



COVER SHEET

REQUEST FOR BIDS #25-4714 CIRCLE B BAR RESERVE FDOT MITIGATION SITE - INVASIVE PLANT CONTROL SERVICES POLK COUNTY, FLORIDA

**SUBMIT RESPONSES TO:
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ELECTRONICALLY THROUGH WWW.DEMANDSTAR.COM.**

**DIRECT INQUIRES TO: Ari Horowitz, Procurement Specialist
TELEPHONE: (352) 505-2970
Email: procurement@watermatters.org
Posted: Friday, February 14, 2025**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders to furnish and deliver, if and when ordered by the District, all required services and materials necessary for the Circle B Bar Reserve FDOT Mitigation Site - Invasive Plant Control Services. These services and materials are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter referred to as the Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point to the Circle B Bar Reserve in Polk County, Florida.

NON-MANDATORY PRE-BID CONFERENCE AND OPTION FOR THE MANDATORY SITE VISIT REQUIREMENT

**Wednesday February 26, 2025
10:00 a.m. Local Time
Polk's Nature Discovery Center Parking Area
Circle B Bar Reserve
4399 Winter Lake Road
Lakeland, Florida 33803**

The District is providing two options to satisfy the Mandatory Site Visit requirement:

Option 1: Attend the Non-Mandatory Pre-Bid Conference and District scheduled Site Visit:

- The District will provide an airboat during the District scheduled Site Visit for bidder's convenience. A single representative from each bidder can be accommodated on the District-provided airboat due to seating limitations.
- RSVPs are requested if riding on a District provided airboat so that the District may help ensure enough seats are available. Please provide company name and phone number. RSVP to procurement@watermatters.org by Tuesday, February 25, 2025, 10:00 a.m.

Continued Next Page

- Attachment 3 – Waiver and Release for District Vehicle Occupancy will need to be completed by each rider on a District airboat. Copies will be available at the Site Visit.
- A Personal Flotation Device and hearing protection will be provided by the District if riding on a District airboat. Bidders are welcome to bring their own Personal Protective Equipment (PPE) if it is in proper condition.
- Please ensure that you dress appropriately for the weather and boating conditions. Closed-toed shoes are required if riding on a District airboat.
- The airboat portion of the District scheduled Site Visit is not mandatory.
- The bidders attending the District scheduled Site Visit must sign the sign-in sheet to receive credit for the Mandatory Site Visit requirement.

Option 2: Bidder performs their own Site Visit:

The following requirements apply:

- No use of airboats or marsh masters are permitted during a bidder-performed Site Visit.
- No use of any vehicles off of the designated public access roadways is permitted during a bidder-performed Site Visit.
- Must be completed prior to bid submission.
- Bidder must complete Attachment 4 – Affidavit of Bidder Performed Site Visit.
- Attachment 4 – Affidavit of Bidder Performed Site Visit must be submitted with bid submission.

All interested parties are recommended to be represented at the Non-Mandatory Pre-Bid Conference and the District scheduled Site Visit option. The purpose of the conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the RFB and to view the site. Because the District considers such a conference and site visit to be important to understanding the RFB requirements, representation at the pre-bid conference and the site visit is recommended to attend as a bidder. Minutes of the conference and site visit will not be created. The site visit will immediately follow the pre-bid conference at the same location.

**THE DISTRICT ONLY RECEIVES RESPONSES THROUGH DEMANDSTAR
AT WWW.DEMANDSTAR.COM.**

**ALL QUESTIONS MUST BE SUBMITTED IN WRITING FOR RECEIPT BY
FEBRUARY 28, 2025, AT 5:00 P.M. LOCAL TIME.**

BID DUE DATE AND OPENING: MARCH 11, 2025, AT 2:00 P.M. LOCAL TIME.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS #25-4714
CIRCLE B BAR RESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
POLK COUNTY, FLORIDA**

TABLE OF CONTENTS

PART I - INTRODUCTION

1.1	Internet Availability
1.2	Exempt and Confidential Documents
1.3	Development Costs
1.4	Americans with Disabilities Act (ADA)
1.5	Correspondence
1.6	Questions
1.7	Bid Receipt and Opening
1.8	Delays, Changes, and Addenda
1.9	Cancellation
1.10	Bid Withdrawal
1.11	Bid Signature and Form
1.12	Contract Price Bid
1.13	Optional Alternative Bid Proposals
1.14	Rejection of Bid
1.15	Responsive/Responsible
1.16	References
1.17	Listing of Subcontractors
1.18	Bid Tabulation and Notice of Intent to Award
1.19	Protests
1.20	Execution of Contract
1.21	Law Compliance

PART II – GENERAL CONDITIONS

2.1	Definitions
2.2	Term
2.3	Taxes
2.4	Retainage
2.5	Owner Direct Purchases
2.6	Fuel Cost Adjustment
2.7	Manufacturer's Name and Approved Equivalents
2.8	Public Records Law
2.9	Public Entity Crimes
2.10	Purchases by Other Public Agencies
2.11	Discrimination
2.12	Responsible Vendor Determination
2.13	Scrutinized Companies
2.14	Employment of Florida Residents
2.15	Employment Eligibility Verification
2.16	No Coercion for Labor or Services
2.17	Lobbying Prohibition
2.18	Indemnification

2.19	Insurance
2.20	Bonding
2.21	Archaeological, Historical and Cultural Sites
2.22	Trench Safety Act
2.23	Value Engineering
2.24	Drawings and Specifications
2.25	Failure to Complete the Work on Time
2.26	Liquidated Damages
2.27	Contractor's Understanding
2.28	Materials, Appliances, and Labor
2.29	Tools, Plants, and Equipment
2.30	Materials and Equipment Schedules
2.31	Standards for Quality and Workmanship
2.32	Guarantee
2.33	Estimated Quantities
2.34	Permits and Regulations
2.35	Protection of Work and Property
2.36	Site Access
2.37	Inspection of Work
2.38	Tests
2.39	Contractor Supervision
2.40	Hours of Work
2.41	Progress Schedule and Schedule of Values (Post Notice of Award)
2.42	Jessica Lunsford Act
2.43	Potential Feral Hog Damage

PART III - SCOPE AND SPECIFICATIONS

3.1	Project Background Information
3.2	Project Description
3.3	General Requirements
3.4	Work Objectives
3.5	Duties and Specifications
3.6	General Specifications
3.7	Wildlife

PART IV – BID RESPONSE

4.1	Basis for Award of Contract
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ATTACHMENTS

- Attachment 1 – Bid Response Form
- Attachment 2 – Bidder and Subcontractor Requirements
- Attachment 3 – Waiver and Release for District Vehicle Occupancy
- Attachment 4 – Affidavit of Bidder Performed Site Visit
- Attachment 5 – Certification Clean Air Act/Clean Water Act
- Attachment 6 – Sample Agreement

REFERENCE DOCUMENTS

Available for download from the District and DemandStar websites as stated in the Internet Availability section of this RFB.

- Figure 1 – DEP Generic Permit 62-21.300(8)(e)
- Figure 2 – NPDES Treatment Report Form
- Figure 3 – NPDES Surveillance Inspection Report Form
- Figure 4 – NPDES 24 Hour Adverse Incident Report Form
- Figure 5 – NPDES 30 Day Adverse Incident Report Form
- Figure 6 – Sprayer Calibration/Maintenance Documentation Form
- Figure 7 – Treatment Progress Report Form
- Figure 8 – Circle B Bar Reserve FDOT Mitigation Parcel Invasive Plant Mapping Fall 2024
- Figure 9 – Circle B Bar Reserve FDOT Mitigation Site Map
- Figure 10 – Circle B Bar Reserve Pre-Bid and Treatment Location Map
- Figure 11 – Circle B Bar Reserve Treatment Area Shape Files
- Figure 12 – UAS Rules and Regulations of Florida 01-30-2024
- Figure 13 – Guidelines and Specifications for the Operation of UAS 02-16-2018
- Figure 14 – SWFWMD Checklist for the Operation of UAS 02-16-2018

PART I - INTRODUCTION

1.1 INTERNET AVAILABILITY.

District solicitations, reference documents (unless exempt and/or confidential), and addenda are available for review and may be downloaded via the District's Procurement Website, <http://www.watermatters.org/procurement>, and DemandStar at www.demandstar.com.

1.2 EXEMPT AND CONFIDENTIAL DOCUMENTS.

Exempt and Confidential Documents are not applicable to this solicitation.

1.3 DEVELOPMENT COSTS.

Neither the District nor its representatives will be liable for any expenses incurred in connection with the preparation of a response for this RFB. All submissions should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of this RFB.

1.4 AMERICANS WITH DISABILITIES ACT (ADA).

The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services or activities. Anyone requiring reasonable accommodation or would like information as to the existence and location of accessible services, activities, and facilities as provided for in the Americans with Disabilities Act, should contact the District's Human Resources Office, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only); or email to ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

1.5 CORRESPONDENCE.

Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the physical or email address set forth in the heading of this RFB, and to the bidder at the physical or email address stated on the Bid Response Form.

1.6 QUESTIONS.

All questions should be presented in writing to the Procurement Services Office at procurement@watermatters.org for receipt no later than the date and time listed on the cover sheet. Inquiries must reference the date of bid opening, bid title and number. Bidders are responsible for checking the websites listed in the Internet Availability section for the District's responses to the questions presented.

1.7 BID RECEIPT AND OPENING.

The bid opening will be public, on the date and at the time specified on the cover sheet. It is the bidder's responsibility to ensure its response is uploaded to the DemandStar website before due date and time. Bids that for any reason are not so received will not be considered. Bidders must submit one complete response package electronically through www.demandstar.com.

Instructions on how to submit documents are included with this RFB. Bids that are not received in a timely manner will not be accepted. The DemandStar time stamp will be conclusive as to the timeliness of filing. THE DISTRICT HAS NO CONTROL OVER WHETHER WWW.DEMANDSTAR.COM IS EXPERIENCING TECHNICAL DIFFICULTIES. Bidders are responsible for all costs associated with the preparation of their bids.

The District may make an award within 120 days after the date of the opening, during which period the bids shall remain firm and shall not be withdrawn. If the award is not made within 120 days, the bids shall remain firm until either the District awards the contract or the District receives written notice from a bidder that its bid is withdrawn.

By submitting a response, the Respondent agrees to all the terms and conditions of this RFB. Any changes offered by a Respondent in a response will not be considered by the District. The submittal of a response will constitute the Respondent's acknowledgement of all terms and conditions of this RFB and the District will construe the response as though no proposed changes were presented. If a Respondent desires to propose a change to a term or condition of this RFB, the Respondent MUST submit its request under the procedure set forth in the Questions section. Respondents are responsible for all costs associated with the preparation of their bid.

TO MAINTAIN A SECURED SEALED PROCESS ELECTRONIC SUBMISSIONS MAY BE MADE ONLY THROUGH THE DEMANDSTAR PLATFORM. FAXES, EMAILS, OR HAND DELIVERY WILL NOT BE ACCEPTED. SOLICITATION PACKAGE DOCUMENTS MAY BE ELECTRONICALLY SIGNED OR SIGNATURES TRANSMITTED ELECTRONICALLY (VIA PDF, ETC.). ELECTRONIC SIGNATURE/TRANSMISSION SHALL BE DEEMED THE SAME AS A HANDWRITTEN SIGNATURE/ORIGINAL EXECUTED COPY FOR THE PURPOSES OF VALIDITY, ENFORCEABILITY, AND ADMISSIBILITY.

The bid opening is open to the public. The bid opening will be held virtually at the date and time listed on the cover sheet of this RFB. Persons may listen to the opening by clicking on the "Join Microsoft Teams Meeting" title below. You may also click on or copy and paste the following Teams Link URL into your browser:

To view or listen to bid openings:
Join Microsoft Teams meeting on your computer or mobile app via
<https://bit.ly/4hFsHNZ>
Or call in (audio only)
+1 786-749-6127,874991674# United States, Miami
Phone conference ID: 874 991 674#

1.8 **DELAYS, CHANGES, AND ADDENDA.**

The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the District will be posted to the websites identified in Internet Availability section. Persons/firms receiving the RFB from the District's internet website are responsible for rechecking the websites for any changes or addenda related to this RFB. Bidders will acknowledge receipt of all addenda in their responses.

1.9 **CANCELLATION.**

The District reserves the right to cancel the RFB prior to or after the bid opening, reject all bids, or cancel the Award or Intent to Award and will give notice of cancellation by posting a notice on the websites identified in the Internet Availability section. No respondents will have any rights against the District arising from its selection by means of an Award or Intent to Award. An Award or Intent

to Award does not constitute a contract with the District. Thus, the District may cancel the Award or Intent to Award after it has been made but before a contract has been executed. Respondents are responsible for all costs associated with the preparation of their bid.

1.10 BID WITHDRAWAL.

Bids may be withdrawn at any time prior to the bid opening.

1.11 BID SIGNATURE AND FORM.

An authorized representative of the bidder must sign the Bid Response Form that will be electronically uploaded to DemandStar as part of the complete bid submittal. All bids must be typed or printed and signed in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.

1.12 CONTRACT PRICE BID.

The total bid amount must be typed or written on the Bid Response Form and include the bid breakouts where indicated. The Bid Response Form will include fixed price, unit price, and/or allowance price pay items for the project work. The total bid amount must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern.

1.13 OPTIONAL ALTERNATIVE BID PROPOSALS.

Optional alternate bids are not applicable to this solicitation.

1.14 REJECTION OF BID.

The District reserves the right to reject any and all bids, or alternative bid proposals, if applicable, or waive any minor irregularity or technicality in bids received. A bid which is incomplete, unbalanced, conditional, obscure or which contains additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.

1.15 RESPONSIVE/RESPONSIBLE.

In order to be deemed responsive, the bidder's and any subcontractor's (if applicable) on-site Field Supervisor or Applicator must possess a valid Florida Restricted Use Pesticide Applicator License issued by Florida Department of Agriculture and Consumer Services (FDACS) with Aquatic Pest Control and Natural Areas Weed Management certifications, and be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes at the time of bid submittal. A response that does not meet all requirements of this RFB or fails to provide all required information, documents, or materials as provided in Part IV, Bid Response, may be rejected as non-responsive. A bidder whose responses, past performance, or current status does not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which bidders are responsive and responsible. The District reserves the right before awarding the contract, to require a bidder to submit such evidence of its qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder to perform the work in a satisfactory manner and within the time specified. The bidder is

assumed to be familiar with all federal, state, or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements will in no way relieve the bidder's responsibility. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.

1.16 **REFERENCES.**

The bidder must provide references who can verify the bidder's qualifications and past performance record as described in the bidder and subcontractor Requirements attachment as of the time of bid submittal.

1.17 **LISTING OF SUBCONTRACTORS.**

The bidder must provide a list of all its subcontractors with its bid response as required in the Bidder and Subcontractor Requirements attachment. If a subcontractor is not properly licensed and registered to do business in the State of Florida at the time of bid submission, the bidder shall not be responsive.

If a subcontractor does not meet the requirements of this RFB as determined by the District, the District may either reject the bid or request the apparent successful bidder to provide a substitute subcontractor, without an increase in bid price that meets the requirements of this RFB. If the apparent successful bidder declines to make any such requested substitution, the contract will not be awarded to such bidder. All subcontractors of bidder shall perform as independent contractors of bidder and not as employees, representatives, or agents of the District.

1.18 **BID TABULATION AND NOTICE OF INTENT TO AWARD.**

The names of bidders and their prices (bid tabulations) will be announced at the bid opening and bid recaps (listing the names of bidders who submitted a bid in response to this RFB and their prices listed at time of opening) will be posted for review by interested parties on the on the websites identified in Internet Availability section, in accordance with section 255.0518, Florida Statutes. Bid recaps and bid tabulations will not be provided by telephone, fax, or email. Pursuant to section 119.071(1)(b), Florida Statutes, bids received by the District are exempt from disclosure until such time as the District provides notice of intended decision or until 30 days after opening the bids, whichever is earlier.

The District will award the contract in accordance with Basis for Award of Contract section. A Notice of Intent to Award will be posted for review on the websites identified in the Internet Availability section.

1.19 **PROTESTS.**

Any bidder who protests the specifications or decision, or intended decision, must file with the District a notice of protest and formal protest in compliance with chapter 28-110, Florida Administrative Code, and applicable provisions in section 120.57, Florida Statutes. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under chapter 120, Florida Statutes. Section 287.042(2)(c), Florida Statutes, requires a bond to be posted with the District at the time of filing the formal written protest payable to the District in an amount equal to one percent of the estimated contract amount.

1.20 **EXECUTION OF CONTRACT.**

By submitting a bid, the bidder agrees to all the terms and conditions of this RFB and those included in the attached Agreement. Any changes offered by a bidder in its bid response will not be considered by the District. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. If a bidder desires to propose a change to a term or condition of the RFB or Agreement, bidder must submit its request under the procedure set forth in the Questions section. The successful bidder must submit a Certificate of Insurance, Progress Schedule, and Schedule of Values to the District within ten days from the posting of the Notice of Intent to Award. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the contract. The successful bidder must submit a Performance, Payment, and Guaranty Bond within ten days from notice that Contractor has been awarded the Agreement and prior to the commencement of any project work. The Contractor will mobilize and commence project work within ten business days from the date indicated on the Notice to Proceed from the District.

1.21 **LAW COMPLIANCE.**

The Contractor will abide by and assist the District in satisfying all applicable federal, state, and local laws, rules, regulations, and guidelines, related to performance under the contract resulting from this RFB. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. If applicable, the Contractor will comply with the Consultants' Competitive Negotiation Act, section 287.055, Florida Statutes, in the procurement of professional services required for the work. The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this Project, and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work described herein.

PART II - GENERAL CONDITIONS

2.1 **DEFINITIONS.**

- 2.1.1 **Affidavit:** A written statement in which the signer or affiant verifies that the document is true.
- 2.1.2 **Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Attached to this RFB).
- 2.1.3 **And:** Shall also mean "or" and the word "or" shall also mean "and" whenever the contents or purpose so requires.
- 2.1.4 **Applicator:** The Contractor or subcontractor employee performing herbicide application.
- 2.1.5 **Bidder:** An entity that submits a bid for the Project described in this RFB.
- 2.1.6 **Contractor:** The entity whose bid is accepted by the District and thereafter enters into a formal contract with the District.
- 2.1.7 **Contract Documents:** The documents integral to the Agreement resulting from this RFB, including the Agreement, RFB and other documents as identified in the Sample Agreement attachment.

- 2.1.8 **District**: The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.9 **District Project Manager**: Refers to the individual representing the District on all matters relating to the execution of the construction contract, acting personally or through a designee duly authorized in writing.
- 2.1.10 **Field Supervisor**: On-site Contractor or subcontractor employee supervising work being performed.
- 2.1.11 **Notice of Intent to Award**: The official letter from the District announcing the successful bidder. Neither this Notice of Intent to Award nor the response constitutes a contract with the District.
- 2.1.12 **Notice To Proceed**: The official letter notifying the Contractor that the contract has been executed and to proceed with the work specified in the Notice to Proceed.
- 2.1.13 **Person**: Means and includes any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or other capacity, whether appointed by a court or otherwise, and any combination of individuals.
- 2.1.14 **Plans or Drawings**: The official approved drawings referenced in this RFB, or exact reproductions thereof which show the location, character, dimensions and details of the work to be done, and which are to be considered as a part of the Contract Documents, the same as though attached thereto. The words, plans and drawings are used interchangeably herein.
- 2.1.15 **Principal**: When used in connection with the Bid Bond and the Performance, Payment, and Guaranty Bond, "Principal" means the same as "Contractor."
- 2.1.16 **Reference Documents**: The design and technical documents, including drawings, technical specifications, general requirements, etc. applicable to this RFB that are listed in the Reference Document Section of the Table of Contents or elsewhere in this RFB.
- 2.1.17 **Scope of Work**: The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.18 **Subcontractor**: Any corporation, partnership, firm or individual who contracts with the Contractor with the approval of the District to perform work at or about the construction site, for or on behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.
- 2.1.19 **Work**: Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.

2.2 **TERM.**

Please refer to the Effective Date, Term paragraph of the Sample Agreement.

2.3 **TAXES.**

The District is exempt from state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, applicable to materials purchased by the Contractor in accordance with Florida law.

2.4 **RETAINAGE.**

Retainage is not applicable to this solicitation.

2.5 **OWNER DIRECT PURCHASES.**

Owner direct purchases are not applicable to this solicitation.

2.6 **FUEL COST ADJUSTMENT.**

A fuel cost adjustment is not applicable to this solicitation.

2.7 **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.**

Manufacturer's name and Approved Equivalents are not applicable to this solicitation.

2.8 **PUBLIC RECORDS LAW.**

Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of chapter 119, Florida Statutes, Florida's Public Records Law. A bidder's failure to comply with chapter 119, Florida Statutes, will be grounds for rejection of the bid or termination of any contract by the District. See the Sample Agreement attachment, Project Records and Documents section, for additional details on the public record requirements.

2.8.1 Bidder, as part of this solicitation process (and as Contractor if bidder is successful) may in various forms or media hold, come into possession of, generate and/or make lawful copies of certain security and fire safety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District which under section 119.071(3), Florida Statutes, are confidential and/or exempt from the inspection, examination, and/or duplication of public records provisions of Florida's Public Records Law (Exempt Plans). Information made exempt by section 119.071(3), Florida Statutes, may only be disclosed to licensed architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree to maintain the exempt status of the Exempt Plans. Bidder has read and is familiar with Florida's Public Records Law. Bidder is and shall remain in compliance with said laws, including maintaining the exempt status of the Exempt Plans for so long as any Exempt Plans are held by or otherwise in bidder's possession and require the same of those with whom bidder lawfully shares the Exempt Plans. **Notwithstanding the preceding, unsuccessful bidders shall destroy all Exempt Plans (and any copies thereof in whatever media) in possession of the bidder (or in possession of others by or through the bidder) upon issuance of the Notice of Intent to Award.**

2.8.2 This section shall survive the award, termination, expiration, or cancellation of this RFB.

2.9 **PUBLIC ENTITY CRIMES.**

Pursuant to sections 287.133(2) and (3), Florida Statutes, 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, 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By submitting a response to this RFB, the bidder certifies that it is not on the convicted vendor list. The bidder agrees to notify the District if placement on this list occurs.

2.10 **PURCHASES BY OTHER PUBLIC AGENCIES.**

Purchases by other public agencies are not applicable to this solicitation.

2.11 **DISCRIMINATION.**

Discrimination provision is not applicable to this solicitation.

2.12 **RESPONSIBLE VENDOR DETERMINATION.**

The bidder is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.13 **SCRUTINIZED COMPANIES.**

Pursuant to Section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of one million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List or be engaged in business operations in Cuba or Syria. The Vendor/Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Vendor/Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Vendor/Contractor is found to have submitted a false certification, is placed on the Scrutinized Companies with Activities in Sudan List, engages in business operations in Cuba or Syria, or is placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

2.14 **EMPLOYMENT OF FLORIDA RESIDENTS.**

Employment of Florida Residents is not applicable to this solicitation.

2.15 **EMPLOYMENT ELIGIBILITY VERIFICATION.**

In accordance with Section 448.095, Florida Statutes, the bidder, prior to entering into a contract with the District, certifies: (i) it, and any subcontractor, will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all new employees of the Contractor or subcontractor, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the bidder was terminated by a public employer in compliance with Section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with Sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by Section 448.095(5)(b), Florida Statutes. Upon good faith belief that the bidder or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The bidder shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the bidder is an E-Verify system participant is a condition precedent to any District contract. Information on how to obtain proof of participation, register for and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>. This provision shall be incorporated into any resulting contract with the District.

2.16 **NO COERCION FOR LABOR OR SERVICES.**

In accordance with section 787.06, Florida Statutes, a nongovernmental entity, prior to entering into, renewing or extending a contract (including a purchase order) with the District, must provide the District with an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. The affidavit form is attached.

2.17 **LOBBYING PROHIBITION.**

Lobbying Prohibition is not applicable to this solicitation.

2.18 **INDEMNIFICATION.**

The Contractor agrees to indemnify and hold harmless the District, its agents, employees and officers, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under the Agreement. This provision shall survive the expiration or termination of the Agreement.

2.19 **INSURANCE.**

The contract resulting from this RFB will require the Contractor to maintain during the entire term of the contract, insurance in the kinds and amounts or limits with a company or companies authorized to do business in the State of Florida as listed in the Sample Agreement attachment, Insurance Requirements. The Contractor will not commence work under the contract until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance must reference the District Agreement Number and Project Manager.

2.20 **BONDING.**

Bonding is not applicable to this solicitation.

2.21 **ARCHAEOLOGICAL, HISTORICAL AND CULTURAL SITES.**

If archaeological artifacts are uncovered during construction, the Contractor must stop work in the area and promptly notify the District so that a course of action can be determined.

2.22 **TRENCH SAFETY ACT.**

Trench Safety Act is not applicable to this solicitation.

2.23 **VALUE ENGINEERING.**

Value engineering is not applicable to this solicitation.

2.24 **DRAWINGS AND SPECIFICATIONS.**

Drawings and Specifications are not applicable to this solicitation.

2.25 **FAILURE TO COMPLETE THE WORK ON TIME.**

The Contractor shall coordinate and work cooperatively with the District's consultants. The Contractor will take into account all contingent work which is to be done by other parties arising from any cause whatsoever and will not plead it's want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

2.25.1 Nothing in this section will be construed as limiting the right of the District to declare the Agreement forfeited, or to take over the work, or to claim damages for the failures of the Contractor to abide by each and every one of the terms contained in the Contract Documents. Completion date will be construed as being the date on which the work is fully accepted by the District.

2.25.2 If the Contractor is delayed at any time, in the progress of the work, by an act of neglect of the District or its employees, agents, or consultants, or by changes ordered by the District, or by strikes, lockouts, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the aforementioned delays.

2.26 **LIQUIDATED DAMAGES.**

Liquidated Damages are not applicable to this solicitation.

2.27 **CONTRACTOR'S UNDERSTANDING.**

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under the Agreement. The Contractor acknowledges that it has investigated and correlated his observations with the requirements of this RFB and satisfied itself as to the

conditions affecting the work. These conditions include, but are not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, lake stages, tides, or similar physical conditions at the site, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that it is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all Drawings and Specifications and all other documents made a part of this RFB. Any failure by the Contractor to acquaint itself with the available information will not relieve the Contractor from its responsibility for estimating properly the difficulty or cost of successfully performing the work. The District assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the District, its officers or employees prior to the execution of the Agreement, unless such information has been stated expressly in this RFB.

If the Contractor believes that any subsurface or physical condition that is uncovered or revealed either: 1) is of such a nature as to establish that any technical data on which the Contractor is entitled to rely under this RFB is materially inaccurate; or 2) is of such a nature as to require a change in the Contract Documents; or 3) differs materially from that shown or indicated in the Contract Documents; or 4) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify the District and Engineer in writing about such condition. The Contractor shall not further disturb such condition or perform any work in connection therewith, except as aforesaid, until receipt of written order to do so.

2.28 MATERIALS, APPLIANCES, AND LABOR.

Unless otherwise stipulated, the Contractor will furnish and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work.

2.29 TOOLS, PLANTS, AND EQUIPMENT.

If at any time before the commencement or during the progress of the work, tools, plants, or equipment appear to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Contractor to increase their efficiency, to improve character, to augment its number or substitute new tools, plants, or equipment, as the case may be and the Contractor will conform to such order. The failure of the District to demand such increase of efficiency will not relieve the Contractor of its obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Agreement and to the satisfaction of the District.

2.30 MATERIALS AND EQUIPMENT SCHEDULES.

As soon as practicable after the execution of the Agreement, and before any material or equipment is purchased, the Contractor will submit to the District for approval a complete list of materials and equipment to be incorporated in the work. Any materials listed which are not in accordance with the Agreement requirements will be rejected.

2.31 STANDARDS FOR QUALITY AND WORKMANSHIP.

All materials, equipment, and supplies furnished by the Contractor for permanent incorporation in the work will be new and of quality standards specified. Workmanship will be first class and the finished product equal to the best-accepted standards of the trade for the category of work performed. It is the District's intent to obtain a high-quality job that will operate and function with the least maintenance costs.

2.32 GUARANTEE.

Guarantee is not applicable to this solicitation.

2.33 ESTIMATED QUANTITIES.

Unless otherwise specified, the quantities stipulated in the bid for various items are approximate only and subject to increase or decrease in order to make them conform to the program or work selected and actual construction performed. The Contractor will perform a complete and finished job of the scope designated in the award whether the final quantities are more or less than those estimated. The Contractor will be responsible for verifying all estimated quantities and incorporating any adjustments from the computation into the Total Bid Amounts submitted in response to this RFB.

2.34 PERMITS AND REGULATIONS.

The District will be responsible for obtaining the National Pollutant Discharge Elimination System (NPDES) Permit. The Contractor shall be responsible to comply with all reporting requirements in accordance with this permit as more specifically outlined in the Part III, Scope and Specifications.

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents and Scope of Work are at variance therewith, the Contractor will promptly notify the District's Project Manager in writing and any necessary changes will be adjusted as provided in the Agreement for changes in the work. If the Contractor performs work, knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the District's Project Manager, it will bear all costs arising therefrom.

2.35 PROTECTION OF WORK AND PROPERTY.

The Contractor will at all times protect its work from damage and will protect the District's property against damage, injury or loss arising in connection with the performance of the Project. The Contractor will correct any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or caused by the agents or employees of the District. The Contractor will adequately protect and maintain all passageways, guard fences, lights, and other facilities for safety protection required by public authority or local conditions.

2.35.1 At all times, the Contractor will protect all public and privately-owned property, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from the Contractor's failure to provide such protection will be promptly repaired or restored at the sole expense of the Contractor.

2.36 SITE ACCESS.

The Project site is on District property. Access to the Circle B Bar Reserve is through the public access located at 4399 Winter Lake Road, Lakeland, Florida 33803. Access is subject to the operating hours set by Polk County. Information about Circle B Bar Reserve hours may be found at <https://www.polk-county.net/park/circle-b-bar-reserve/>.

2.37 INSPECTION OF WORK.

The District and its representatives will at all times have access to the work whether it is in preparation or progress and the Contractor will provide proper facilities for access and for inspection. The work will be conducted to the satisfaction of the District and is subject to inspection by its appointed inspectors to ensure compliance with the terms of the Agreement. No inspector is authorized to change any provision in this RFB, nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.

2.37.1 If the Contract Documents, the District's instructions, or laws, ordinances or any public authority require any work to be specially inspected, tested or approved, the Contractor will give the District timely notice of its readiness for inspection; and if the inspection is by another authority, then the Contractor will advise the District of the date of such inspection. Inspections by the District will be promptly made and where practicable, at the source of supply. If any work should be covered up without approval or consent of the District, it will be uncovered for examination at the Contractor's expense.

2.38 TESTS.

Tests are not applicable to this solicitation.

2.39 CONTRACTOR SUPERVISION.

The Contractor will keep competent supervision on-site during its progress as listed in the bidder and Subcontractor Requirements attachment. Upon the District's request, the Contractor must provide a list of all proposed Contractor employees fulfilling a supervisory position. Any personnel change in a supervisory position will require the prior written consent of the District. The superintendent or project manager will represent the Contractor. The superintendent or project manager will give efficient supervision to the work using best skill and attention.

2.40 HOURS OF WORK.

The Contractor may access the Project site and perform work between sunrise to sunset, seven days a week provided work hours comply with the Circle B Bar Reserve access hours and local ordinances of Polk County, Florida. Other hours of work may be authorized at the sole discretion of and in writing by the District Project Manager upon request of the Contractor. The District's working hours, including travel time to/from the District's Brooksville Office, will generally be considered as being from 8:00 a.m. to 5:00 p.m., Monday through Friday. Work done at times other than said District working hours will be considered overtime work for the District. As such any inspection services required of the District or its authorized representative during overtime hours will be done at the expense of the Contractor, and such costs will be deducted from payments otherwise due to the Contractor. The cost to be deducted from payment otherwise due the Contractor will be the overtime hours at an hourly rate applicable to the authorized representative.

2.41 **PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST NOTICE OF AWARD).**

Progress Schedule and Schedule of Values are not applicable to this solicitation.

2.42 **JESSICA LUNSFORD ACT.**

The Jessica Lunsford Act is not applicable to this solicitation.

2.43 **POTENTIAL FERAL HOG DAMAGE.**

Potential Feral Hog Damage is not applicable to this solicitation.

PART III – SCOPE AND SPECIFICATIONS

The District is soliciting bids from qualified bidders to furnish and deliver, if and when ordered by the District, all required services and materials necessary for the Circle B Bar Reserve FDOT Mitigation Site - Invasive Plant Control Services in Polk County, Florida as more particularly shown in this solicitation and the Reference Documents.

3.1 **PROJECT BACKGROUND INFORMATION.**

Circle B Bar Reserve is jointly owned by the District and Polk County (County) and managed by both the County and the Southwest Florida Water Management District (District). The 1267-acre property is in northwestern Polk County, Florida (Refer to Figure 9). The FDOT Mitigation treatment area consists of approximately 620-acres of wetlands and upland buffers within the preserve (Refer to Figure 10). The property has been under active site maintenance to reduce the presence and minimize the spread of non-native and nuisance plant species and allow the maturation and spread of native plantings.

3.2 **PROJECT DESCRIPTION.**

The Circle B Bar Reserve FDOT Mitigation - Invasive Plant Control Project is a project to maintain freshwater and upland native plant communities at the FDOT Mitigation areas within Circle B Bar Reserve by reducing the presence and minimizing the spread of non-native and nuisance plant species.

Polygons of vegetation management boundaries (gpx for GPS, KML for Google Earth, or .pdf for Avenza) have been provided as part of this solicitation (Refer to Figure 11).

3.3 **GENERAL REQUIREMENTS.**

Refer to Reference Documents for additional specific information pertaining to this Project.

Generic Requirements:

3.3.1 The Contractor shall provide all necessary labor, equipment, and materials to complete the Project as described within the Contract Documents.

3.3.2 The Contractor shall be responsible for inspecting and accepting the existing conditions of the work site prior to bidding. By submitting a bid, the Contractor shall have indicated their acceptance.

- 3.3.3 All disturbed areas of the following, including but not limited to, shall be restored to pre-Project condition and vegetated state as directed by the District Project Manager at the conclusion of the Project: Access roads, vehicle parking areas, laydown areas, sanitary facility areas, storage areas, and equipment parking areas. All site and vegetation restoration plans must be approved in writing by the District Project Manager prior to implementation.
- 3.3.4 The Contractor shall have a copy of all permits at the Project work site and shall perform all work in accordance with the requirements of the permits, including those obtained by the District.
- 3.3.5 The Contractor is responsible for any cost to dispose of any debris or other materials, including discarded material, from the Project site and to dispose of these materials offsite in compliance with all laws.

3.4 **WORK OBJECTIVES.**

The overall goal of this Project is to reduce and control the growth of non-native and nuisance plant species on the managed portions of the Circle B Bar Reserve. General objectives include:

3.4.1 Vegetation Management:

Control woody, grass, and herbaceous non-native and nuisance plant species on approximately 620-acres of wetlands within the Project area (Refer to Figure 10) through herbicide application according to the vegetation management treatment schedule provided in Section 3.5.1 Vegetation Management of this solicitation.

Quarter (Q) of each Agreement Year	Quarterly Treatment Period Start	Quarterly Treatment Period End
Q1	April 1	June 30
Q2	July 1	September 30
Q3	October 1	December 31
Q4	January 1	March 31

*Note: The first quarter of year 1 shall start at issuance of Notice to Proceed through June 30.

Treatments should be staggered and evenly spaced to allow for consistent treatment. The District's Project Manager will work with the Contractor to determine most effective treatment schedule, however each quarterly service will need to be performed within the first two-thirds of the quarter to allow for inspection and retreatment, if required.

3.5 **DUTIES AND SPECIFICATIONS.**

3.5.1 Vegetation Management:

The Contractor will perform quarterly herbicide treatments to achieve effective treatment of 100% of target vegetation identified in Section 3.5.2.2, Non-native and Nuisance Plant Species Control Targets, which results in a minimum of 95% of the target plants killed.

3.5.2.1 Non-native and Nuisance Plant Management Locations and Maintenance Levels.

This RFB covers non-native and nuisance vegetation management on approximately 620 acres of the Circle B Bar Reserve (Refer to Figure 10).

- 3.5.2.1.1 Provide 100% treatment to maintain aerial coverage or occurrence of non-native and nuisance species at five percent (5%) or less.

3.5.2.2 Non-native and Nuisance Plant Species Control Targets

- 3.5.2.2.1 Non-native plant species shall include but not be limited to plants listed on the current Florida Invasive Species Council's Category I and II Invasive Plant List ([2023 FISC List of Invasive Plant Species - Florida Invasive Species Partnership, https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/](https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/)). Other non-native species may require control if they threaten the survival, growth or spread of native plant species or hinder access to perform necessary vegetation management activities.

- 3.5.2.2.2 Nuisance plants are undesirable, native species that threaten the survival, growth or spread of native plant species or hinder access to perform necessary vegetation management activities. Nuisance species shall include but not be limited to cattail (*Typha spp.*).

3.5.2.3 Vegetation Management Control Methods

- 3.5.2.3.1 The vegetation management control methods will follow the guidelines outlined below to address treatment targets (as described in Section 3.5.2.1, Non-native and Nuisance Plant Management Locations and Maintenance Levels, of this solicitation).

- 3.5.2.3.2 Treatment methods shall follow the recommendations set forth in the University of Florida, Institute of Food and Agricultural Sciences (IFAS) Extension publication "Integrated Management of Non-Native Plants in Natural Areas of Florida", publication SP 242, by Stephen F. Enloe, et al incorporated herein by reference. This publication is available at the following link: <http://edis.ifas.ufl.edu/pdffiles/WG/WG20900.pdf>
Common integrated management practices include herbicides, mowing and physical removal. All control or removal operations must be done in a manner that will minimize damage to non-targeted species. The use of any new treatment methods and herbicides not included in this publication may be utilized by the Contractor if approved as part of the annual control schedule. Other control methods may be utilized if they are consistent with the Project management goals and approved as part of the annual control schedule.

- 3.5.2.3.3 The Contractor must follow all pesticide laws and regulations including those set forth by the United States Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP), and the Florida Department of Agriculture and Consumer Services (FDACS). All herbicides shall be applied pursuant to the EPA approved product label including but not limited to approved use sites, handling, mixing, loading, transporting, applying, storage and disposal of empty containers.
- 3.5.2.3.4 All Herbicide Applicators working on this Project shall be supervised by the Contractor's Field Supervisor who must possess a valid Florida Restricted Use Pesticide Applicator License issued by FDACS with Aquatic Pest Control and Natural Areas Weed Management certifications. The Contractor's Field Supervisor shall be responsible for all control activities and safety on the Project sites. The Field Supervisor must be on-site whenever the Contractor has employees working on the Project. The Field Supervisor must have the ability to communicate orally in English and in the language or languages needed to direct the employees under their supervision. Herbicide Applicators shall be suitably trained and experienced to correctly identify targeted and non-targeted plants and to safely handle, mix, and apply herbicides.
- 3.5.2.3.5 If the Contractor chooses to apply herbicides via Unmanned Aircraft Systems (UAS):
- 3.5.2.3.5.1 The Contractor and any subcontractor, if applicable, must comply with the following Figures, which may be amended from time to time:
- Figure 12 – UAS Rules and Regulations of Florida 01-30-2024
 - Figure 13 – Guidelines and Specifications for the Operation of UAS 02-16-2018
 - Figure 14 – SWFWMD Checklist for the Operation of UAS 02-16-2018
- 3.5.2.3.5.2 The Contractor's Project Manager must provide all documentation as specified in Figure 14 – SWFWMD Checklist for the Operation of UAS 02-16-2018 prior to commencing UAS utilization.
- 3.5.2.3.5.3 The Applicator must possess an Aerial Commercial Applicator License. Proof of such license(s) may be provided with the bidder's bid submission or by the Contractor at time of request to utilize UAS if after agreement execution. Proof of such license(s) must be provided prior to commencing UAS utilization, and anytime upon request by the District during the contract term.

- 3.5.2.3.6 When herbicides are applied to water or near water resulting in unavoidable discharge to water, the Contractor must comply with the District's Generic Permit for Pollutant Discharges to Surface Waters of the State from the Application of Pesticides issued by the FDEP. See Part V, Recordkeeping and Annual Reporting, of the DEP Generic Permit 62-621.300(8)(e) (Refer to Figure 1).
- 3.5.2.3.7 The District or County reserves the right to install additional upland and/or wetland plants throughout the Project site, after notification of the Contractor by the District. Unless installed by the Contractor, the Contractor will bear no responsibility for the supplemental plants installed by the District or County. However, the Contractor will cause no harm to any supplemental plants installed by the District or County.
- 3.5.2.3.8 After notifying the Contractor, the District or County reserves the right to release bio-control agents to aid in the control of invasive species. The District's Project Manager will provide locations of these releases to the Contractor.
- 3.5.2.3.9 After notifying the Contractor, the District or County reserves the right to perform prescribed burns if/when it becomes feasible to help promote the establishment of a native plant communities.
- 3.5.2.3.10 After notifying the Contractor, the District or County reserves the right to seed selected upland areas if it is determined that this action will reduce the need for herbicide treatment/mowing and support the long-term Project management goals. Any required prep work would be performed by the District.
- 3.5.2.3.11 Work may be performed during daylight hours only (sunrise to sunset), seven days a week.

3.6 **GENERAL SPECIFICATIONS.**

3.6.1 Equipment Use Precautions.

- 3.6.1.1 The Contractor shall take care to avoid or minimize ground disturbance to restored upland and wetland habitats due to vehicle access.
- 3.6.1.2 To avoid tire rutting, ATV's and UTV's or foot travel instead of heavier vehicles should be used when performing treatment activities off the established road system under wet conditions.
- 3.6.1.3 Use of airboats and/or amphibious marsh buggies shall be limited to wetland treatment areas.
- 3.6.1.4 Airboats and/or amphibious marsh buggies shall be launched only from District designated points/locations.

3.6.2 Chemical Storage

Herbicides and adjuvants must be supervised by the Contractor's Field Supervisor or Applicators or be securely contained in a ventilated and locked truck or trailer in accordance with Sections 403.161, 403.413, 403.708, 487.031, Florida Statutes. The Contractor shall properly dispose of all pesticide and adjuvant containers. No on-site storage of chemicals is permitted.

3.6.3 Equipment Requirements

3.6.3.1 The Contractor shall have available the following minimum equipment:

- A GPS or smart phone which can be utilized to create or find GPS waypoints and treatment polygons.
- Backpack sprayer(s)
- 4-wheel drive vehicle(s)
- ATV(s) / UTV(s)
- Amphibious Marsh Buggy(ies) (Example: Marsh Master)
- Airboat(s) with vehicle-mounted sprayer

3.6.3.2 The Contractor shall submit a listing and photographs of all owned or rented equipment and vehicles intended to be used under the contract resulting from this solicitation including at minimum the items listed in Subsection 3.6.3.1.

3.6.3.3 The District reserves the right to inspect any or all of the Contractor's vehicles and equipment that will be utilized in execution of the work at any time throughout the term of the Agreement. All inspections will take place at the discretion of the District.

3.6.3.4 The District reserves the right to restrict or deny use of any vehicle(s) or equipment as part of this Project work.

3.6.3.5 All vehicles and equipment must be well-maintained and in good repair. No vehicles or equipment may have fluid leaks of any kind.

3.6.4 Contractor Responsibilities

3.6.4.1 Perform site maintenance as required to maintain the aerial coverage of non-native and nuisance plant species at the required maintenance levels indicated in Subsection 3.5.1 of this solicitation.

3.6.4.2 Provide employee safety training and all materials and supplies needed to maintain a safe worksite as required by state and federal regulations. This includes, but is not limited to, training for safe equipment operation, first aid and supplies, personal protective equipment (PPE), spill kit, and identification of dangerous plants and animals.

3.6.4.3 Submit Treatment Progress Report, outstanding NPDES forms (when applicable), and invoice to the District Project Manager within seven calendar days of completion of each quarterly treatment.

- 3.6.4.3.1 GPS tracks of each treatment area shall be recorded by the Contractor and provided to the District Project Manager as part of the treatment progress report.
- 3.6.4.4 Submit all required NPDES forms and reports as required in Subsection 3.6.5, National Pollutant Discharge Elimination System (NPDES) Permit, of this solicitation.
- 3.6.4.5 Provide proper cleanup of all spills, including, but not limited to, herbicides and petroleum products, and the reporting of any spills to the State Warning Point (<https://floridadep.gov/oer/oer/content/reportable-incident>), if required. The Contractor shall report any herbicide misuse, herbicide or petroleum product spills, accidents, and injuries to the District's Project Manager within 24 hours.
- 3.6.4.6 Notify the District's Project Manager seven days in advance of when treatments are scheduled and identify the Contractor's Field Supervisor who will be providing on-site supervision. Contact information (cell phone number) and a copy of the Field Supervisor's pesticide license shall also be provided to the District at that time unless that information has already been provided.
- 3.6.4.7 Attend site inspections and progress meetings at the request of the District's Project Manager on the Project site with the District's Project Manager on a mutually agreeable date to assess the status of the work in progress and the current coverage of non-native and nuisance plant populations.
- 3.6.4.8 The District's Project Manager may inspect the project site after each treatment or at any other time at the discretion of the District's Project Manager. The Contractor is encouraged, but not required to, attend these inspection site visits. The District will notify the Contractor a minimum of five business days in advance of these inspection site visits should the Contractor desire to attend.
- 3.6.4.9 The Contractor shall be responsible for the labor and materials to replace existing and installed desirable vegetation that may be damaged during maintenance.
- 3.6.4.10 Pressure-wash all equipment including but not limited to trucks, ATVs, airboats, amphibious marsh buggies, and trailers before being brought on-site or after last use.
- 3.6.4.11 Cleaning of all equipment including but not limited to trucks, ATVs, airboats, amphibious marsh buggies, and trailers after being utilized on-site and before departure from site.
- 3.6.5 National Pollutant Discharge Elimination System (NPDES) Permit.

The Contractor awarded this Project must comply with all applicable requirements of the DEP Generic Permit for Pollutant Discharges to Surface Waters of the State from the Application of Pesticides; pursuant to FDEP's federally-approved National Pollutant Discharge Elimination System (NPDES) Program found at <https://www.flrules.org/Gateway/reference.asp?No=Ref-09842>.

- 3.6.5.1 If pesticides (herbicides) are applied to or near water, the Contractor must complete and submit a NPDES Treatment Report Form (Refer to Figure 2), to the District's Project Manager within 14 calendar days of each treatment event. A Treatment Report Form may cover a work period of no longer than one week.
- 3.6.5.2 The Contractor must conduct spot checks in and around where pesticides are applied for adverse incidents possibly or known to be caused by application of pesticides, including unanticipated death or distress of non-target organisms and disruption of wildlife habitat, recreational or municipal water use. Visual assessments of the application site must be performed: i) during any post-application surveillance or efficacy check that the Contractor conducts, if a surveillance or efficacy check is conducted; ii) during pesticide application, when considerations for safety and feasibility allow. Visual monitoring activities are to be reported to the District on the Surveillance/Inspection Report (Refer to Figure 3), within 14 calendar days of the inspection unless an adverse incident as defined in the DEP Generic Permit 62-621.300(8)(e) (Refer to Figure 1) is detected.
- 3.6.5.3 If the Contractor observes or is otherwise made aware of an adverse incident, resulting from a discharge of pollutants to surface waters of the state from a pesticide application by the Contractor, the Contractor must notify Florida Department of Environmental Protection (DEP), the State Watch Office at 800-320-0519 or SWP@em.myflorida.com, in accordance with Part IV.C.3.(a) of the DEP Generic Permit and complete the 24 Hour Adverse Incident Notification Form (Refer to Figure 4). The District Project Manager must also be immediately informed of the incident and a copy of the report provided to the District within 24 hours. If required by Part IV.C.3. (b) of the DEP Generic Permit, a Thirty Day Adverse Incident Written Report Form (Refer to Figure 5) must be completed, and a copy forwarded to the District as soon as possible. The rationale for any determination that a written report of an adverse incident is not required in accordance with Part IV.C.3.(a) of the DEP Generic Permit and a description of any corrective action(s), including spill responses, resulting from pesticide application activities and the rationale for such action must be provided to the District. These adverse incident notification and reporting requirements are in addition to the reporting requirements under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), United States Code, 7 USC 136 (a)(2) and its implementing regulations, Code of Federal Regulations (CFR), at 40 CFR Part 159.
- 3.6.5.4 A Sprayer Calibration/Maintenance Documentation Form (Refer to Figure 6) shall be completed to document any equipment maintenance or calibration events. This form shall be retained by the Contractor and does not need to be submitted to the District unless requested by the District Project Manager.

3.6.6 Sanitary Facilities and Potable Water

- 3.6.6.1 Sanitary facilities are not provided by the District on the Project site. The Contractor will be responsible for providing their employees with sanitary facilities for their employees in accordance with all applicable laws.
- 3.6.6.2 Potable water is not provided by the District on the Project site. The Contractor will be responsible to provide their employees with all required potable water in accordance with all applicable laws.

3.7 **WILDLIFE.**

Wildlife that may be found on the Project Site include but are not limited to:

- Alligators
- Fire Ants
- Mosquitos
- Sandhill Cranes
- Snakes

Caution should always be taken around any wild animal. Florida Fish and Wildlife Conservation Commission (FWC) requires a buffer as required by applicable law from nesting birds that are listed as threatened or endangered in Florida.

PART IV – BID RESPONSE

4.1 **BASIS FOR AWARD OF CONTRACT.**

The District will award the contract to the lowest, responsive and responsible bidder. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the District for the procurement of commodities or contractual services, a bid, proposal, or reply received from a bidder that certifies that it has implemented a drug-free workplace program in conformance with section 287.087, Florida Statutes, shall be given preference in the award process.

Cost must be provided for all bid items. If there is a discrepancy in a calculation, the applicable unit price will govern. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District.

The District reserves the right to delete line items as required to meet budget limitations. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 **SATISFACTORY REFERENCES.** References must be provided as required by this RFB.

4.1.2 **ACKNOWLEDGMENT OF ADDENDA.** Bidder shall acknowledge receipt of all written addenda issued for this RFB. Failure to acknowledge receipt, review, and acceptance of any addenda may result in the bid being considered non-responsive.

4.1.3 **COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms listed as required below must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in the rejection of the bid as non-responsive. The bidder must provide costs for all bid items.

4.1.3.1 **Bid and contract forms required with bid submission:**

- Attachment 1 – Bid Response Form
- Attachment 2 – Bidder and Subcontractor Requirements
- Attachment 5 – Certification Clean Air Act/Clean Water Act

4.1.3.2 Bid forms required with bid submission if bidder did not attend District hosted Site Visit:

- Attachment 4 – Affidavit of Bidder Performed Site Visit

4.1.4.3 Sample forms referenced in this RFB:

- Attachment 6 – Sample Agreement

The remainder of this page intentionally left blank.

**ATTACHMENT 1
BID RESPONSE FORM
FOR
REQUEST FOR BIDS #25-4714
CIRCLE B BAR RESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
POLK COUNTY, FLORIDA**

The undersigned bidder has carefully read this Request for Bids (RFB) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. The bidder certifies that its bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted) and is in all respects fair and without collusion or fraud. The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder. The bidder agrees that it will provide the work as stipulated if awarded the contract.

The bidder certifies that the Bidder and Subcontractor Requirements attachment information provided is true and correct to the best of its knowledge.

The bidder has also carefully read any Addenda issued for this RFB. Addenda are available at <http://www.watermatters.org/procurement> and www.demandstar.com. The bidder is responsible for reviewing these documents, signing each Addenda signature page, and submitting with the bidder's bid.

☐ Bidder has not been debarred by a political agency within the State of Florida.

☐ Bidder has a Drug-Free Workplace Program in conformance with section 287.087, Florida Statutes. (Optional)

Bidder Name (Company Name as Contained on Corporate Seal)

Mailing Address	City	State	Zip Code
-----------------	------	-------	----------

Physical Address	City	State	Zip Code
------------------	------	-------	----------

Telephone Number	Fax Number	Email Address
------------------	------------	---------------

Authorized Signature	Date	Print/Type Name and Title
----------------------	------	---------------------------

NOTE: If you are entering a "No Bid," please state reason below and email this form to procurement@watermatters.org.

ATTACHMENT 1 (Continued)
BID RESPONSE FORM
FOR
REQUEST FOR BIDS #25-4714
CIRCLE B BAR RESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
POLK COUNTY, FLORIDA

PRICING FOR PERIODS: YEAR 1 and YEAR 2					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
1	Invasive Plant Control on Approximately 620 Acres	4	\$ _____	Quarterly Treatment	\$ _____
TOTAL FOR TWO YEAR PERIOD:					\$ _____

PRICING FOR PERIODS: YEAR 3 and YEAR 4					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
1	Invasive Plant Control on Approximately 620 Acres	4	\$ _____	Quarterly Treatment	\$ _____
TOTAL FOR TWO YEAR PERIOD:					\$ _____

PRICING FOR PERIOD: YEAR 5					
ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	UNIT	ITEM TOTAL COST (\$)
1	Invasive Plant Control on Approximately 620 Acres	4	\$ _____	Quarterly Treatment	\$ _____
TOTAL FOR ONE YEAR PERIOD:					\$ _____

TOTAL TERM AGREEMENT INCLUDING OPTIONAL RENEWALS:

TOTAL BID AMOUNT \$ _____

TOTAL BID AMOUNT IN WORDS (Type or Clearly Print):

**ATTACHMENT 2
BIDDER AND SUBCONTRACTOR REQUIREMENTS
FOR
REQUEST FOR BIDS #25-4714
CIRCLE B BAR RESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
POLK COUNTY, FLORIDA**

All requirements shall be required to be met as of the time of bid submittal unless otherwise stated.

A. LICENSES:

The bidder's and any subcontractor's (if applicable) on-site Field Supervisor and/or Applicator must possess a valid Florida Restricted Use Pesticide Applicator License issued by FDACS with Aquatic Pest Control and Natural Areas Weed Management certifications at the time of bid submittal. The bidder must identify and provide license and certification information below regarding all licenses and certifications held by the bidder and subcontractors necessary to perform the work described in the RFB, including any licenses and certifications needed to acquire any permits and to perform the work including but not limited to any licenses or certifications listed in this RFB. The licenses must be active in the State of Florida at the time of bid submittal and maintained throughout the term of the Agreement. A copy of all licenses listed below must be included with the bidder's submission.

The bidder and subcontractors, if applicable, must possess the license(s) as listed on this attachment or in the technical specifications and be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes at the time of bid submittal. Additionally, if applicable, each subcontractor must be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes at the time of bid submittal.

<u>License Number & Category</u>	<u>Person's Name</u>	<u>Company Name</u>	<u>Expiration Date</u>
--------------------------------------	----------------------	---------------------	------------------------

B. BIDDER/CONTRACTOR PERSONNEL QUALIFICATIONS:

The bidder must have been in operation for a minimum of three years.

The Project Manager of the bidder must have a minimum of five years' experience on projects similar in size and scope of this Project.

The Field Supervisor must have a minimum of three years' experience, performing the same or similar services.

The license holder(s) must have a minimum of one year experience performing the same or similar services and provide written certification.

If the same employee is fulfilling the Project Manager, Field Supervisor, and/or license holder roles, the more stringent experience requirement will apply.

C. BIDDER RESUMES:

The bidder must provide resumes of its Project Manager, Field Supervisor, License Holders, and any other supervisory position listing their qualifications, experience, education, and training. The resumes provided must show that each individual meets the appropriate requirements above.

D. BIDDER REFERENCES:

References must be provided on the Reference Form provided in this attachment.

The bidder must provide a minimum of three references who can verify the bidder's qualifications and past performance record on projects.

References must be individuals that can be readily contacted and have first-hand knowledge of the bidder's performance on the specific project performed by the bidder. Each reference contact person shall have been informed that they are being used as a reference and that the District may be contacting them.

E. SUBCONTRACTOR LISTING:

The bidder must provide a list of all subcontractors who will perform the work on this Project and what aspects, portions, and/or areas of the Project work each subcontractor will be performing.

F. SUBCONTRACTOR PERSONNEL QUALIFICATIONS:

The Field Supervisor must have a minimum of three years' experience, performing the same or similar services.

The license holder(s) must have a minimum of one years' experience performing the same or similar services and provide written certification.

G. SUBCONTRACTOR RESUMES:

For each subcontractor listed, the bidder must provide resumes of the subcontractor's Field Supervisors and License Holders that will perform Project work listing their qualifications, experience, education, and training. The resumes provided must show that the individual meets the appropriate position requirements above and other requirements as appropriate or required for their trade, as applicable.

H. SUBCONTRACTOR REFERENCES:

References must be provided on the Reference Form provided in this attachment.

For each subcontractor listed, the bidder must provide a minimum of three references who can verify the subcontractor's qualifications and past performance record on projects.

References must be individuals that can be readily contacted and have first-hand knowledge of the subcontractor's performance on the specific project. Each reference contact person shall have been informed that they are being used as a reference and that the District may be contacting them.

The remainder of this page intentionally left blank.

**BIDDER
REFERENCE FORM 1**

The bidder must provide a minimum of three references who can verify the bidder's qualifications and past performance record on projects that meet the following requirements:

- Project ongoing or completed within the last 5 years in the State of Florida.
- Project includes management of non-native/nuisance vegetation as requested in this RFB.
- Value of at least \$100,000 per year.
- Similar in scope to this Project.
- Minimum of two references shall be from sources other than the District.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Bidder:

Project Name: _____

Project Location: _____

Bidder's Project Manager Name: _____

Bidder's Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

Involvement of bidder's team (list their names and roles on the reference project):

**BIDDER
REFERENCE FORM 2**

The bidder must provide a minimum of three references who can verify the bidder's qualifications and past performance record on projects that meet the following requirements:

- Project ongoing or completed within the last 5 years in the State of Florida.
- Project includes management of non-native/nuisance vegetation as requested in this RFB.
- Value of at least 100,000 per year.
- Similar in scope to this Project.
- Minimum of two references shall be from sources other than the District.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Bidder:

Project Name: _____

Project Location: _____

Bidder's Project Manager Name: _____

Bidder's Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

Involvement of bidder's team (list their names and roles on the reference project):

**BIDDER
REFERENCE FORM 3**

The bidder must provide a minimum of three references who can verify the bidder's qualifications and past performance record on projects that meet the following requirements:

- Project ongoing or completed within the last 5 years in the State of Florida.
- Project includes management of non-native/nuisance vegetation as requested in this RFB.
- Value of at least \$100,000 per year.
- Similar in scope to this Project.
- Minimum of two references shall be from sources other than the District.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 3: Project Details performed by Bidder:

Project Name: _____

Project Location: _____

Bidder's Project Manager Name: _____

Bidder's Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

Involvement of bidder's team (list their names and roles on the reference project):

**SUBCONTRACTOR
REFERENCE FORM 1
(Use one of this page per subcontractor.)**

For each subcontractor listed, the bidder must provide a minimum of three references who can verify the subcontractor's qualifications and past performance record on projects that meet the following requirements:

- Project ongoing or completed within the last 5 years in the State of Florida.
- Project includes management of non-native/nuisance vegetation as requested in this RFB.
- Similar in size and scope to the subcontractor's respective portion of the Project work.
- Minimum of two references shall be from sources other than the District.
- The bidder may not be provided as a reference for the subcontractor.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Subcontractor Name:

Subcontractor's Name: _____

Part 3: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 4: Project Details performed by subcontractor:

Project Name: _____

Project Location: _____

Subcontractor's Project Manager Name: _____

Subcontractor's Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

Involvement of subcontractor's team (list their names and roles on the reference project):

**SUBCONTRACTOR
REFERENCE FORM 2**
(Use one of this page per subcontractor reference.)

For each subcontractor listed, the bidder must provide a minimum of three references who can verify the subcontractor's qualifications and past performance record on projects that meet the following requirements:

- Project ongoing or completed within the last 5 years in the State of Florida.
- Project includes management of non-native/nuisance vegetation as requested in this RFB.
- Similar in size and scope to the subcontractor's respective portion of the Project work.
- Minimum of two references shall be from sources other than the District.
- The bidder may not be provided as a reference for the subcontractor.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Subcontractor Name:

Subcontractor's Name: _____

Part 3: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 4: Project Details performed by subcontractor:

Project Name: _____

Project Location: _____

Subcontractor's Project Manager Name: _____

Subcontractor's Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

Involvement of subcontractor's team (list their names and roles on the reference project):

**SUBCONTRACTOR
REFERENCE FORM 3
(Use one of this page per subcontractor reference.)**

For each subcontractor listed, the bidder must provide a minimum of three references who can verify the subcontractor's qualifications and past performance record on projects that meet the following requirements:

- Project ongoing or completed within the last 5 years in the State of Florida.
- Project includes management of non-native/nuisance vegetation as requested in this RFB.
- Similar in size and scope to the subcontractor's respective portion of the Project work.
- Minimum of two references shall be from sources other than the District.
- The bidder may not be provided as a reference for the subcontractor.

Part 1: Bidder's Name:

Bidder's Name: _____

Part 2: Subcontractor Name:

Subcontractor's Name: _____

Part 3: Reference Provider Information:

Reference Business Name: _____

Reference Business Owner's Name: _____

Reference Contact Person: _____

Reference Contact Person's Title: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone No.: _____

Part 4: Project Details performed by subcontractor:

Project Name: _____

Project Location: _____

Subcontractor's Project Manager Name: _____

Subcontractor's Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

Involvement of subcontractor's team (list their names and roles on the reference project):

**ATTACHMENT 3
WAIVER AND RELEASE FOR DISTRICT VEHICLE OCCUPANCY
FOR
REQUEST FOR BIDS #25-4714
CIRCLE B BAR RESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
POLK COUNTY, FLORIDA**

The undersigned, and my heirs, assigns, representatives or successors, do hereby voluntarily release and discharge the Southwest Florida Water Management District, its officers, employees, agents, successors, or assigns from any and all claims, losses, damages, or causes of action of any nature whatsoever, and agree to indemnify and hold harmless the Southwest Florida Water Management District, its officers, employees, agents, successors, or assigns from any claim whatsoever, on account of any injury, death, or damage whether directly or indirectly caused by an act, action, neglect or omission of the undersigned arising from the use, operation or occupancy of a Southwest Florida Water Management District watercraft or motor vehicle.

Company Name: _____

Printed Name: _____

Title: _____

Signature: _____ Date: _____

ATTACHMENT 4
AFFIDAVIT OF BIDDER PERFORMED SITE VISIT
FOR
REQUEST FOR BIDS #25-4714
CIRCLE B BAR RESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
POLK COUNTY, FLORIDA

This form must be completed by an officer or representative of the bidder and provided with the bidder's bid submission if the bidder did not attend and sign-in on the Pre-Bid Conference and Site Visit sign-in sheet at the District's scheduled Site Visit.

The bidder identified below performed a site visit of the RFB 25-4714 Circle B Bar Reserve FDOT Mitigation Site - Invasive Plant Control Services, Polk County, Florida Project site via airboat.

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

Date of Site Visit: _____

Bidder Company Name: _____

Authorized Representative/Officer's Printed Name: _____

Authorized Representative/Officer's Title: _____

Signature: _____ Date: _____

**ATTACHMENT 5
CERTIFICATION CLEAN AIR ACT/CLEAN WATER ACT
FOR
REQUEST FOR BIDS #25-4714
CIRCLE B BAR RESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
POLK COUNTY, FLORIDA**

On behalf of _____ (bidder), I certify that bidder is not on the EPA *Excluded Parties List System* concerning the Clean Air Act (CAA) or the Clean Water Act (CWA). I further certify:

- 1) Bidder will not use any facility on the *Excluded Parties List System* in the performance of any non-exempt contract, grant or loan for the duration of time that the facility remains on the List.
- 2) Bidder will notify the District if the bidder intends to use a facility in the performance of the contract, grant, or loan that has been recommended to be placed on the *Excluded Parties List System*.
- 3) In the performance of the contract, grant or loan, Bidder will comply with all requirements of the CAA and the CWA, including the requirements of section 114 of the CAA and section 308 of the CWA, and all applicable clean air standards and clean water standards, See Federal Acquisition Regulations, 2 CFR 180; 2 CFR 1532, Subpart J, 48 CFR Part 9, Subpart 9.4.

By: _____
Authorized Signatory Date

Name: _____

Title: _____

**ATTACHMENT 6
SAMPLE AGREEMENT
FOR
REQUEST FOR BIDS #25-4714
CIRCLE B BAR RESERVE FDOT MITIGATION SITE -
INVASIVE PLANT CONTROL SERVICES
POLK COUNTY, FLORIDA**

AGREEMENT NO. 25CN0004714

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
CIRCLE B BAR RESERVE FDOT MITIGATION SITE –
INVASIVE PLANT CONTROL SERVICES
POLK COUNTY, FLORIDA

This Agreement is made and entered into by and between the Southwest Florida Water Management District, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "District" and _____, a private corporation, whose address is _____, hereinafter referred to as the "Contractor."

WITNESSETH:

Whereas, the District desires to engage the Contractor to perform all work required for Circle B Bar Reserve FDOT Mitigation Site - Invasive Plant Control Services Polk County, Florida, hereinafter referred to as the "Project"; and

Whereas, the Contractor represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to provide the desired services to the District; and

Whereas, the District and the Contractor have agreed on the type and extent of services to be rendered by the Contractor and the amount and method of compensation to be paid by the District for services rendered.

Now therefore, the District and the Contractor, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR.

The Contractor will perform as an independent contractor and not as an employee, representative or agent of the District.

2. PROJECT MANAGER AND NOTICES.

Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers will assist with Project coordination and will be each party's prime contact person. Notices will be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt. Other documents may also be sent via Email if authorized in writing by the District's Project Manager.

Project Manager for the District:
Alex Baig
2379 Broad Street
Brooksville, Florida 34604
(813) 278-1646
alex.baig@watermatters.org

Project Manager for the Contractor:

[Name]
[Address]
[City, State, Zip Code]
[Phone]
[Email]

Any changes to the above representatives or addresses must be provided to the other party in writing.

3. EFFECTIVE DATE, TERM.

Agreement will be effective upon execution by both parties and shall remain in effect through March 31, 2026, with the option for four additional one-year extension periods commencing April 1st of each subsequent year, upon the mutual written agreement of both parties. Services for the first year will commence upon written Notice to Proceed by the District.

4. COMPENSATION.

Payment shall be authorized to the Contractor through a written Purchase Order on a Unit Price basis, in accordance with the Bid Response Form or as otherwise stated herein.

Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of chapter 218, Florida Statutes, upon receipt of a proper invoice as defined in Subparagraph 4.2. Invoices will be submitted monthly by the Contractor to the District electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

In addition to sending an original invoice to the District's Accounts Payable Section as required above, copies of invoices may also be submitted to the District's Project Manager in order to expedite the review process.

- 4.1 The District's performance and payment obligations pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each Fiscal Year of this Agreement.
- 4.2 All invoices must include the following information: (1) Contractor's name, address and phone number (include remit address, if different than principal address in the introductory paragraph of this Agreement); (2) Contractor's invoice number and date of invoice; (3) District Agreement number; (4) Dates of service; (5) Contractor's Project Manager; (6) District's Project Manager; (7) Supporting documentation necessary to satisfy auditing purposes, for cost and project completion; and (8) Progress Report with the Contractor's Project Manager's assessment of the Project's actual progress as compared to the Progress Schedule. Invoices that do not conform with this paragraph will not be considered a proper invoice. Disputes will be resolved in accordance with the District's dispute resolution procedure.
- 4.3 If an invoice does not meet the requirements of this Agreement, the District's Project Manager, after consultation with his or her Bureau Chief, will notify the Contractor in writing that the invoice is improper and indicate what corrective action on the part of the Contractor is needed to make the invoice proper. If a corrected invoice is provided to the District that

meets the requirements of the Agreement, the invoice will be paid within ten business days after the date the corrected invoice is received by the District.

- 4.4 In the event any dispute or disagreement arises during the course of the Project, including those concerning whether a deliverable should be approved by the District, the Contractor will continue to perform the Project work in accordance with the District's instructions and may claim additional compensation. The Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute with a request for additional information, additional compensation, or schedule adjustment, as appropriate, to the District's Project Manager no later than ten days after the precipitating event. If not resolved by the Project Manager, in consultation with his or her Bureau Chief, the dispute will be forwarded to the Division Director. If not resolved by the Division Director, the dispute will be forwarded to the Assistant Executive Director. The Assistant Executive Director in consultation with the District's Office of General Counsel will issue a final determination. The Contractor will proceed with the Project in accordance with the District's determination; however, such continuation of work will not waive the Contractor's position regarding the matter in dispute. No Project work will be delayed or postponed pending resolution of any disputes or disagreements.
- 4.5 By October 5th of each year of the Agreement, the Contractor must provide the following documentation to the District for all services performed through September 30th: i) invoices for completed, accepted and billable tasks, ii) an estimate of the dollar value of services performed, but not yet billable.
- 4.6 Each Contractor invoice must include the following certification, and the Contractor hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for payment, as represented in this invoice, are directly related to the performance under the Circle B Bar Reserve FDOT Mitigation Site - Invasive Plant Control Services, Polk County, Florida Agreement between the Southwest Florida Water Management District and _____ (Agreement 25CN0004714), are allowable, allocable, properly documented, and are in accordance with the approved project budget."

- 4.7 The District may, in addition to other remedies available at law or equity, retain such monies from amounts due to the Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the District. The District may set off any liability or other obligation of the Contractor or its affiliates to the District against any payments due the Contractor under any contract with the District. The District reserves the right to withhold payment until samples, shop drawings, Architect's certificates, additional bonds, or any other things required by this Agreement have been submitted to the satisfaction of the District's Project Manager.

5. PROJECT WORK.

The Contractor, upon written notice to proceed from the District, agrees to furnish all equipment, tools, materials, labor and all other things necessary to complete the Project, and perform in accordance with the terms and conditions of this Agreement.

Time is of the essence in the performance of each obligation under this Agreement. Any changes to this Scope of Work and associated costs, except as provided in this Agreement, must be mutually agreed to in a formal written amendment signed by both parties prior to being performed by the Contractor, subject to the provisions of Paragraph 4, Compensation.

6. PROJECT TEAM MEMBERS AND SUBCONTRACTORS.

- 6.1 The District recognizes the expertise of the Project team members of the Contractor and, if applicable, any subcontractors. Both parties further agree that any change to the Contractor's and/or subcontractor's Project team (including Project Managers, Field Supervisors, and License Holders) requires prior written approval from the District.
- 6.2 The District and the Contractor hereby recognize the following subcontractor(s) to be utilized by the Contractor in the execution of this Project work: _____. Any change of the subcontractors listed above requires prior written approval from the District. Any addition of a subcontractor requires prior written approval from the District. All subcontractors must comply with all applicable provisions of this Agreement including but not limited to the following before performing any work on this Project: Licensing, Insurance Requirements, Business Registration in the State of Florida, and E-Verify.
- 6.3 No acceptance or approval by the District of any subcontractor, supplier or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the District to reject defective work or shall create any District liability for the acts or omissions of these individuals or entities.

7. PROJECT MANAGEMENT DOCUMENT ISSUANCE AND AUTHORITY.

- 7.1 Notice to Proceed. This notice pertains to mobilization and construction. Under no circumstances will this notice be issued until all necessary permits are obtained.
 - 7.1.1 Any costs, direct or indirect, arising out of or resulting from a delay in the Notice to Proceed, will be the responsibility of the Contractor. Claims by the Contractor for additional compensation related to a delay in a Notice to Proceed will not be considered or accepted by the District. The Contractor's sole remedy is an extension of time to complete the Project to account for any such delay.
 - 7.1.2 Except in an emergency endangering life or property, no extra work or change will be made unless in compliance with a written Change Order issued by the District's Project Manager in advance of such work, and no claim for an addition to the compensation will be valid unless so ordered. Correction of faulty or inadequate design by the Contractor is not grounds for the initiation of a Change Order and the Contractor agrees to remedy such flaws at its own expense.
 - 7.1.3 The District may order extra work or request changes by altering, adding to, or deducting from the original Scope of Work via written Amendment agreed to by both parties. The compensation shall be adjusted accordingly. When requested by the District's Project Manager, the Contractor will submit a Change Proposal for District-desired changes in the work within ten business days after receipt of the request. The proposal will include an itemized breakdown for labor, materials, equipment and the time considerations for completing the change together with such other information as the District may reasonably require. All such work will be executed under the conditions of the original Agreement except that any claim for an extension of time caused thereby will be considered at the time of ordering such change.

8. PROJECT RECORDS AND DOCUMENTS.

The Contractor, upon request, will permit the District to examine or audit all Project related records and documents during or following completion of the Project at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Contractor under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Contractor will maintain all such records and documents for at least five years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the five years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Contractor and any subcontractors understand and will comply with their duty, pursuant to section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

8.1 Each party shall allow public access to Project documents and materials made or received by either party in accordance with the Public Records Act, chapter 119, Florida Statutes. To the extent required by section 119.0701, Florida Statutes, the Contractor shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, 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 by law; (3) ensure that 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 of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the District; and (4) upon completion of this Agreement, 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 service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

8.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-205-8482, by email at RecordsCustodian@swfwmd.state.fl.us, or at the following mailing address:**

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the Contractor in writing.

8.3 If, as part of its performance of this Agreement, the Contractor holds, comes into possession of, distributes, generates, and/or creates lawful copies in any media of security or fire safety system plans, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, or other structure owned or operated by the District, which pursuant to section 119.071(3), Florida Statutes are confidential and/or exempt from the inspection, examination and duplication of public records provisions of chapter 119, Florida Statutes, and Subsection 24(a), Article I of the State Constitution (singularly or collectively, and inclusive of any copies made in any media by or through the Contractor, the "Exempt & Confidential Documents"), then the Contractor agrees to:

8.3.1 maintain the exempt and/or confidential status of said Exempt & Confidential Documents for so long as they are in the Contractor's possession; and

8.3.2 only disclose that portion of the Exempt & Confidential Documents as is necessary to those architects, engineers, or contractors who (i) are performing work on or related to the building or other structure at issue and (ii) agree in writing to maintain the exempt status of the Exempt Plans; and

8.3.3 return to the District as part of the Contractor's final payment invoice (request for final payment), all Exempt & Confidential Documents in the possession of the Contractor (or in the possession of others by or through the Contractor) and certify in writing that all such Exempt & Confidential Documents in the possession of the Contractor (or in the possession of others by or through the Contractor) have either been so returned or destroyed. The presence of such returned documents and the Contractor's written certification shall be an additional express condition precedent to the Contractor's final payment invoice being considered a proper payment request or invoice; and

8.3.4 include the requirements of this provision in every subcontract of any tier arising out of or related to this Agreement.

8.4 This provision shall survive the termination or expiration of this Agreement.

9. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with District funds or developed in connection with this Agreement will be and will remain the property of the District.

10. REPORTS.

The Contractor will provide the District with any and all reports, models, studies, maps, or other documents resulting from the Project at no cost to the District.

11. INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the Contractor's performance under this Agreement. This provision shall survive the termination or expiration of this Agreement.

12. INSURANCE REQUIREMENTS.

The Contractor must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and will not commence work under this Agreement until the District has received an acceptable certificate of insurance showing evidence of such coverage.

- 12.1 COI. Certificates of insurance issued by the Vendor under this Agreement shall name the Southwest Florida Water Management District as certificate holder and place the following information in the description of operations section:

Southwest Florida Water Management District is an Additional Insured in regards to the liability policies as per the Agreement.
Agreement No. 25CN0004714 Circle B Bar Reserve FDOT Mitigation Site - Invasive Plant Control Services
Project Manager – Alex Baig

- 12.2 Additional Insured. The District and its employees, agents, and officers shall be an Additional Insured in regards to all liability policies with exception of Professional Liability and Worker's Compensation. The vendor shall demonstrate by listing the District as an additional insured in the Additional Insured Column and the Description of Operations section of the certificate of insurance (or other proof acceptable to the District).
- 12.3 Waivers of Subrogation. Any waiver of subrogation shall extend to the District's favor. The vendor shall demonstrate such waiver by delivery of the applicable endorsement and check the Subrogation Waived column (or other proof acceptable to the District) to the District's Project Manager concurrent with delivery of its signature on this Agreement.
- 12.4 Notice of Cancellation. The Contractor must notify the District in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the District with a minimum of 30 days' notice prior to any modifications or cancellation of policies, with 10 days' notice of cancellation due to non-payment of premium.
- 12.5 The Contractor must obtain certificates of insurance from any subcontractor otherwise the Contractor must provide evidence satisfactory to the District that coverage is afforded to the subcontractor by the Contractor's insurance policies.
- 12.6 Required Coverage. Vendor shall maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida:

- 12.6.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, and with no water exclusion; with the following coverage of not less than:
- \$1,000,000 per occurrence / \$2,000,000 aggregate
- 12.6.2 Auto liability insurance with the following coverage of not less than:
- Combined Single Limit of \$500,000
- 12.6.3 Workers' compensation insurance in accordance with chapter 440, Florida Statutes and federal statutes, if applicable. If the Contractor hires or leases employees through a third-party arrangement, the District must have a certificate of workers' compensation coverage evidencing coverage for the Contractor from the third party. If the Contractor does not carry workers' compensation coverage, the Contractor must submit to the District both an affidavit stating that the Contractor meets the requirements of an independent contractor as stated in chapter 440, Florida Statutes, and a certificate of exemption from workers' compensation coverage.
- 12.6.4 Employers Liability with minimum limits of \$500,000 each accident/\$500,000 by employee/\$500,000 policy limit must be maintained. Such policies shall cover all employees engaged in any work under the Agreement.
- 12.6.5 Pollution Liability coverage of not less than:
- \$1,000,000 each claim/\$2,000,000 aggregate.
- 12.6.6 Watercraft liability with the following coverage of not less than:
- \$1,000,000 per occurrence/\$2,000,000 aggregate
- 12.6.7 If the Contractor utilizes Unmanned Aircraft Systems (UAS):
- Unmanned Aircraft Systems (UAS) Liability coverage of not less than:
- \$1,000,000 each occurrence/\$2,000,000 aggregate.

13. BONDING REQUIREMENTS.

Bonding Requirements are not applicable to this Agreement.

14. TERMINATION WITHOUT CAUSE.

Upon seven days written notice to the Contractor, the District may, without cause and without prejudice to any other right or remedy of the District, terminate this Agreement. In such case, the Contractor shall be paid for completed and acceptable work executed in accordance with this Agreement prior to the effective date of termination. The foregoing shall be the Contractor's sole and exclusive compensation in the event of termination of this Agreement by the District without cause, and the Contractor shall have no claim for demobilization, cancellation or termination charges, lost profits or other compensation for work not performed.

15. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party will provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement will automatically terminate. The parties agree that this Agreement is an executory contract. If, after termination by the District, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the District pursuant to Paragraph 12, Termination Without Cause. In addition to the above, the District may terminate this Agreement in accordance with Paragraph 11 of Exhibit "A."

16. RELEASE OF INFORMATION.

The Contractor agrees not to initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the District's Project Manager and Public Affairs Bureau Chief no later than three business days prior to the interview or press release.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, the Contractor may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the District. If the Contractor assigns its rights or delegates its obligations under this Agreement without the District's prior written consent, the District is entitled to terminate this Agreement. If the District terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the District's claim for damages.

18. LAW COMPLIANCE.

The Contractor will abide by and assist the District in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status, or national origin.

19. EMPLOYMENT ELIGIBILITY VERIFICATION.

In accordance with section 448.095, Florida Statutes, the Contractor, before entering into a contract with the District, agrees with the following: (i) it will be registered with and use the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees, (ii) that during the year prior to making its submission or entering into a contract with the District, no contract of the Contractor was terminated by a public employer in compliance with section 448.095, Florida Statutes, and (iii) it is and shall remain in compliance with sections 448.09 and 448.095, Florida Statutes, including securing and maintaining subcontractor affidavits as required by section 448.095(2)(b), Florida Statutes. Upon good faith belief that the Contractor or its subcontractors of any tier have knowingly violated Sections 448.09(1) or 448.095(2), Florida Statutes, the District shall terminate (or order the termination of) their contract. The Contractor shall be liable for any additional cost incurred by the District as a result of its termination. The District's receipt of proof that the Contractor and each subcontractor performing through the Contractor are E-Verify system participants is a condition precedent to any District contract. Information on how to obtain proof of participation, register for

and use the E-Verify system may be obtained via U.S. Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

20. VENUE AND APPLICABLE LAW.

All claims, counterclaims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach of it will be decided in accordance with the laws of the State of Florida and by a court of competent jurisdiction within the State of Florida and Venue will lie exclusively in the County of Hillsborough. This provision shall survive the termination or expiration of this Agreement.

21. REMEDIES.

Unless specifically waived by the District, the Contractor's failure to timely comply with any obligation in this Agreement will be deemed a breach of this Agreement and the expenses and costs incurred by the District, including attorneys' fees and costs and attorneys' fees and costs on appeal, due to said breach will be borne by the Contractor. Additionally, the District will not be limited by the above but may avail itself of any and all remedies under Florida law for any breach of this Agreement. The District's waiver of any of the Contractor's obligations will not be construed as the District's waiver of any other obligations of the Contractor. This provision shall survive the termination or expiration of this Agreement.

22. ATTORNEY FEES.

Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under section 768.28, Florida Statutes. This provision does not constitute a waiver of the District's sovereign immunity or extend the District's liability beyond the limits established in section 768.28, Florida Statutes. This provision shall survive the termination or expiration of this Agreement.

23. SUBCONTRACTORS.

Nothing in this Agreement will be construed to create or be implied to create any relationship between the District and any subcontractor of the Contractor.

24. DISADVANTAGED BUSINESS ENTERPRISES.

The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement.

25. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement will be construed to benefit any person or entity not a party to this Agreement.

26. PUBLIC ENTITY CRIMES.

Pursuant to sections 287.133(2) and (3), Florida Statutes, 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, 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, the Contractor warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The Contractor further agrees to notify the District if placement on either of these lists occurs.

27. SCRUTINIZED COMPANIES.

Pursuant to section 287.135, Florida Statutes, a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of one million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sector List or be engaged in business operations in Cuba or Syria. The Vendor/Contractor certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The Vendor/Contractor agrees to notify the District if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The District may immediately terminate this Agreement at its option if the Vendor/Contractor is found to have submitted a false certification, is placed on the Scrutinized Companies with Activities in Sudan List, engages in business operations in Cuba or Syria, or is placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.

28. NO COERCION FOR LABOR OR SERVICES.

In accordance with section 787.06, Florida Statutes, by executing, renewing, or extending a contract with the District, Contractor affirms and shall provide the District with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services.

29. ENTIRE AGREEMENT.

This Agreement and the attached exhibits listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only by a written amendment signed by Contractor and the District through their respective authorized representatives as stated herein.

30. DOCUMENTS.

The following documents are attached or incorporated herein by reference and made a part of this Agreement. In the event of a conflict of contract terminology, priority will first be given to the language in the body of this Agreement, then to the documents as listed in order below:

Exhibit "A" – Special Project Terms and Conditions
District's Request for Bids 25-4714 including all Addenda
Figure 1 – DEP Generic Permit 62-21.300(8)(e)
Figure 2 – NPDES Treatment Report Form
Figure 3 – NPDES Surveillance Inspection Report Form
Figure 4 – NPDES 24 Hour Adverse Incident Report Form
Figure 5 – NPDES 30 Day Adverse Incident Report Form
Figure 6 – Sprayer Calibration/Maintenance Documentation Form
Figure 7 – Treatment Progress Report Form
Figure 8 – Circle B Bar Reserve FDOT Mitigation Parcel Invasive Plant Mapping Fall 2024
Figure 9 – Circle B Bar Reserve FDOT Mitigation Site Map
Figure 10 – Circle B Bar Reserve Pre-Bid and Treatment Location Map
Figure 11 – Circle B Bar Reserve Treatment Area Shape Files
Figure 12 – UAS Rules and Regulations of Florida 01-30-2024
Figure 13 – Guidelines and Specifications for the Operation of UAS 02-16-2018
Figure 14 – SWFWMD Checklist for the Operation of UAS 02-16-2018
Contractor's Response to RFB 25-4714

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

By: _____ Date
Name: _____
Title: _____
Authorized Signatory

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
CIRCLE B BAR RESERVE FDOT MITIGATION SITE –
INVASIVE PLANT CONTROL SERVICES
POLK COUNTY, FLORIDA

EXHIBIT "A"

SPECIAL PROJECT TERMS AND CONDITIONS

1. The Contractor, by thorough examination, will satisfy itself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect work on the Project.
2. All persons entering the Project area on behalf of the Contractor will adhere to posted speed limits and traffic patterns.
3. Foul/offensive language will not be permitted; harassment of any type will not be permitted.
4. The Contractor is responsible for all safety aspects of the job and his employees, including all lower tier subcontractors on the job site. The Contractor and all subcontractors must comply with Occupational Safety and Health Administration (OSHA) standards at all times. The Contractor must exercise safe practices at all times for the protection of all persons and property. Roadways, walkways, and work areas must remain clean and unobstructed at all times.
 - 4.1 All construction employees must be suitably dressed for protection against injury.
5. The Contractor will at all times protect its work from damage and will protect the District's property against injury or loss arising in connection with this Project. The Contractor will correct any such damage, injury or loss except such as may be directly due to errors caused by the employees of the District. The Contractor will protect and maintain all passageways, guard fences, lights and other facilities for safety protection required by any public authority or local conditions. The Contractor will, at all times, protect public and privately owned property in and around the Project site, structures, utilities, and work of any kind against damage or interruption of service which may result from the operations of the Contractor. Damage or interruption to service resulting from the Contractor's failure to provide such protection will be promptly repaired or restored at the sole expense of the Contractor.
6. In the case of termination of the Agreement before Project completion, for any cause whatever, the Contractor notified to do so by the District, will promptly remove any part or all of his equipment and supplies from the Project site. If the Contractor fails to do so, the District will have the right to remove such equipment and supplies at the expense of the Contractor.
7. The Contractor is as fully responsible to the District for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by the subcontractors, as the Contractor is for the acts and omissions, or persons directly employed by Contractor. Prior to commencing work, the Contractor will provide the District with a photocopy of all required licenses and photocopies of licenses for all of its subcontractors. Nothing contained in this Agreement will be construed to create any contractual relation between any subcontractors and the District.
8. If the Contractor is delayed at any time, in the progress of the work by an act of neglect of the District, its employees, agents or consultants, or by changes ordered by the District or by strikes, lockouts, fire, unavoidable casualties or any other causes beyond the Contractor's control, then the time of completion will be extended for such reasonable time as the District's Project Manager may decide. This is the Contractor's sole remedy for the delays set forth in this paragraph.

ATTACHMENT 1
AFFIDAVIT

Statement Under Section 787.06(13), Florida Statutes
No Coercion for Labor or Services

Pursuant to section 787.06(13), Florida Statutes, this form must be completed by an officer or representative of the nongovernmental entity executing, renewing, or extending a contract with a governmental entity.

The entity identified below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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

Entity Name: _____

Authorized Representative/Officer's Printed Name: _____

Authorized Representative/Officer's Title: _____

Signature: _____ Date: _____