. BID ENVELOPE REQUIREMENTS

One copy of each bid must be submitted in a sealed opaque envelope. The face of the envelope shall state in capital letters:

**"SEALED BID ON BID NUMBER 19B-003 TO BE OPENED DECEMBER 6, 2018, AT 2:30 P.M. EST AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."**

The envelope shall also include the bidder's name and return address. Envelopes received but not properly marked will not be considered.

##### C. BID DELIVERY RESPONSIBILITIES

It is the bidder's responsibility to ensure that his/her bid is delivered at the proper time and place of the opening. Bids which for any reason are not so delivered will not be considered. Bids by telegram, telephone or fax will not be accepted. The Northwest Florida Water Management District is located in the Eastern Time Zone, approximately ten (10) miles west of Tallahassee on U.S. Highway 90.

##### D. DISTRICT FORMS

When included, all bids shall be submitted on forms supplied by the Northwest Florida Water Management District.

##### E. BID BONDS

Bid bonds or other bid security required in conjunction with this bid shall be in the form of a certified check, cashier's check, money order or bond in the amount and form approved by the District.

##### F. CONFLICT OF INTEREST

The award hereunder is subject to Chapter 112, Florida Statutes. All bidders shall disclose with their bids the name of any officer, director, board member or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the

name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries or branches.

**G. TAX EXEMPT**

The District is not subject to Florida sales tax or to any federal excise taxes on all sales made directly to the District.

**H. TRANSPORTATION**

Any transportation or other charges incurred in the delivery of the product or service as specified must be included in the bid price.

**I. COSTS**

All costs whether direct or indirect which will be ultimately paid by the District must be included in the bid price. Any indirect, overhead, profit margin or other such costs, however named, which are reflected as a percentage figure must also be included in the bid price.

**J. TIE BIDS**

When two or more bids or proposals are tied, a tie will be broken by the respondent earning the most points from the following, each being assigned one point: (1) compliance with s. 287.057(11), F.S., as a certified minority business enterprise; (2) compliance with s. 295.187(4), F.S., as a certified veteran's business enterprise; (3) compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program. If there is still a tie, the tie will be broken by lot (for example, coin toss).

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**EVALUATION OF BIDS**

**PART IV**

**4-1 EVALUATION METHOD AND CRITERIA**

The District will evaluate and award the **2019 Hand Planting Services for Reforestation and Groundcover Restoration** contract based upon the lowest lump sum amount bid by a qualified vendor for all services described in the Invitation to Bid.

## **BID FORMS**

### **PART V**

#### **BID FORMS**

Bidder Acknowledgement	Page	14
Bid Format	Pages	15-16
Bid Sheet	Page	17-18

**5-1 BIDDER ACKNOWLEDGMENT**

I, the undersigned, having read Parts I through VI of this Invitation to Bid, Bid No. 19B-003 and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Typed Name of Above Signature

\_\_\_\_\_  
Agency or Company

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 BID FORMAT**

a) Business Name and Address:

<b>Business Name</b>	
<b>Street Address</b>	
<b>City, State, Zip Code</b>	

b) Years in Business: \_\_\_\_\_

c) Years of Experience in hand planting pine trees and grass tubelings \_\_\_\_\_

d) List of subcontractors, if any, that may be used to perform reforestation and groundcover restoration services:

Name	Address	Type of Firm

e) List of specific and recent reforestation and groundcover restoration projects your company and/or your subcontractors completed within the past 48 months:

Date (Month/Year)	Location (County/State)	Number of Acres	For Whom

f) List of pertinent references\*, including names, addresses and telephone numbers:

Name	Address	Phone Number

\*All references must be verified. It is the responsibility of the bidder to ensure that all submitted references are verified. If the reference does not return the District's phone call within seventy-two (72) hours (exclusive of weekends and state holidays) of the time of the District's phone call, the reference will be deemed unverified. Bids with one or more unverified reference may be disqualified. References that indicate an unsatisfactory performance may result in disqualification of that bid. References must be current or former clients of the bidding firm; the District will not accept sub-contractor/proposed personnel or personal references of a member of the bidding firm as a substitute for bidder references. Past performance with the District will constitute a reference whether listed or not, and will be used by the District to determine the bidder's ability to perform services similar to those described in this Invitation to Bid in a satisfactory manner. Unsatisfactory past performance with the District may result in rejection of that bid.



5-3 BID SHEET

**BID NUMBER 19B-003  
NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
2019 HAND PLANTING SERVICES FOR REFORESTATION  
AND GROUNDCOVER RESTORATION**

**2019 REFORESTATION AND GROUNDCOVER RESTORATION PROJECT AREAS**

<b>Stand</b>	<b>County</b>	<b>Species - Stocking (Plants/Acre)</b>	<b>Acres</b>	<b>Hand Planting Cost Per Acre</b>	<b>Total Bid (Acres X Planting Cost per Acre)</b>
1	Walton	Longleaf Pine – 726/ac.	430	X \$ _____ = = \$ _____	
2	Washington	Longleaf Pine – 726/ac.	33	X \$ _____ = = \$ _____	
3	Washington	Longleaf Pine – 726/ac.	281	X \$ _____ = = \$ _____	
4	Washington	Longleaf Pine – 726/ac.	389	X \$ _____ = = \$ _____	
5	Bay & Washington	Longleaf Pine – 726/ac.	464	X \$ _____ = = \$ _____	
6	Bay	Longleaf Pine – 726/ac.	84	X \$ _____ = = \$ _____	
7	Bay & Washington	Longleaf Pine – 726/ac.	10	X \$ _____ = = \$ _____	
8	Bay	Longleaf Pine – 726/ac.	4	X \$ _____ = = \$ _____	
9	Bay	Longleaf Pine – 726/ac.	12	X \$ _____ = = \$ _____	
10	Bay	Longleaf Pine – 726/ac.	94	X \$ _____ = = \$ _____	
11	Bay	Longleaf Pine – 726/ac.	86	X \$ _____ = = \$ _____	
12	Calhoun	Longleaf Pine – 726/ac.	75	X \$ _____ = = \$ _____	
13	Walton	Toothache Grass - 1,210/ac.	55	X \$ _____ = = \$ _____	
14	Washington	Wiregrass – 4,840/ac.	18.5	X \$ _____ = = \$ _____	
<b>TOTAL \$</b>					

**Grand Total Lump Sum Bid Amount for Reforestation and Groundcover Restoration Services on approximately 2,035.5 Acres: \$ \_\_\_\_\_**

\_\_\_\_\_  
Company Name

**5-3 BID SHEET (continued)**

The Bidder must include with this bid a **5%** bid/security deposit (in the form of a Cashier's Check, Money Order, or Surety Bond) based as follows:

(My Total Bid \$ \_\_\_\_\_) X 0.05 = \$ \_\_\_\_\_  
Bid/Security Deposit Amount

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder Name (Print or Type)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Bidder Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Area Code Telephone Number

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Area Code Fax Number

\_\_\_\_\_  
E-mail address

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

**DRAFT 2019 HAND PLANTING SERVICES FOR REFORESTATION  
AND GROUNDCOVER RESTORATION AGREEMENT**

**PART VI**

**6-1 DRAFT 2019 HAND PLANTING SERVICES FOR REFORESTATION AND  
GROUNDCOVER RESTORATION AGREEMENT**

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

# NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

## 2019 HAND PLANTING SERVICES FOR REFORESTATION

### AND GROUNDCOVER RESTORATION

#### AGREEMENT

NFWWMD Agreement No. **19-00X**

This Agreement is made this \_\_\_\_ day of December, 2018 by and between the Northwest Florida Water Management District (hereinafter called the “District”), and **<INSERT CONTRACTOR NAME>** (hereafter called the “Contractor”). The District and the Contractor agree as set forth below:

#### ARTICLE 1

##### Contract Documents

The contract documents which make up this Agreement consist of this Agreement document, exhibit maps, Invitation to Bid No. 19B-003, technical specifications, all addenda issued prior to the execution of this Agreement, the bid submitted by the Contractor, and all modifications issued subsequent thereto. These documents are part of this Agreement as if attached to this Agreement, whether or not they are actually attached.

#### ARTICLE 2

##### Description of Work

##### 2019 Hand Planting Services for Reforestation and Groundcover Restoration

Reforestation work will consist of hand planting longleaf pine tubelings on disturbed sites and groundcover restoration work will consist of hand planting grass and other plant tubelings on restoration sites, as described below.

**PROJECT AREAS AND REQUIRED ACTIVITIES**

**REFORESTATION**

STAND	COUNTY	LOCATION			ACRES	SPECIES	SPACING/STOCKING RATE	
		S	T	R			SPACING (FT.)	TREES/ACRE
1	Walton	32, 33, 34	2S	18W	430	Longleaf Pine	6 x 10	726
2	Washington	18	1N	13W	33	Longleaf Pine	6 x 10	726
3	Washington	18, 19	1N	13W	281	Longleaf Pine	6 x 10	726
4	Washington	10, 14, 15	1N	14W	389	Longleaf Pine	6 x 10	726
5	Bay & Washington	31 6	1N 1S	13W 13W	464	Longleaf Pine	6 x 10	726
6	Bay	1, 2	1S	14W	84	Longleaf Pine	6 x 10	726
7	Bay & Washington	33 4	1N 1S	13W 13W	10	Longleaf Pine	6 x 10	726
8	Bay	4	1S	13W	4	Longleaf Pine	6 x 10	726
9	Bay	18	1S	13W	12	Longleaf Pine	6 x 10	726
10	Bay	17, 18	1S	13W	94	Longleaf Pine	6 x 10	726
11	Bay	20	1S	13W	86	Longleaf Pine	6 x 10	726
12	Calhoun	19 & 20	2N	9W	75	Longleaf Pine	6 x 10	726
<b>SUBTOTAL</b>					<b>1,962</b>			

**GROUNDCOVER RESTORATION**

STAND	COUNTY	LOCATION			ACRES	SPECIES	SPACING/STOCKING RATE	
		S	T	R			SPACING (FT.)	PLUGS/ACRE
13	Walton	5 & 6	1S	14W	55.0	Toothache Grass	3 x 3	4,840
14	Washington	8	3N	14W	18.5	Upland Wiregrass	3 x 3	4,840
<b>SUBTOTAL</b>					<b>73.5</b>			
<b>GRAND TOTAL (ALL SERVICES)</b>					<b>2,035.5</b>			

The boundaries of the 2019 Hand Planting Services for Reforestation and Groundcover Restoration project areas are shown on the maps attached hereto as General Location Exhibit Maps A and B, and Exhibit Maps 1 through 14.

### ARTICLE 3

#### Insurance

The Contractor shall be insured as follows: General Liability, with limits not less than \$1,000,000 per occurrence; \$1,000,000 per occurrence for personal injury; and \$1,000,000 for property damage; Automobile Liability, with combined single limit not less than \$1,000,000; Workers Compensation and Employers' Liability, with limits not less than: Bodily Injury by Accident \$1,000,000 each accident; Bodily Injury by Disease \$1,000,000 policy limit; Bodily Injury by Disease \$1,000,000 each employee. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for 10 days' notice to the District of cancellation or any material change in the terms of the insurance policies.

### ARTICLE 4

#### Performance Bond

The Contractor shall provide a Performance Bond in an amount equal to **\$X,XXX.XX** (five percent of the contract amount), to 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. The Bid Bond may be converted to a Performance Bond or the Contractor may provide a separate Performance Bond at the time of execution of the Agreement, in which case the original Bid Bond will be returned. The Performance Bond shall be returned to the contractor within 30 days of successful completion of all terms and conditions of this agreement.

### ARTICLE 5

#### Terms of Agreement

The 2019 Hand Planting Services for Reforestation and Groundcover Restoration project shall begin on January 8, 2019 and terminate no later than February 28, 2019. Specific startup and completion dates are listed in the schedule under Article 5, Technical Specifications.

The granting of extensions of time for each specific service shall be in the sole discretion of the District. Any requests for an extension must be made by the Contractor in writing.

### ARTICLE 6

#### Technical Specifications

The 2019 Hand Planting Services for Reforestation and Groundcover Restoration shall meet or exceed the following minimum specifications:

#### **GENERAL**

1. Activities for all District project areas will begin on or around **January 8, 2019** and must be completed by **February 28, 2019**. The District will notify the Contractor of the actual

allowable starting date based on tubeling/seedling deliveries, site preparation and weather conditions. The District anticipates starting the work on or after January 8, 2019; **the Contractor should be prepared to start work during this timeframe.**

2. No tubelings shall be left unplanted by the Contractor. They are not to be culled or disposed of in any way by the planters. The actual tubeling count will be confirmed by District staff upon receipt from the nursery(s), prior to their delivery to the site. Notwithstanding the above, the Contractor must achieve the stocking rates required by the District for all planting sites.
3. The District will inspect the quality of the planting operation for proper spacing; depth of tubeling, firmness of tubeling (loose tree seedlings come out of the ground when several needles or blades are pulled); and areas inside the stand that were not planted.
4. Planting spacing will be monitored closely by District staff to ensure compliance with the prescribed spacing. The overall planting area should be approximately 2,036 acres, although the actual total acres may vary slightly above or below this amount. **Successful completion of this project depends on the proper planting of all delivered planting material, not necessarily on the exact planned acreage number.**
5. The District will inspect the planting area for improperly disposed tubelings, seedlings and/or plugs during the planting operation. The following are examples, but not all inclusive:
  - Tubelings, seedlings and/or plugs dropped during the planting operation;
  - tubelings, seedlings and/or plugs dropped, or left at the loading sites;
  - boxes containing tubelings, plug and/or seedlings bundles left at the loading sites or other locations;
  - tubelings, seedlings and/or plugs tossed outside the edge of the stand, or within the stand;
  - tubelings, seedlings and/or plugs buried within the stand, along the firebreak, or outside the stand.
6. If the District finds that the contractor has violated **items 2 and/or 5** consistently, the project manager has the authority to terminate the contract.
7. The planting crew shall have an experienced foreman, fluent in English and able to clearly communicate with both District staff and the planting crew. The foreman will monitor planting density, ensure tubelings, seedlings and plugs are correctly planted and will make every effort to protect tree tubelings and seedlings and groundcover species plugs from sun, wind and adverse temperature. **The foreman will not plant**, except to instruct the planters in the proper planting technique.
8. Tubeling/plug boxes will be covered with new reflective tarps and placed in shade. **The contractor shall supply these tarps.**
9. The project manager has the authority to have any areas replanted at the contractors expense, specifically areas that the District determines is not planted properly, or the tree tubelings were mishandled by persons working for the contractor.

## REFORESTATION

Reforestation planting of all tree tubelings will be conducted using the following planting techniques and according to the proposed planting schedule:

1. Longleaf pine tubeling reforestation work will consist of hand planting with a tubeling dibble or with an approved planting tool at a rate of 726 trees per acre (6 x 10 feet spacing) for Stands 1 through 12.
2. All seedlings/tubelings will be planted so the root collar is at the level of the soil surface.
3. The contractor must have experience in hand planting pine tree tubelings.

## GROUNDCOVER RESTORATION

Groundcover restoration planting of all grass and plant tubelings will be conducted using the following planting techniques and according to the proposed planting schedule:

1. The Groundcover restoration work will consist of hand planting with a tubeling dibble or with an approved planting tool at a rate of: 1,210 plants per acre (6 x 6 feet spacing) for Stand 13; and at a rate of 4,840 plants per acre (3 x 3 feet spacing) for Stand 14.
2. All grass and plant tubelings will be planted so the root collar is at the level of the soil surface.
3. The contractor must have experience in hand planting tubelings.

## SCHEDULE

The 2019 Hand Planting Services for Reforestation and Groundcover Restoration project will begin around January 8, 2019 and the Contractor will complete the reforestation and groundcover restoration work based on the species, acreage and spacing/stocking requirements listed under PART II "Scope of Services" in the "Invitation to Bid" package and **according** to the following planting schedule:

Reforestation and groundcover restoration planting activities for District project areas will begin on or around the starting date specified below:

COUNTY	ACRES	STARTING DATE	COMPLETION DATE	# OF WORKING DAYS *
Bay Calhoun Walton Washington	2,036	01/08/19	02/28/19	52

*\*Includes all weekends and holidays.*



## REFORESTATION AND GROUNDCOVER RESTORATION SUPPLIES

The District will purchase and supply to the Contractor the following materials for reforestation and groundcover restoration activities:

### REFORESTATION

ACTIVITY	QUANTITY	MATERIALS
Longleaf Pine Reforestation	1,424,412	Longleaf Pine Tubelings

### GROUNDCOVER RESTORATION

ACTIVITY	QUANTITY	MATERIALS
Upland Wiregrass Groundcover Restoration	89,540	Upland Wiregrass Tubelings
Toothache Grass Groundcover Restoration	66,550	Toothache Grass Tubelings

### TUBELING AND PLUG STORAGE AND TRANSPORT

The District anticipates leasing refrigerated trailers for tree, grass and plant tubeling storage purposes. The refrigerated trailer will be typically located at or within one to 10 miles of any planting location. The District will require the Contractor to transport tree, grass and plant tubelings from the refrigerated trailer to planting sites.

#### ARTICLE 7

##### Subcontracts

The Contractor shall not subcontract, assign or transfer any work under this Agreement without the written consent of the District. Any subcontractors that may be employed by the Contractor and approved by the District to perform the 2019 Hand Planting Services for Reforestation and Groundcover Restoration assignments must also adhere to all provisions of this Agreement.

#### ARTICLE 8

##### Termination of Agreement

- A. The District or its designated representatives will decide all questions, difficulties and disputes of whatever nature that 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.

- B. If the Contractor shall fail to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the District shall have 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 effective date thereof. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of the contract, and the District may deduct the amount of damages due to such breach from the Bid or Surety Bond, 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.

## **ARTICLE 9**

### Indemnification

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

## **ARTICLE 10**

### Payments

Payments for the 2019 Hand Planting Services for Reforestation and Groundcover Restoration project areas will be based upon the amount bid. The Contractor will collect the amount bid for each specific location per specific service upon completion of the specific location assignment.

The Contractor will be paid within thirty (30) working days upon successful completion of each specific 2019 Hand Planting Services for Reforestation and Groundcover Restoration assignment. The maximum compensation for this Agreement for the following categories shall not exceed the amounts listed below:

Reforestation and Groundcover Restoration - All Project Areas - **\$XX,XXX**

The maximum compensation for all categories listed above shall not exceed **\$XX,XXX**.

Payments for 2019 Hand Planting Services for Reforestation and Groundcover Restoration will be subject to “pay plots” or minimum stocking rate verification plots.

Payments for each specific 2019 Hand Planting Services for Reforestation and Groundcover Restoration project area that does not meet minimum stocking rates will be withheld until the Contractor brings each specific reforestation and groundcover restoration project area into compliance.

Payments for 2019 Hand Planting Services for Reforestation and Groundcover Restoration will be subject to inspection and approval by the District's on-site supervisor or by the District's Chief, Bureau of Land Management Operations who will be the project manager. One or all of these District representatives will determine, in their sole discretion, whether or not the Contractor has successfully completed all phases of the 2019 Hand Planting Services for Reforestation and Groundcover Restoration assignment, and payment will not be made to the Contractor until the District receives written authorization to do so by one or all of these District representatives.

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

The District may cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other materials subject to the provision of Chapter 110, F.S., and made or received by the Contractor in conjunction with the Agreement.

The District's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature and/or approval of the District's annually adopted budget.

## **ARTICLE 11**

### Penalties

If the Contractor fails to provide the 2019 Hand Planting Services for Reforestation and Groundcover Restoration services at the locations and on the dates specified in the Agreement, the District shall have the right to seize the entire performance bond or a portion thereof based upon the amount bid for a specific location for the agreed-upon reforestation and groundcover restoration services to be performed by the Contractor. Forfeiture of the entire performance bond or a portion thereof may be waived by the District, in its sole discretion, for acts of God or for other appropriate reasons submitted by the contractor.

## **ARTICLE 12**

### 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.

## **ARTICLE 13**

### Public Entity Crime

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 contract to provide any goods or services to a public

entity, may not submit a bid on a 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 Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

## **ARTICLE 14**

### Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

## **ARTICLE 15**

### Scrutinized Companies, Boycotting

The Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in s. 287.135, F.S., and are not engaged in a boycott of Israel. In addition, the Contractor agrees to observe the requirements of s. 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to s. 287.135, F.S., the District may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list, engaged in a boycott of Israel, or engaged in prohibited contracting activity during the term of the Agreement. As provided in s. 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

## **ARTICLE 16**

### Inspector General Cooperation

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

## ARTICLE 17

### Access to Records

- A. The Contractor shall maintain books, records and documents directly pertinent to performance under this contract in accordance with generally accepted accounting principles consistently applied. The District, the State, auditor general or their authorized representatives shall have access to such records for audit purposes during the term of this contract and for five (5) years following contract completion.
- B. The Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 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 Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.
- D. If the Contractor meets the definition of “Contractor” found in Section 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:
  1. A request to inspect or copy public records relating to this contract 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 s. 119, F.S. or as otherwise provided by law.
  2. Upon request from the District’s custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, 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.
  3. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

- 4. Upon completion of the 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 record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.

**E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 539-5999; by email at [ombudsman@nwfwater.com](mailto:ombudsman@nwfwater.com); or by mail at Northwest Florida Water Management District, 81 Water Management Drive, Havana, FL 32333.**

**ARTICLE 18**

Lobbying

As provided under Section 216.347, Florida Statutes, expenditure of DISTRICT grant funds for purposes of lobbying, including of the Legislature, judicial branch, or any state agency, is prohibited.

**ARTICLE 19**

Venue and Enforcement

Any action to enforce the terms, conditions and obligations of this Agreement shall be governed by the law of the State of Florida and venue for such action shall be held in Leon County, Florida.

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

**<Insert Contractor Name>**

**Northwest Florida Water  
Management District**

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

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

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

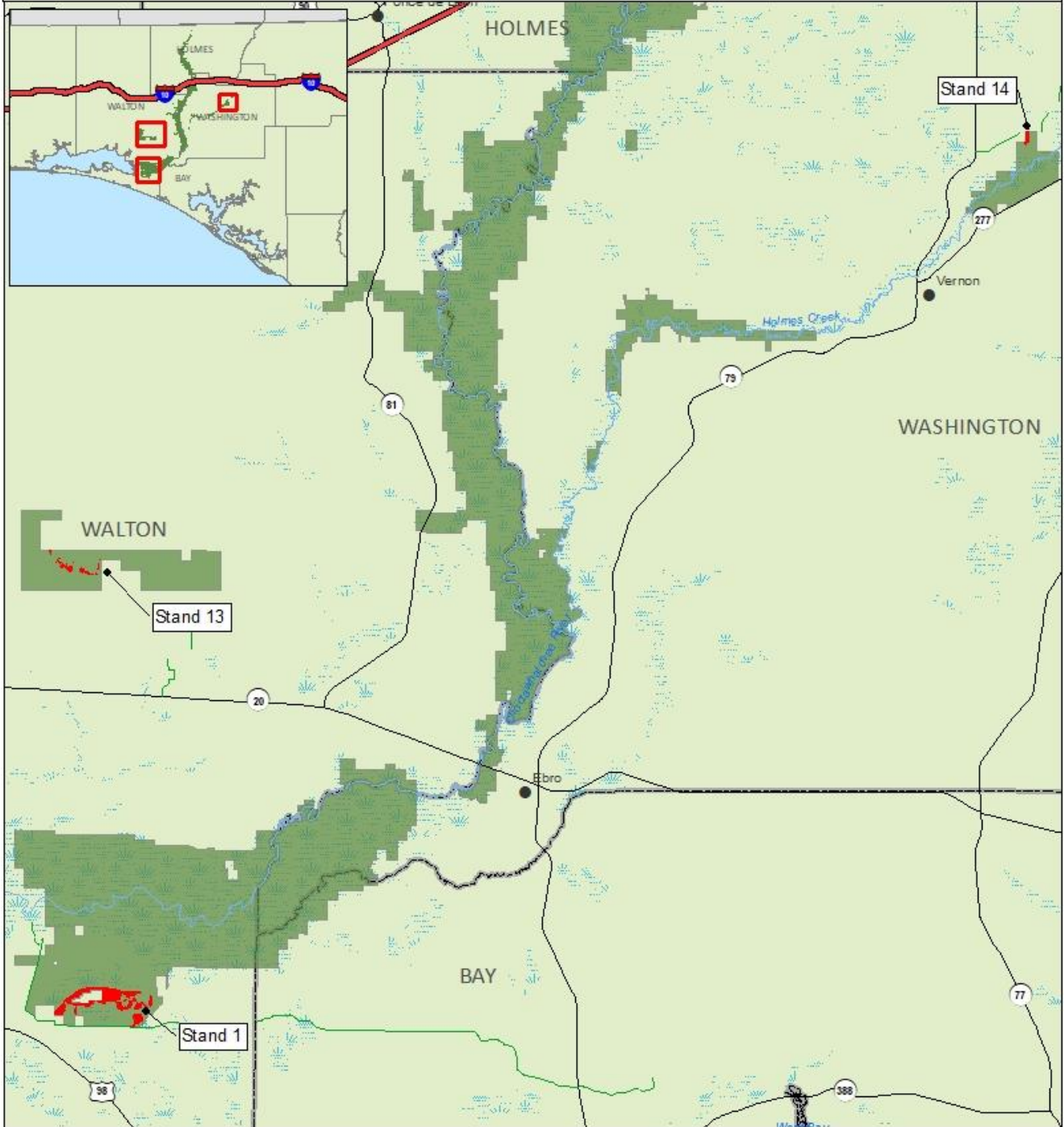
Brett J. Cyphers  
Executive Director

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

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

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

Exhibit Map A



General Location Map  
2019 Reforestation Project  
Choctawhatchee River Water Management Area  
Walton and Washington Counties, Florida  
503.5 Acres

-  Stands
-  District Lands

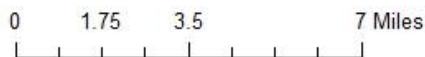
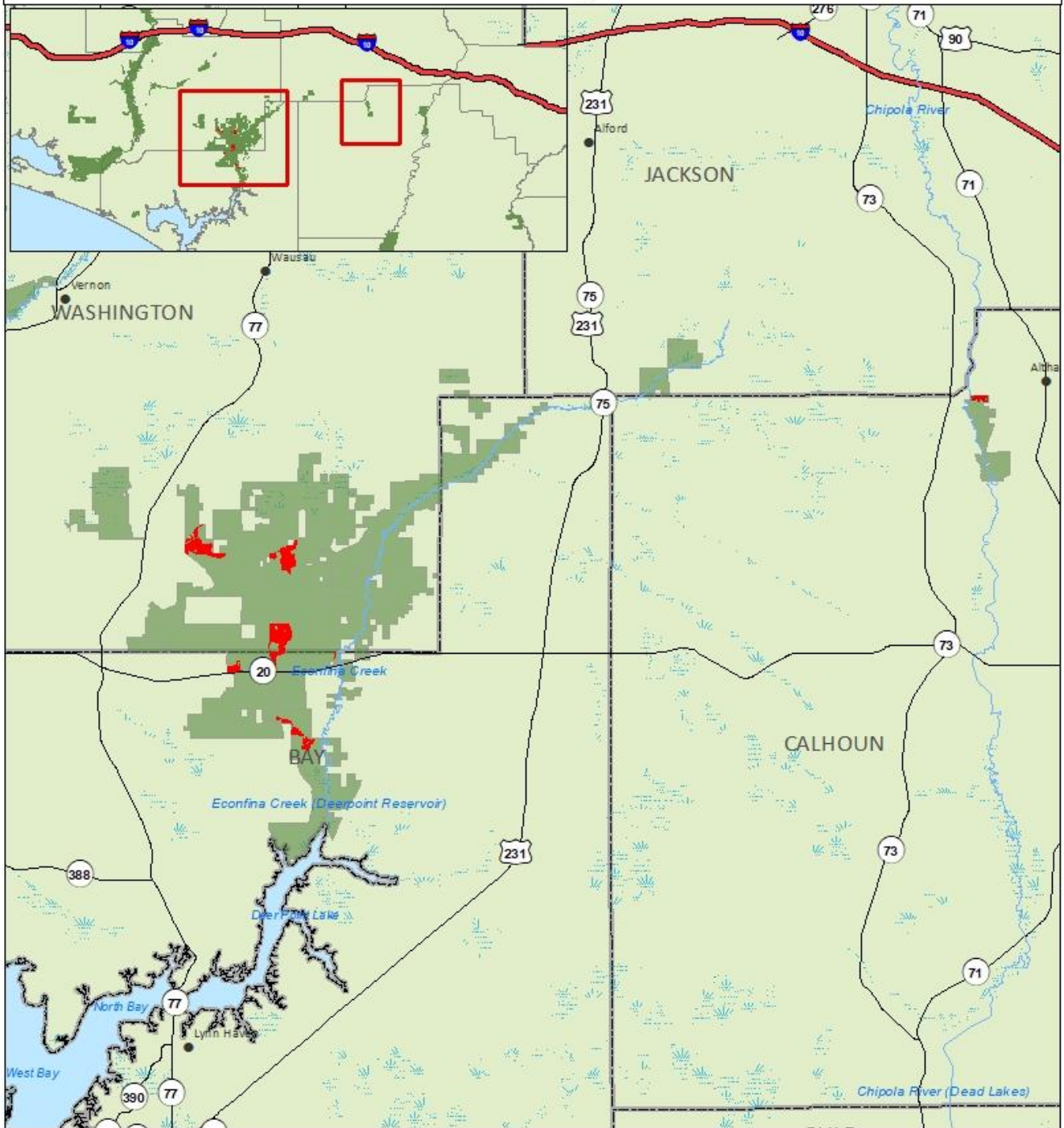




Exhibit Map B



-  Reforestation Areas
-  District Lands

General Location Map  
2018-2019 Reforestation Project  
Econfina Creek and Upper Chipola River  
Water Management Areas  
Bay, Calhoun, and Washington Counties, Florida  
1,532 Acres

