



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS (RFB) 1902
HÁLPATA TASTANAKI PRESERVE GROUND COVER RESTORATION PROJECT**

**SUBMIT BID RESPONSES TO: PROCUREMENT OFFICE, BUILDING #4
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899**

**DISTRICT CONTACT PERSON: CHRISTY AULICINO
EMAIL: christy.aulicino@watermatters.org
TELEPHONE: (352) 796-7211 EXT. 4132; FAX: (352) 754-3497**

POSTED: March 1, 2019

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders for Services and Materials required for the Hálpata Tastanaki Preserve Ground Cover Restoration Project in Marion County, Florida. These services and materials are more specifically described in this Request for Bids (RFB). The successful bidder, hereinafter Contractor, will deliver the required services and materials and render the required goods/services F.O.B. destination point at the Hálpata Tastanaki Preserve, Marion County, Florida.

MANDATORY PRE-BID CONFERENCE AND SITE VISIT

Pre-Bid Conference

March 12, 2019 at 10:00 a.m. Eastern time
Ross Prairie Campground
10660 SW State Road 200
Dunnellon, FL 34422

From State Road 200 turn east at the sign reading "Ross Prairie State Forest Trailhead".
Follow the paved trail north and east to the parking area near Holly Hammock Trail
Approximate Latitude and Longitude Coordinates: 29.038052, -82.296284

Site Visit

March 12, 2019 at 11:30 a.m. Eastern time
Hálpata Tastanaki Preserve

Meet at the gate at State Road 200 approximately 11.25 miles SW of Ocala
(across SR 200 and less than 0.1 of a mile northeast of the entrance
to the Spruce Creek Preserve development located at 11376 SW 136th Place)
Approximate Latitude and Longitude Coordinates: 29.028123; -82.31056
Dunnellon, FL 34431
(352) 796-7211 Ext. 4132

All interested parties are required to be represented at the MANDATORY Pre-Bid Conference and the MANDATORY Site Visit. The Pre-Bid Conference and Site Visit Location map is attached as Figure 1. The purpose of this Conference is to allow potential bidders an opportunity to present questions to staff and obtain clarification of the requirements of the bid document and to view the Hálpata Tastanaki Preserve Ground Cover Restoration Project site. Because the District considers such a Conference and Site Visit to be critical to understanding the bid requirements, representation at the Pre-Bid Conference and the Site Visit is MANDATORY to qualify as a bidder. Minutes of the Conference and Site Visit will not be created.

A MANDATORY Site Visit at Hálpata Tastanaki Preserve will follow the Pre-Bid Conference. It is strongly recommended that attendees use 4x4 vehicles to access the Project site.

Attendance at the Pre-Bid Conference and Site Visit is MANDATORY, however, if a bidder wishes to return to the site at a later date, the Hálpata Tastanaki Preserve Project site is on public property and can be accessed at any time. Interested parties must contact the Procurement Office, (352) 796-7211, ext. 4132, prior to their planned visit date to obtain the gate code.

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REQUEST FOR BIDS NO. 1902
HÁLPATA TASTANAKI PRESERVE GROUND COVER RESTORATION PROJECT**

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REFERENCE DOCUMENTS

- Marion County Soil Survey (1979) - https://www.nrcs.usda.gov/Internet/FSE_MANUSCRIPTS/florida/FL608/0/Marion.pdf
- Freeman, Johanna E., Kent Willeges, Amber G. Gardner, and Erin H. Leone. 2017. Plant functional group composition on restored longleaf pine-wiregrass savannas with a history of intensive agriculture. *Natural Areas Journal* vol. 37, no. 4. Pp. 434-455.
- USDA Forest Service/National Seed Laboratory: https://www.fs.usda.gov/nsi/nsi_seedtesting.html
- Florida Fish and Wildlife Conservation Commission. 2010. Groundcover restoration implementation guidebook. <http://myfwc.com/media/410620/GCRImplementationGuidebookOct2010.pdf>

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PART I - INTRODUCTION

- 1.1 INTERNET AVAILABILITY.** District solicitations, changes, delays, addenda, and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com. Persons/firms receiving solicitations from the District's Internet website are responsible to recheck the website for any changes or addenda.
- 1.2 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate on 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 and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4703; or email 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).
- 1.3 CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the address set forth in the heading of this RFB, and to the bidder at the address stated on the Bid Response Form.
- 1.4 QUESTIONS.** All questions should be presented in writing to christy.aulicino@watermatters.org, the address as stated in Section 1.3, Correspondence, or faxed, followed by a written confirmation, to Procurement at 352-754-3497 for receipt no later than March 14, 2019. Inquiries must reference the date of bid opening, and bid title and number. Bidders are responsible to check the websites listed in Section 1.1, Internet Availability for the District's responses to the questions presented.
- 1.5 BID RECEIPT AND OPENING.** One (1) signed original, three (3) copies and one (1) USB flash drive containing an exact electronic Adobe™ Portable Document Format File (.PDF) of the Bid Response Form and required response documents must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **March 26, 2019 at 2:00 p.m.** Eastern time. Bids that are not received in a timely manner by this specific office will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Bids will be opened immediately after this date and time, and will remain binding upon the bidder for a period of 90 days thereafter.
- 1.6 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 Section 1.1, Internet Availability. Persons/firms receiving the RFB from the District's Internet website are responsible to recheck the website for any changes or addenda related to this RFB.
- 1.7 CANCELLATION.** The District reserves the right to cancel the RFB prior to bid opening and will give notice of cancellation by posting a notice on the District's website. Additionally, the District reserves the right to reject all bids, cancel the RFB, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the District's website and sent to all bidders. No bidders 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. Bidders are responsible for all costs associated with the preparation of its bid.
- 1.8 BID WITHDRAWAL.** Bids may only be withdrawn prior to the date and time set forth in Section 1.5, Bid Receipt and Opening above if the District receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.9 BID SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.
- 1.10 SEALED BIDS.** The Bid Response Form **must** be submitted in a sealed envelope. The bid number, bid name, and date and time of the bid opening **must** be on the face of the envelope in the lower left-hand corner. If bids are sent via Express Mail, all bid documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the outer envelope.

- 1.11 LUMP SUM PRICE BID.** The lump sum price bid(s) must be written on the Bid Response Form, and include the bid breakouts where indicated. The bid prices 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 prices written in words and the prices written in figures, the former will govern.
- 1.12 OPTIONAL ALTERNATIVE BID PROPOSALS.** N/A
- 1.13 REJECTION OF BID.** The District reserves the right to reject any and all bids or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscure or which contain 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.
- 1.14 RESPONSIVE/RESPONSIBLE.** In order to be deemed responsive, at the time of submitting a bid response, the District requires that the bidder and its Key Subcontractors be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to list all Key Subcontractors as required in Attachment 2 will be rejected as non-responsive. Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, Bid Response may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsive. 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 bid, to require a bidder and its subcontractors to submit such evidence of their 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 on the part of the bidder will in no way relieve responsibility. Bidders must verify the qualifications and performance record of any and all proposed subcontractors to ensure acceptability.
- 1.15 REFERENCES.** The bidder must provide at least three (3) references who can verify bidder's qualifications and past performance record on projects of similar scope, as may be more specifically described in Attachment 2.
- 1.16 LISTING OF SUBCONTRACTORS.** The bidder must provide a list of its proposed Key Subcontractors with its bid response as required in Attachment 2. If requested by the District, the bidder must provide an experience statement with pertinent information as to similar projects and other evidence of qualifications for each Key Subcontractor within the time prescribed by the District. If a Key Subcontractor does not meet the requirements of this RFB as determined by the District, the District may 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 substitution, the contract will not be awarded to such bidder. Work to be performed by a Key Subcontractor may not be subcontracted to another entity.
- 1.17 BID TABULATION AND NOTICE OF AWARD.** Bid recaps (listing the names of bidders who responded to this RFB) will be posted for review by interested parties on the District's Procurement Website, <http://www.watermatters.org/procurement>, and www.demandstar.com. The names of bidders and their prices (bid tabulations) will be announced at the public opening and will be available upon request to christy.aulicino@watermatters.org, in accordance with Section 255.0518, F.S. Bid recaps and bid tabulations will not be provided by telephone or fax. Pursuant to Section 119.071(1) (b), F.S., all bids submitted will be subject to review as public records thirty (30) days from bid opening or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty day period.

The District will award the contract in accordance with Section 4.1, Basis for Award of Contract.

- 1.17.1** The Notice of Intent to Award will be posted on the District's web site <http://www.watermatters.org/procurement>, at <http://www.demandstar.com/> and 2379 Broad Street, Building No. 4 Lobby, Brooksville, Florida 34604-6899.
- 1.17.2** Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment.
- 1.18 BID PROTESTS.** Any bidder who protests the bid specifications or Award or Intent to Award, must file with the District a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S.

- 1.19 EXECUTION OF CONTRACT.** By submitting a bid, bidder agrees to all the terms and conditions of this RFB and those included in the Sample Agreement attached as Attachment 8. Any changes offered by a bidder in a bid 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 Sample Agreement, the bidder must submit its request under the procedure set forth in Section 1.4, Questions. The Contractor must submit a Performance, Payment and Guaranty Bond, Certificate of Insurance, Progress Schedule and Schedule of Values to the District within ten (10) days from notice that the Contractor has been awarded the contract. Upon approval, the District will incorporate any contingency funds allocated for this Project, the Progress Schedule and Schedule of Values into the Agreement. The Contractor will mobilize and commence Project work within ten (10) business days from the date indicated on the "Notice to Proceed" from the District.
- 1.20 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 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. If applicable, the Contractor agrees to comply with the Consultants' Competitive Negotiation Act, Section 287.055, F.S., in the procurement of professional services required for the work.

PART II - GENERAL CONDITIONS

2.1 DEFINITIONS

- 2.1.1 Affidavit:** The instrument which is to be signed by the Contractor and submitted to the District upon completion of the job, showing that all bills have been paid.
- 2.1.2 Agreement:** A properly executed, binding written contract containing terms, conditions, and obligations governing the relationship between the District and the Contractor (Sample is 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 Bidder:** Any person who submits a bid for the Project described in this RFB.
- 2.1.5 Contractor:** The person/firm whose bid is accepted by the District, and who will thereafter enter into a formal contract with the District to do the work as bid upon.
- 2.1.6 Contract Documents:** They will consist of the following items, including all modifications thereto incorporated into them before their execution: RFB, Contract, Referenced Documents and all documents identified in Section 1.19, Execution of Contract, including all reference documents.
- 2.1.7 District:** The Southwest Florida Water Management District, Brooksville, Florida. Also referred to as Owner.
- 2.1.8 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 an assistant duly authorized in writing. The District's Project Manager for this Project is Cyndi Gates, Operations and Land Management Bureau.
- 2.1.9 Engineer:** N/A
- 2.1.10 Inspector:** N/A
- 2.1.11 Notice of Intent to Award:** The official letter from the District announcing the successful bidder. Neither this award nor the response constitutes a contract with the District.
- 2.1.12 Notice to Proceed:** The official letter from the District to the Contractor notifying the company that the contract has been executed and to proceed with the construction.
- 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:** N/A

- 2.1.15 Principal:** When used in the Contract Bond, the word "Principal" means the same as the word "Contractor."
- 2.1.16 Scope of Work:** The specific work, improvement, or job, to which these Contract Documents apply as described in this RFB.
- 2.1.17 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 in behalf of the Contractor; in a manner other than or in addition to furnishing materials, plants or equipment.
- 2.1.18 Substantial Completion:** Unless otherwise specified in this RFB, the work (or a specified part thereof) which has progressed to the point where, in the opinion of the District, it is sufficiently complete, in accordance with the contract documents, so that the work (or specified part) can be utilized for the purposes for which it is intended; or when the work is complete and ready for final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the work refer to Substantial Completion thereof.
- 2.1.19 Surety:** The corporation or individual, bound by the Contract Bond with and for the Contractor, and who is primarily liable and engages to be responsible for the Contractor's acceptable performance of the work for which the Agreement has been made, and for its payment of all debts pertaining thereto.
- 2.1.20 Verbiage:** The masculine pronoun will include the feminine and neuter and the singular will include the plural.
- 2.1.21 Work:** Includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the Project.
- 2.2 TERM.** The Agreement will be effective upon execution by both parties and will remain in effect for forty two months, or upon satisfactory completion of the Project and final payment to the Contractor whichever occurs first, unless amended in writing by the parties for the term specified in the resulting agreement, unless terminated, or as amended in writing by the parties. Final completion shall be no more than three (3) months from Substantial Completion.
- 2.3 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Contractor in accordance with Florida and federal law.
- 2.4 RETAINAGE.** The District will hold back a retainage of ten percent (10%) of each invoice amount until the Project is fifty percent (50%) complete, thereafter, the District will hold back a retainage of five percent (5%) of each invoice amount. Retainage will not be held on permits, insurance, bond or utility charges. Retainage will be released by the District and the Contractor in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. Prior to the District's release of final payment, the Contractor must provide the District with a properly executed Affidavit stating that the Contractor has complied with the Local Government Prompt Payment Act with respect to all lower tier entities such as subcontractors, suppliers, etc., and that all taxes have been paid, a Final Release of Lien and a Consent of Surety to Final Payment. Sample forms are set forth in this RFB.
- 2.4.1** The District may, in addition to other remedies available at law or equity, retain such monies from amounts due 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, engineer's certificates, additional bonds, or any other things required by the Agreement have been submitted to the satisfaction of the District's Project Manager. Amounts withheld under this subsection will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.
- 2.5 OWNER DIRECT PURCHASES.** N/A
- 2.6 FUEL COST ADJUSTMENT.** N/A
- 2.7 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s) as determined by the District. If bids are based on equivalent products, indicate on the Bid Response Form the manufacturer's name and number. Bidder will submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to

literature submitted with a previous bid will not satisfy this provision. The bidder will explain in detail the reason(s) the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. Notwithstanding any provision in the Specifications, this provision solely governs the bidder's rights with respect to offering an approved equivalent.

- 2.8 PUBLIC RECORDS LAW.** See Attachment 8, Sample Agreement, Paragraph 6, Project Records and Documents.
- 2.9 PUBLIC ENTITY CRIMES.** Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, 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. The Contractor agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB), for all subcontracts or lower tier agreements executed to support the Contractor's work under the Agreement.
- 2.10 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Contractor, purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein. This Agreement in no way restricts or interferes with the right of any Florida State or political subdivision or other public entity to bid any or all of these items independently.
- 2.11 DISCRIMINATION.** Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. By submitting a bid, Contractor warrants that it is not currently on a discrimination vendor list and that it has not been placed on a convicted vendor list in the past 36 months. Contractor further agrees to notify the District if placement on either of these lists occurs. The Contractor agrees to include this provision in all subcontracts issued as a result of the Agreement.
- 2.12 EMPLOYMENT OF FLORIDA RESIDENTS.** In accordance with Section 255.099, F.S., Contractor must give preference to the employment of Florida residents in the performance of the work on this Project if Florida residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term substantially equal qualifications means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. Contractor must contact the Agency for Workforce Innovation (www.floridajobs.org) to post the Contractor's employment needs in Florida's job bank system. This Section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination amongst the citizens of the United States.
- 2.13 EMPLOYMENT ELIGIBILITY VERIFICATION.** The Contractor must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of Contractor employees performing work directly associated with the Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the Contractor uses subcontractors to furnish services directly associated with the Agreement, performed in the United States, in an amount greater than \$3,000, the Contractor must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- 2.14 SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, F.S., 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 \$1 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 Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this solicitation, the Bidder 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 the Bidder's bid.

2.15 LOBBYING PROHIBITION. Pursuant to Section 216.347, F.S., the Contractor is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

2.16 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 Section shall survive the expiration or termination of the Agreement.

2.17 INSURANCE. See Attachment 8, Sample Agreement, Paragraph 10, Insurance Requirements.

2.18 BONDING.

2.18.1 BID BOND. Bidders will furnish a bid bond, cash, cashier's check or certified check with the bid response in the amount equal to five percent (5%) of their LUMP SUM PRICE BID TOTAL as a guarantee that the awarded bidder will enter into an agreement with the District and furnish the required Performance Bond. (Sample is attached to this RFB).

2.18.1.1 After the bids have been compared, the District may, at its discretion, return the bid bonds accompanying such bids as in its judgment would not likely be considered in making the contract award. All other bid bonds will be held until the contract and performance bond have been executed.

2.18.2 PERFORMANCE, PAYMENT AND GUARANTY BOND. Prior to the District's execution of the Agreement, a Performance, Payment and Guaranty Bond that conforms with Section 255.05, F.S., will be required of the Contractor. (Sample is attached to this RFB).

2.18.2.1 The Performance, Payment, and Guaranty Bond must be for an amount not less than the total bid price. The bond must remain in full force and effect through the District's final acceptance of the work. The cost of this bond must be included in the lump sum price bid total on the Bid Response Form.

2.18.2.2 This Bond must be written through a surety company licensed to do business in the State of Florida that holds a Certificate of Authority as an acceptable surety on federal bonds (Department of Treasury's Listing of Approved Sureties, Department Circular 570).

2.18.2.3 In lieu of providing a Performance, Payment and Guaranty Bond, at the discretion of the District, a bidder may substitute either cash, in the required amount (payable to the District's cashier), a certified or bank cashier's check from a national or state bank made payable to the District in the required amount, or an irrevocable letter of credit in the required amount.

2.18.2.4 If the amount of the Agreement increases after award of the Project, the District agrees to pay the Contractor for any bond premium increase it incurs, at the rate of incursion, if such premium is reasonable, as determined by the District in its sole discretion. The District's payment obligation under this section is contingent upon the Contractor providing documentation evidencing said premium increase.

2.18.3 POWER OF ATTORNEY. Bid Bonds and Performance, Payment and Guaranty Bonds signed by an Attorney-in-Fact must be accompanied by a certified copy of such person's Power of Attorney to sign.

2.19 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.

2.20 TRENCH SAFETY ACT. N/A

2.21 VALUE ENGINEERING. N/A

2.22 DRAWINGS AND SPECIFICATIONS. N/A

2.23 FAILURE TO COMPLETE THE WORK ON TIME. 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 his want of knowledge of said contingent work as an excuse for delay in its work or for non-performance.

2.23.1 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.

2.23.2 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, lock-outs, 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 Section.

2.24 LIQUIDATED DAMAGES. N/A

2.25 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Contractor has, by careful examination, satisfied himself 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 he has investigated and correlated his observations with the requirements of this RFB and satisfied himself 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 he has satisfied himself 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 and all documents made a part of this RFB. Any failure by the Contractor to acquaint himself 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 the 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 Owner 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.

2.26 MATERIALS, APPLIANCES, EMPLOYEES. 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.

2.27 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 his 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.

2.28 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.

- 2.29 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 least maintenance costs.
- 2.30 GUARANTEE.** All equipment, materials and installation thereof which are furnished by the Contractor will be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage and other damages and failure under normal operation for a period of one year from the date of acceptance thereof by the District or such longer duration if required in the RFB, whichever is longer. Each item of equipment or materials and installation proving to be defective within the specified period of the guaranty will be replaced without cost to the District by the Contractor or by the Surety.
- 2.31 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 Lump Sum Price Bid submitted in response to this RFB.
- 2.32 PERMITS AND REGULATIONS.** The Contractor will be responsible to secure all necessary permits for the Project. The Contractor will keep copies of these permits at the construction site(s) throughout the construction period. The Contractor will be responsible for complying with all conditions of the aforementioned permits.
- 2.32.1** The Contractor will give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as specified. If the Contractor observes that the RFB is at variance therewith, the Contractor will promptly notify the District 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, it will bear all costs arising therefrom.
- 2.33 PROTECTION OF WORK AND PROPERTY.** The Contractor will continuously maintain adequate protection of all his work from damage and will protect the adjacent properties and all others from injury or loss arising in connection with the performance of the Project work. The Contractor will make good 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 passage ways, guard fences, lights and other facilities for safety protection required by public authority or local conditions.
- 2.33.1** 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 failure to do so will be repaired or restored at the expense of the Contractor.
- 2.34 CONSTRUCTION ACCESS.** Hálpata Tastanaki Preserve is public property, the Contractor must access the Hálpata Tastanaki Preserve Ground Cover Restoration Project site via the gate at State Road 200 approximately 11.25 miles SW of Ocala (across SR 200 and less than 0.1 of a mile northeast of the entrance to the Spruce Creek Preserve development located at 11376 SW 136th Place), Dunnellon, FL 34431 shown in Figure 2, General Site Locations Map. The approximate latitude and longitude coordinates of the gate are 29.027948; -82.310223.
- 2.35 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 of the RFB without written authorization of the District, nor will the presence or absence of an inspector relieve the Contractor from any requirements of the Agreement.
- 2.35.1** 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 will advise the District of the date fixed for 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.

- 2.36 RE-INSPECTION.** Following receipt of the Contractor's written notice that work is substantially complete, if some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing, the cost of such re-inspection, including the cost of time, travel and living expenses, shall be owed by the Contractor to the Owner. The amount of re-inspection will be deducted and retained out of the monies payable to the Contractor.
- 2.37 TESTS.** The District will have the right to require all materials to be submitted to test prior to incorporation into the work by an appropriately certified testing company. In some instances, it may be expedient to make these tests at the source of supply, and for this reason, it is requested that the Contractor furnish the District with information concerning the location of his source before incorporating material into the work. This does not in any way obligate the District to perform tests for acceptance of material and does not relieve the Contractor of his responsibility to furnish satisfactory material. The Contractor will furnish two (2) copies of manufacturer's certificate of compliance with these specifications covering manufactured items incorporated into the work. The Contractor will pay all costs for testing required, together with other changes incidental to testing.
- 2.38 CONTRACTOR SUPERINTENDENCE.** The Contractor will keep at Project site a competent Resident Superintendent and any necessary assistants. Any personnel changes in the Resident Superintendent will require prior written consent of the District. The Resident Superintendent will represent the Contractor in his absence. The Resident Superintendent will give efficient supervision to the work using his best skill and attention. The Resident Superintendent requirements are provided in Attachment 2, Contractor Qualification Requirements form attached to this RFB and can only be substituted with another Resident Superintendent that meets the requirements of the Agreement as determined by the District.
- 2.39 HOURS OF WORK.** The Contractor's work hours must comply with local ordinances of Marion County, Florida. Work done at times other than from 8:00 a.m. to 5:00 p.m., Monday through Friday will be considered overtime work for District staff. Any inspection services required of the District or its duly authorized representative during overtime hours will be made at the expense of the Contractor, and such costs will be deducted from payments otherwise due the Contractor.
- 2.40 PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD).** The Contractor shall prepare, submit, and maintain a Progress Schedule for the Project. The Progress Schedule, which will be accompanied by a Schedule of Values, will be the primary means of control of the Project, and will be used as the basis of scheduling all work and for determination of contract progress payments. **The Progress Schedule will be submitted to the District for review and approval within ten (10) working days from notice of contract award. The Progress Schedule, once approved by the District, will become part of the Agreement.**

The Progress Schedule will contain a bar chart detailing individual activities of work. The chart schedule will consist of every activity with a duration of five (5) days or more, a value of \$5,000 or more, or any other activity with a critical impact on the job schedule. Shop drawing submittal and review, equipment delivery and all quality or operational testing activities will be included.

The Schedule of Values, which will be satisfactory in form and substance to the District, will subdivide the work into its component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. An unsupported or unreasonable allocation of the contract lump sum price to any one of the activities or work items will be justification for the rejection of the Schedule of Values. The Contractor will not submit an unbalanced Schedule of Values, which provides for overpayment to the Contractor on activities that are to be performed first. The Schedule of Values will be revised and resubmitted until acceptable to the District. The District will not enter into an Agreement with the Contractor until the Schedule of Values has been approved in writing by the District. Once the Schedule has been accepted by the District, the Contractor will honor prices contained in the Schedule of Values. The total sum of the individual values of the Schedule of Values for each of the activities will equal the total lump sum contract price.

- 2.41 POTENTIAL FERAL HOG DAMAGE.** The District recognizes/acknowledges the presence of feral hogs on the Hálpata Tastanaki Preserve property. There is a possibility that hogs may cause damage to the Project site. During the site preparation and harvesting and seeding/planting phases, the Contractor will notify the District of hog damage to the Project site within 24 hours of observance. The District will determine, in its sole discretion, whether the damage to the Project site was caused by hogs, and if so, if the damage warrants corrective action. The Contractor shall be responsible for repairing any areas damaged by feral hogs that the District determines warrants corrective action. If damage by feral hogs or other animals should occur after the harvesting and seeding/planting phase is complete, the Contractor must continue to maintain those damaged areas free of exotic and nuisance plants for the duration of the contract. The District reserves the right to acquire native seed to disperse on these sites after which the Contractor shall continue exotics control as described for the Maintenance phase.

PART III – SCOPE AND SPECIFICATIONS

3.1 SCOPE. The District is soliciting bids from an experienced, qualified Contractor to furnish and deliver, if and when ordered, to the District, all required services and materials to perform upland habitat restoration on former agricultural/hayfield lands necessary to accomplish the Hálpata Tastanaki Preserve Ground Cover Restoration Project. The terms and conditions of this RFB are incorporated into the resulting contractual relationship between the Contractor and the District. The Contractor's services are sought to re-establish native herbaceous groundcover species that are typical of primarily sandhill communities with some areas of slightly more mesic soils. The Project is located within the Hálpata Tastanaki Preserve (Preserve) located approximately 3 miles east of Dunnellon in Marion County, Florida.

3.2 PROJECT DESCRIPTION. Historically, much of the area in the eastern part of the Preserve was dominated by sandhill plant communities with smaller areas of scrub. The three proposed ground cover restoration sites are dominated by bahia grass (*Paspalum notatum*) with a mixture of other grasses, forbs and shrubs. The Project area is delineated into three units: Site 1, Site 2, and Site 3; Refer to Figure 2. Dominant soils by site are shown in Figures 3, 4 and 5.

3.2.1 Site 1 (33.7 acres) has some bermuda grass (*Cynodon dactylon*) patches as well as blackberry (*Rubus* sp.), winged sumac (*Rhus copallina*), hairy indigo (*Indigofera hirsuta*), dog fennel (*Eupatorium* sp.) and the fewest extant native herbaceous species of the three sites. From historic imagery it appears to have been a pasture or hayfield since at least the 1970s. Nearly 50 percent of this site is underlain by Tavares sand, 0-5 percent slopes, over 20 percent Candler sand, 0-5 percent slopes, and about 17 percent Adamsville sand, 0-5 percent slopes.

3.2.2 Site 2 (31.9 acres) is dominated by bahia grass with some native forbs and some grasses, as well as scattered sand live and bluejack oaks, wax myrtles and persimmons. This Site has a considerable number of partridge pea (*Chamaecrista fasciculata*) as well. Site 2 was forested in the 1970s, then mostly cleared by 1984. By 1994 it had been converted to pasture. It is underlain entirely by Sparr fine sand, 0-5 percent slopes according to the Marion County Soil Survey (1979) at https://www.nrcs.usda.gov/Internet/FSE_MANUSCRIPTS/florida/FL608/0/Marion.pdf.

3.2.3 Site 3 (22.5 acres) is dominated by bahia grass; however, it also has considerable cover of native bluestems in slightly lower positions on the landscape. Those areas, identified in yellow in Figure 5, are excluded from the Project area. This Site also has scattered oaks, some partridge pea, *Euthamia caroliniana*, and dog fennel. It appears Site 3 remained forested (possibly in planted pines) through the early 1980s. By 1994 it appears to have been converted to hayfield. Soils include Apopka sand, 0-5 percent slopes (approximately 55 percent) and Sparr fine sand, 0-5 percent slopes (approximately 45 percent).

Soil samples collected from all three sites in January 2018 showed that pH ranged from a low of 4.8 to a high of 5.7. These are normal pH levels for sandhill soils. Phosphorus tested as high for all sites, magnesium was found in moderate to high concentrations and potassium tested low. Soil Sample test data is available upon request to the District.

Following District acquisition of the Preserve in the mid-1990s the Project Sites received no additional pasture management activities, such as fertilizer or lime. Since District acquisition, a fairly aggressive fire regime has been maintained. Site 1 was last burned December 2014 following a frost; Site 2 was last burned November 2014 under relatively low humidity and a considerable wind; and Site 3 was last burned in January 2019.

3.3 WORK OBJECTIVE. The objective of this Project is to eradicate exotic and nuisance weeds followed by successful re-establishment of native herbaceous vegetation characteristic of the Project area prior to conversion to agriculture. A period of maintenance is required to treat recurring exotic and nuisance plant species that may re-seed due to unsuccessful initial treatment(s) or from the seedbank to ensure the stability of the restored Project area. Due to the greater presence of bermuda grass and blackberry on Site 1, it is expected to take a minimum of two years to successfully eradicate these species.

3.4 SCOPE OF WORK.

3.4.1 SITE PREPARATION. The Contractor shall conduct operations to facilitate successful establishment and survival of seeded native species according to the specifications outlined herein for each Site. This may include control of various plant species, preparation of the soil, and other measures. At a minimum, the Contractor will:

3.4.1.1 Eliminate bahia grass, bermuda grass, and other non-native cultivated grasses, as well as Florida Exotic Pest Plant Council (FLEPPC) Category I and II exotics, vasey grass, smut grass, hairy indigo

and other potentially problematic native or non-native plants that may impede successful establishment and survival of seeded native species. This could include removal of native species such as dog fennel.

- 3.4.1.1.1** At a minimum, repeated herbicide applications to control exotic and potentially problematic (e.g. nuisance) plant species prior to seeding/planting are required. It is expected that sites where bermuda grass is present may require multiple broadcast and spot treatments over a period of two years minimum to satisfactorily reduce its cover. First year or more treatment of bermuda grass may require imazapyr. Broadcast treatments with glyphosate may be needed 2-3 times between June and September for bahia grass control.
 - 3.4.1.1.2** The schedule, type and rate of herbicide, and equipment used are left to the discretion of the Contractor, but the Contractor must adhere to all product labels. The Contractor must use marking dye to verify areas sprayed whether by boom sprayer, boomless sprayer, backpack or other mode.
 - 3.4.1.1.3** Prior to conducting any mechanical site preparation activities that would create soil disturbance (e.g. disking), Contractor must obtain District approval if bahia, Bermuda, cogon grass and all other exotic or nuisance grass or forb species are not controlled to less than or equal to 2% cover prior to such activities.
 - 3.4.1.1.4** Prior to seeding with native species, bahia, bermuda, cogon grass, and all other exotic or nuisance grass or forb species must be controlled to less than or equal to 2% cover. If nuisance or exotic species are present within 120 days of planned seeding/planting of natives, the Contractor shall provide notice to the District's Project Manager and conduct a final broadcast spraying of glyphosate or other herbicide that does not have residual soil activity.
 - 3.4.1.1.5** The Contractor may use mowing (by the Contractor) to facilitate site preparation and/or to facilitate herbicide application with prior approval of the District Project Manager. The Contractor must share their rationale for the need for mowing. The Contractor may request the District conduct prescribed burning of a Site. The District may implement prescribed burn(s) contingent upon availability of staff and equipment and weather conditions, but is under no obligation to do so.
 - 3.4.1.1.6** If using the herbicide, imazapyr, the Contractor shall exercise care to limit damage to oaks outside the project site(s) that may be used by the Florida scrub jay by controlling pesticide drift/damage outside site boundaries as shown on attached figures.
 - 3.4.1.1.7** The Contractor will be required to spot spray exotic and nuisance plants around large oaks (greater than 10" in diameter at breast height (DBH)) found on the site using an herbicide that is not prone to killing oaks. Smaller oaks and other trees may be mechanically or chemically treated/removed within each project site if needed to facilitate boom-spraying of large areas within each site.
 - 3.4.1.1.8** The Contractor shall avoid gopher tortoise burrows, to the extent possible, when conducting tillage operations. The District Project Manager will make every effort to flag active and inactive burrows prior to site preparation.
- 3.4.1.2** The Contractor must comply with applicable herbicide application regulations and requirements. All herbicide application must be supervised by a licensed Florida Department of Agriculture and Consumer Services (FDACS) Public Pesticide Applicator. The Contractor shall comply with applicable governmental regulations, U.S. Environmental Protection Agency (EPA) product labels, and manufacturer's directions when handling, mixing, transporting, applying and disposing of herbicides.
- 3.4.1.2.1** Licensed applicators must have general standards (Core) certification with further certification in the Natural Areas Weed Management category.
 - 3.4.1.2.2** The licensed supervisor must readily have available during application copies of all chemical pesticide labels and Material Safety Data Sheets (MSDS) that are being applied.
 - 3.4.1.2.3** Chemical pesticides must be kept in original containers until mixing. All mixtures should have temporary labels that list the trade name and rates of chemicals and any adjuvants within the spray container.
 - 3.4.1.2.4** During mixing and application, all recommended Personal Protective Equipment (PPE) will be properly worn to minimize applicator exposure to chemicals. Chemicals and any rinse material/effluent from chemical containers and measuring devices shall be

poured into the tank/bottle mixture to the extent possible for use on treatment areas. Run-off of any chemical substance is not acceptable. Disposal must be as per label directions.

3.4.1.2.5 Herbicides that are mixed, transferred, or temporarily stored while on District lands will be done so at designated staging areas to be agreed upon by the Contractor and the District Project Manager. All containers that contain pesticide or pesticide residues will be removed from District lands once the chemical application is complete.

3.4.1.2.6 Herbicide application efforts must minimize exposure to people, facilities and the surrounding environment while avoiding any non-target exposure.

3.4.1.2.7 Non-native, invasive weed material (including seeds, sprigs, rhizomes) shall not be moved on or off District lands. All equipment (trucks, ATVs) and PPE clothing is expected to be clean and weed-free upon arrival at the work site.

3.4.1.2.8 The Contractor must complete the Daily Progress Report provided in Exhibit "E," Sample Forms found in Attachment 8 for each site being treated on a given day. The Daily Progress Report must be completed daily and submitted to the District within seven (7) days of the treatment activity.

3.4.1.2.8.1 The Daily Progress Report must contain the following minimum information: Tract and site name, licensed supervisor name and all personnel, company name, FDACS certification number, target species treated, date, start and end times, start and end weather conditions (wind speed and direction, temperature, cloud cover, precipitation, location, control method, herbicide name and rate, adjuvant/oil, gallons of mix, herbicide and adjuvant). Each treatment sheet must be signed and dated by the supervisor and available for review upon request by the District Project Manager.

3.4.1.2.9 The Contractor must conduct spot checks in and around the area where pesticides are applied for adverse incidents possibly or known to be caused by application of pesticides, including the unanticipated death or distress of non-target organisms and disruption of wildlife habitat. Visual assessments of the application site must be performed: i) during any post-application surveillance or efficacy check that the Contractor conducts, if surveillance or an efficacy check is conducted, ii) during any pesticide application, when considerations for safety and feasibility allow. Visual monitoring activities and findings are to be noted on the daily treatment sheets.

3.4.1.3 Prepare the soil in a manner that ensures adequate seed-to-soil contact and uniform planting depth throughout the Project area.

3.4.1.3.1 Methods may include disking, rolling, cultipacking, or other standard agricultural site prep methods to maximize seed contact with soil and ultimately germination.

3.4.1.3.2 It is anticipated that the Contractor will conduct a relatively deep disking once noxious species are controlled with herbicide, followed by a shallow disking then rolling or cultipacking to preserve soil moisture.

3.4.1.3.3 The possibility for damage to Project area by feral hogs is considered fairly high. Pursuant to Paragraph 2.1, the Contractor shall be responsible for repairing any areas damaged by feral hogs that, in the District's sole discretion, impede successful site preparation and/or seeding/planting operations. The Contractor shall immediately report any new hog damage during any phase of the restoration to the District Project Manager.

3.4.2 **HARVESTING AND SEEDING/PLANTING.** The Contractor shall harvest plant material (e.g., seeds) of appropriate type and quantity for establishing native groundcover (grasses and forbs) according to the Success Criteria in Paragraph 3.5 of this RFB and introduce it to each Site in a manner that facilitates successful establishment and survival. To accomplish this, the Contractor will be required to:

3.4.2.1 Identify the appropriate donor site(s) for harvesting and coordinate a field visit for District staff to review the selected site(s).

3.4.2.1.1 Distance to donor site must be within 75 miles N latitude and 75 miles S latitude of the Project site; however, the District Project Manager may consider donor sites at a greater distance depending on suitability of the proposed site.

3.4.2.1.2 The Contractor must propose a minimum of two potential donor sites within 30 days of the execution of the Agreement, for District review and approval. At least one of the sites must ultimately be burned during the prescribed growing season window

- (May 1 to August 10). Sites must be dominated by wiregrass as this species is the target for machine collection in the late fall of the year of burn.
- 3.4.2.1.3** Herbaceous species typical of sandhill must be represented in the propagules/plant material introduced into the Project area. The herbaceous species composition of the donor site should include a large proportion of wiregrass (*Aristida stricta*) and other C4 bunch grass species (e.g. lopsided indiagrass, splitbeard bluestem, creeping bluestem) native to central Florida (see Exhibit 2, Recommended Species).
 - 3.4.2.1.4** The donor site must be free of exotic and nuisance species including bermuda grass, bahia grass, centipedegrass, natal grass, vasey grass, smut grass, other nuisance grass species, nuisance nutsedges including *Cyperus esculentus* and *C. rotundus*, and all Florida EPPC Category I and II exotic species (see also Exhibit 3, Exotic Species That Must Not Be Present on Donor Site).
 - 3.4.2.1.5** Donor sites with an extensive recent history of growing season burns (e.g. fire return intervals of 2-3 years over a 10-year period for sandhills) are preferred. The Contractor will be expected to provide this information.
 - 3.4.2.1.6** The District reserves the right to reject a donor site that does not meet the above requirements and require that a different site be used.
- 3.4.2.2** Harvest native herbaceous plant material from approved donor site(s) following growing season burns.
- 3.4.2.2.1** For the purpose of this Project, the growing season is between April 1 and August 10. Donor sites that are not burned within this timeframe cannot be used. At the District's request, the Contractor shall provide proof of burning during the growing season parameters showing a burn prescription and evaluation with Florida Forest Service authorization number.
 - 3.4.2.2.2** The Contractor is responsible for monitoring the donor site(s) for "seed readiness" prior to harvest. The Contractor shall conduct a viability check of wiregrass (*Aristida stricta*) and other machine collected seed (e.g. lopsided indiagrass) that can be conducted using a magnifying glass, hand lens, or dissecting scope prior to harvesting as per the procedure outlined in Exhibit 1, Field Evaluation of Wiregrass & Lopsided-Indian Grass for Ripeness. As described in Paragraph 3.7.4 of this RFB, the Contractor may be required to have wiregrass seed tested via x-ray or other method to verify viability as described for the USDA Forest Service/National Seed Laboratory if results from the method in Exhibit 1, Field Evaluation of Wiregrass & Lopsided-Indian Grass for Ripeness are less than favorable.
 - 3.4.2.2.3** The amount of harvested material must be sufficient to seed an entire site (1, 2, or 3). Seeding shall be sufficient to form a reasonably dense cover during the first growing season after planting. For flail vac or machine-harvested material the Contractor shall use high-quality material (e.g. dominated by wiregrass with a complement of other grass and forb species) to meet the minimum criteria for 50 viable seeds per square foot. The Contractor shall verify the number of pounds of seed collected and used for each site and provide in a report to the District Project Manager within 5 days of completing seeding of each site.
 - 3.4.2.2.4** The timing of harvesting for hand collection of individual species not collected in the primary wiregrass harvest is left to the discretion of the Contractor but shall include at least 20 species from the list shown in Exhibit 2, Recommended Species. The Contractor shall provide species and total weight of various hand-collected plant material to be distributed on each Site. It is recommended that the Contractor hand-collect seed between May and November of the year seed is to be planted.
 - 3.4.2.2.5** Outplantings of appropriate species are permitted with the following restrictions:
 - 3.4.2.2.5.1** Propagation method must not compromise genetic variation (e.g., no clonal propagation of species that normally reproduce sexually).
 - 3.4.2.2.5.2** Seed/material must have originated within 75 miles N latitude or 75 miles S latitude of the Project area.
- 3.4.2.3** Transport and distribute appropriate seed/plant material into the Project area using suitable techniques.
- 3.4.2.3.1** Storage and transport of seed/plant material must be performed in a manner that does not significantly reduce germination or viability.

- 3.4.2.3.2** Method, timing and depth of seeding/planting is left to the discretion of the Contractor but should be appropriate for the plant material used. It is anticipated that the Contractor will plant flail-vac collected material within 4 weeks of harvest to take advantage of potential rains associated with passing fronts and to avoid deterioration of seed during storage.
- 3.4.2.3.3** Planting of machine- and hand-collected seeds must result in coverage exceeding 50 viable seeds per square foot.

3.4.3 MAINTENANCE. After distribution of native species into the Project area, the Contractor will implement measures that promote successful establishment and survival according to the specifications outlined herein.

- 3.4.3.1** Post-planting of native seed, the Contractor will periodically conduct herbicide and/or mechanical treatments to control exotic and nuisance native species to ensure Success Criteria are met (with less than or equal to 2% cover of exotic/nuisance species).
- 3.4.3.2** The schedule, type and rate of herbicide, and equipment used to make application, are left to the discretion of the Contractor and shall be provided in periodic reports to the District Project Manager.
- 3.4.3.3** The Contractor shall notify the District Project Manager each time an herbicide or other maintenance activity has been conducted. Cover of exotic and nuisance plant species must be less than or equal to 2% within 30 days following each control event.
- 3.4.3.4** Any hog-damaged areas, whether corrective action is warranted pursuant to Paragraph 2.41 of this RFB or not, will continue to be subject to control of exotics/undesirable nuisance species throughout the Maintenance period. Areas that are damaged by hogs after seeding/planting has occurred will not be held to Success Criteria for native seeding establishment (i.e., data from hog damaged areas will not be used in mean seeded plant cover calculations). Any hog-damaged areas will remain subject to control of exotics/undesirable herbaceous species as specified in the Success Criteria.
- 3.4.3.5** The Contractor may implement maintenance measures such as mowing (subject to prior approval by the District Project Manager), in addition to exotic plant control, that increase likelihood of the Project's success.
- 3.4.3.6** It is likely that bahia grass may grow back from seed and thus the Contractor may need to consider a treatment with imazapic in the late spring/early summer following seeding of natives. The Contractor may need to consider timely treatment of nuisance infestations (e.g. crabgrass (*Digitaria* spp.) if this becomes a problem.
- 3.4.3.7** In addition to the requirements above, all FDACS requirements for chemical herbicide application must be followed as outlined in Section 3.4.1.2.

3.4.4 MONITORING. Monitor success of native plantings.

- 3.4.4.1** The Contractor will be required to periodically check calibration of seeding equipment to ensure minimum number of seeds sown is 50 per square foot. Additionally, the Contractor may be required to randomly sample 20 to 25 quadrats (depending on size of site) to record number of seeds sown per square foot, to ensure criterion for a minimum of 50 seeds per square foot is met within 10 days of planting of each site. Calibration and/or quadrat data shall be provided in a report to the District Project Manager at the conclusion of seeding of a given Site.
- 3.4.4.2** During the first fall following initial seeding and again the second fall following seeding, the Contractor will be required to randomly select and sample 20 (0.5 X 3 meter) quadrats on Sites 1 and 2, and up to 15 quadrats (0.5 X 3 meters) on Site 3 to measure frequency and percent total cover of all species present. The Contractor is encouraged to use modified Daubenmire cover classes as follows: 1: less than 1%; 2: 1-10%, 3: 11-30%, 4: 31-50%, 5: 51-70%, 6: 71-90% as per methods in Freeman et al., Natural Areas Journal, October 2017 (see Section 3.6, Useful Articles and Websites.) Mean density of non-nuisance seeded/planted species must be at minimum 4 plants per square meter (e.g. 6 plants per 1.5 meters squared) for the first monitoring event and must be at minimum 7 plants per square meter (or 10.5 plants per square meter at the second monitoring event).

3.5 SUCCESS CRITERIA. The Contractor must meet the following Success Criteria. If the Success Criteria are not met, the Contractor, at its own expense, must remedy the situation until deemed successful by the District.

- 3.5.1** The Contractor's actions must not result in offsite impacts including damage to non-target plants or other organisms by herbicide, surfactants or adjuvants or general use of equipment. All requirements concerning FDACS Pesticide Applicator activities must be adhered to.
- 3.5.2** The Contractor must meet the requirement of nuisance and exotic plant control to less than or equal to 2% cover prior to seeding of native species.
- 3.5.3** Wiregrass (*Aristida stricta*) must be the dominant species in the machine-harvested seed mix for sandhill restoration. Hand-collected grasses and forbs are to be collected from the donor site(s) before and during machine harvest to ensure a complement of species not in seed at the time of machine collection for wiregrass are included. This should include a range of grass species and a variety of summer and fall seeding forbs and grasses to meet the required minimum of 20 species. Acceptable grass and forb species for hand collection may be pulled from the list shown in Exhibit 2, Recommended Species or agreed upon by the District Project Manager based on approved donor site(s) or supplemental seed mixes that meet the criteria for distance from the Preserve.
- 3.5.4** During the first fall following initial seeding and again the second fall following seeding, the Contractor will be required to randomly select and sample quadrats as indicated above to sample frequency and total cover by species. Mean density of non-nuisance seeded/planted species must be at minimum 4 plants per square meter (e.g. 6 plants per 1.5 meters squared) for the first monitoring event and must be at minimum 7 plants per square meter (or 10.5 plants per square meter at the second monitoring event).
- 3.5.5** The cover of exotic and native nuisance plant species must be less than or equal to 2% for at least 100 consecutive days immediately prior to the completion of the Contractor's maintenance responsibilities.

3.6 USEFUL ARTICLES AND WEBSITES.

- 3.6.1** Freeman, Johanna E., Kent Williges, Amber G. Gardner, and Erin H. Leone. 2017. Plant functional group composition on restored longleaf pine-wiregrass savannas with a history of intensive agriculture. *Natural Areas Journal* vol. 37, no. 4. Pp. 434-455.
- 3.6.2** USDA Forest Service/National Seed Laboratory: https://www.fs.usda.gov/nsi/nsi_seedtesting.html
- 3.6.3** Florida Fish and Wildlife Conservation Commission. 2010. Groundcover restoration implementation guidebook. <http://myfwc.com/media/410620/GCRImplementationGuidebookOct2010.pdf>

3.7 WORK PRODUCTS REQUIRED.

- 3.7.1** For Site Preparation, the Contractor shall provide reports to the District Project Manager within 5 days following each spray event (broadcast or spot-spraying) to include the herbicide used, the rate, the acreage, a map showing polygon sprayed if area is > 0.1 acres, date of application, weather conditions pre- and post-spray (e.g. rainfall event), and the target vegetation. For spot-spraying areas of less than 0.1 acre a map will not be required but species and number of plants sprayed shall be reported. The District Project Manager will then review (with the Contractor) exotic and plant control success at the end of the 30-day post-treatment window to verify that exotic/nuisance plant cover is at or below 2% cover.
- 3.7.2** The Contractor shall provide a brief report to the District Project Manager during each phase of mechanical seed bed preparation for each site including type of equipment used.
- 3.7.3** For Harvest and Seeding/Planting, the Contractor shall give the District Project Manager minimum 60 days notice for inspection of a proposed donor site(s). The Contractor must provide written documentation to the District of when the donor site(s) was last burned (e.g. burn authorization number and copy of the burn prescription) to verify the quality of the donor site(s) for seed production. Prior to harvest of the donor site(s) the Contractor shall provide a list of species likely to be in seed at the time of mechanical harvest. The District reserves the right to require the Contractor, at its expense, to have a purity analysis conducted per USDA Forest Service/National Seed Laboratory criteria (https://www.fs.usda.gov/nsi/nsi_seedtesting.html) to check for percent wiregrass seed as well as a list of other identifiable native and/or exotic species.
- 3.7.4** The Contractor must verify in writing the viability percentage of wiregrass seed, expected to be the primary constituent for sandhill restoration plantings. This may be accomplished by sampling seed from various

harvested batches and observing through a dissecting scope, magnifying glass, and/or hand lens (see Exhibit 1, Field Evaluation of Wiregrass & Lopsided-Indian Grass for Ripeness). A minimum of 25% live seed (as per Item 9 in Exhibit 1, Field Evaluation of Wiregrass & Lopsided-Indian Grass for Ripeness) is required prior to initiating harvest. In addition, if seed is not planted within 8 weeks of harvest, the District reserves the right to require that the Contractor have formal viability tests, via x-ray or other method(s), conducted to ensure seed has maintained viability as per USDA Forest Service/National Seed Laboratory criteria (https://www.fs.usda.gov/nsi/nsi_seedtesting.html).

- 3.7.5 The Contractor must record weight and label each bag or container of machine- and hand-harvested seed material. A report of final weights of seed material for each Site must be provided to the District Project Manager within 5 days of planting of each site.
- 3.7.6 The Contractor shall provide written documentation, within 3 days post-seeding and based on sampling quadrats identified in Paragraph 3.4.2.4.2, that an average minimum of 50 seeds per square foot were sown.
- 3.7.7 During the first fall following native plant seeding for each Site, the Contractor shall meet with the District Project Manager to review each Site to determine species richness, mean cover of bare ground, mean cover of desirable native species planted, nuisance natives, and exotic and problematic plants present as provided in Section 3.5, Success Criteria. The Contractor must prepare a report to verify how each of these Success Criteria has been met and provide such report to the District Project Manager. If any part of Section 3.5.4 is not met, the District reserves the right to require the Contractor to perform corrective action until deemed successful by the District.

PART IV – BID RESPONSE

- 4.1 **BASIS FOR AWARD OF CONTRACT.** The District will award the contract to the lowest responsive, responsible bidder. 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 **BID BOND.** Bidders will furnish a bid bond, cash, cashier's check or certified check as required by this RFB.
- 4.1.2 **SATISFACTORY REFERENCES.** Bid references must be provided as required by this RFB.
- 4.1.3 **ACKNOWLEDGMENT OF ADDENDA.** Bidder must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the Bid Response Form (Attachment 1).
- 4.1.4 **COMPLETION OF ALL BID DOCUMENTS.** All bid documents and forms included in Subsection 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive. The bidder must provide costs for all bid items.

4.1.4.1 Bid and Contract forms required with bid submission:

- Attachment 1 - Bid Response Form
- Attachment 2 - Contractor Qualification Requirements
- Attachment 3 - Certification Clean Air Act/Clean Water Act
- Attachment 4 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 5 - Bid Bond
- Attachment 6 - Public Entity Crimes Statement

4.1.4.2 Sample Forms referenced in this RFB:

- Attachment 7 - Performance, Payment and Guaranty Bond
- Attachment 8 - Sample Agreement

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EXHIBIT 1

FIELD EVALUATION OF WIREGRASS & LOPSIDED-INDIAN GRASS FOR RIPENESS

A dissecting microscope or other high magnification device (e.g. hand lens), as well as a dissecting kit with a probe, scalpel or knife, and a pin or needle, is needed. Collect seed stems as for FWRI testing; examine and evaluate seeds as follows:

1. Create a data or "tally" sheet for categorizing and counting the seeds. The categories that the seeds will be divided into are: **Dead** (or absent), **Alive but Not Mature** (not ready to collect), and **Ready to Collect** (ripe or mature). The categories and detailed criteria for determining them are listed in the table below.
2. Remove some intact seeds (seeds with sheaths) from about 20 stems per area and mix them together.
3. Pick approximately 30-50 seed "samples" randomly from the mix to be examined under the microscope.
4. For each sample, use the scalpel or knife (and pin or needle) to open the sheath around the seed. Using the microscope, check that a seed is present within the protective sheath. If there is a not a seed present (i.e. the sheath is empty), this sample is counted in the "Dead" category.
5. If a seed is present in the sheath, use the dissecting probe or needle to break open the seed. If under the microscope, the seed appears to be "brown, black or dry and crumbly"; this sample is also counted in the "Dead" category.
6. If the broken open seed sample appears as "a small green bud of a seed inside toward the base of the sheath" OR if the "seed is liquid or milky" (see Fig 11), then the seed is not mature and is counted in the "Alive but Not Mature" category
7. If the "opened" seed sample is not liquid but is white and crumbly, or breaks apart in chunks (i.e. has the consistency of feta cheese and can be flattened with flat side of scalpel), OR if the seed is hard and amber colored (readily pops out of sheath) (see Fig 11); these samples are counted in the "Ready to Collect" category.
8. From your sample tally sheet, determine the percent "Alive" seed and then within this category only, determine the percent of "Ready to Collect" seed.
9. When testing reveals that at least 25% of the live seed is in the "Ready to Collect" category, then seed collection should start immediately.
10. You can continue to evaluation seed samples from the donor site each day during the seed collection period. Recording dates, along with the percent of seed in the "Ready to Collect" category, will help you plan the timing of future collecting and get an estimate of amount of ripe seed collected for that period.

Seed Stage	Detailed Appearance of Seed	Category
Empty	No seed inside sheath	Dead (absent)
Brown crumbly or black rust	Seed shriveled, dark brown or black	Dead
Little Green	A small green "bud" of a seed inside, toward the base of the sheath	Alive but Not Mature (not ready to collect)
Milky	Liquid to creamy, clear or white like milk	Alive but Not Mature (not ready to collect)
Mealy or Feta Cheese Stage	No longer liquid but white and crumbly, or breaks apart in chunks; can be flattened	Ready to Collect (ripening)
Hard	Seed hard amber colored, mature, often pops out when trying to open	Ready to Collect (mature)

From: Florida Fish and Wildlife Conservation Commission. 2010. Groundcover restoration implementation guidebook.
<http://myfwc.com/media/410620/GCRImplementationGuidebookOct2010.pdf>

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EXHIBIT 2 RECOMMENDED SPECIES

Common Name - *Scientific Name*

Grasses

Wiregrass-Aristida stricta-primary constituent >60% of mix

Bluestem - *Andropogon* spp. (Not including broomsedge- *A. virginicus*)
Creeping Bluestem - *Schizachyrium scoparium*
Dichanthelium spp.
Elliott's Bluestem - *Andropogon gyrans*
Elliott's Lovegrass - *Eragrostis elliottii*
Little Bluestem - *Schizachyrium secundum*
Lopsided Indiangrass - *Sorghastrum secundum*
Muhly Grass - *Muhlenbergia capillaris*
Pineywoods Dropseed - *Sporobolus junceus*
Purple Lovegrass - *Eragrostis spectabilis*
Purple Threeawn - *Aristida purpurascens*
Splitbeard Bluestem - *Andropogon ternarius*

Forbs

Blazing Star - *Liatris tenuifolia*, *gracilis* and others
Butterfly weed - *Asclepias tuberosa*
Chapman's Goldenrod - *Solidago chapmanii*
Cottonweed - *Froelichia floridana*
Dogtongue Wild Buckwheat - *Eriogonum tomentosum*
Elephant's Foot - *Elephantopus elatus*
Florida Paintbrush - *Carphephorus corymbosus*
Goldenaster - *Pityopsis graminifolia*
Green Eyes - *Berlandiera pumila*
Honeycomb Head - *Balduina angustifolia*
Ironweed - *Vernonia angustifolia*
October Flower - *Polygonella polygama*
Pencil Flower - *Stylosanthes biflora*
Queen's Delight - *Stillingia sylvatica*
Sandhill Wireweed - *Polygonella robusta*
Sensitive Briar - *Mimosa quadrivalvis* var. *angustata*
Silver Croton - *Croton argyranthemus*
Summer Farewell - *Dalea pinnata*
Sweet Goldenrod - *Solidago odora*
White Beardtongue - *Penstemon multiflorus*

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EXHIBIT 3
EXOTIC SPECIES THAT MUST NOT BE PRESENT ON DONOR SITE

Common Name - *Scientific Name*

Exotic Species that must not be present on donor site include:

Tropical soda apple - *Solanum viarum*
Bahia grass - *Paspalum notatum*
Bermuda grass - *Cynodon dactylon*
Brazilian pepper - *Schinus terebinthifolius*
Centipedegrass - *Eremochloa ophiuroides*
Chinese brake fern - *Pteris vittata*
Japanese climbing fern - *Lygodium japonicum*
Napier grass - *Pennisetum purpureum*
Natal grass - *Rhynchelytrum repens*
Nutsedge - *Cyperus esculentus*
Nutsedge - *Cyperus rotundus*
Old World climbing fern - *Lygodium microphyllum*
Paragrass - *Urochloa mutica*
Smutgrass - *Sporobolus indicus*
Torpedograss - *Panicum repens*
Tropical soda apple - *Solanum tampicense*
Vaseygrass - *Paspalum urvellii*
West Indian marsh grass - *Hymenachne amplexicaulis*
any FLEPPC Category I and II species

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PRE-BID AND SITE VISIT LOCATION MAP

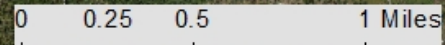
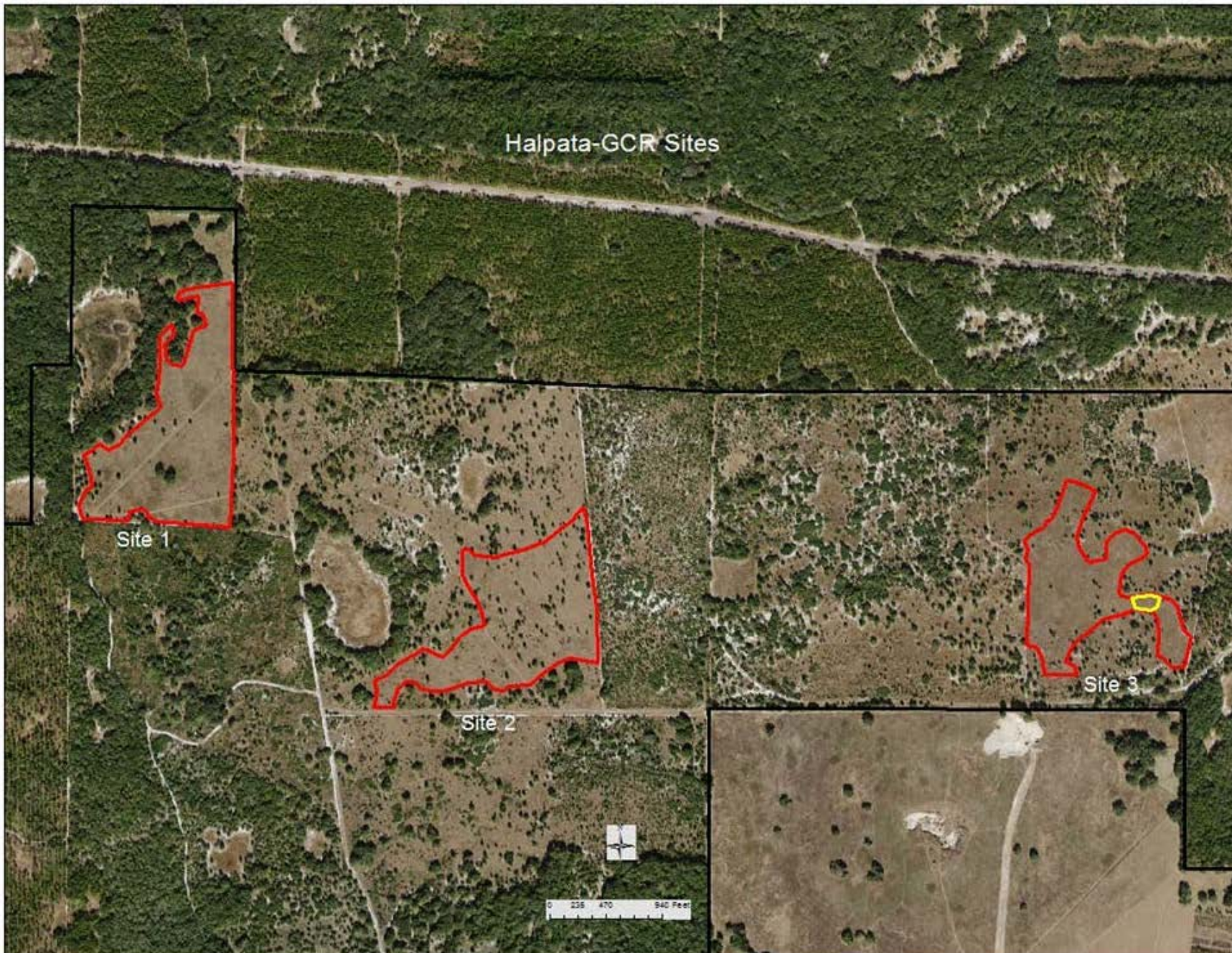


FIGURE 2
GENERAL SITE LOCATIONS MAP



**FIGURE 3
SITE 1 MAP**



**FIGURE 4
SITE 2 MAP**



FIGURE 5
SITE 3 MAP



Bid and Contract Forms Required with Bid Submission

**ATTACHMENT 1
BID RESPONSE FORM**

The undersigned bidder agrees to furnish and to deliver as indicated, FOB destination point at Hálpata Tastanaki Preserve, Marion County, Florida, for the prices quoted thereon as follows:

Firm prices will be stated and include all packing, handling, shipping, transportation, travel charges and installation.

SITE 1 (33.7 ACRES)				
BID ITEM	DESCRIPTION/ENGINEER'S ESTIMATED QUANTITY	QUANTITY	UNIT	ITEM PRICE
1	PHASE 1 – HERBICIDE SITE PREPARATION	1	LS	\$
2	PHASE 2 – MECHANICAL PREPARATION AND SEEDING	1	LS	\$
3	PHASE 3 – MAINTENANCE	1	LS	\$
4	PHASE 4 – POST-PLANT MONITORING	1	LS	\$
SITE 1 - LUMP SUM PRICE BID TOTAL:				\$
SITE 1 - LUMP SUM PRICE BID TOTAL IN WORDS:				

SITE 2 (31.9 ACRES)				
BID ITEM	DESCRIPTION/ENGINEER'S ESTIMATED QUANTITY	QUANTITY	UNIT	ITEM PRICE
1	PHASE 1 – HERBICIDE SITE PREPARATION	1	LS	\$
2	PHASE 2 – MECHANICAL PREPARATION AND SEEDING	1	LS	\$
3	PHASE 3 – MAINTENANCE	1	LS	\$
4	PHASE 4 – POST-PLANT MONITORING	1	LS	\$
SITE 2 - LUMP SUM PRICE BID TOTAL:				\$
SITE 2 - LUMP SUM PRICE BID TOTAL IN WORDS:				

SITE 3 (22.5 ACRES)				
BID ITEM	DESCRIPTION/ENGINEER'S ESTIMATED QUANTITY	QUANTITY	UNIT	ITEM PRICE
1	PHASE 1 – HERBICIDE SITE PREPARATION	1	LS	\$
2	PHASE 2 – MECHANICAL PREPARATION AND SEEDING	1	LS	\$
3	PHASE 3 – MAINTENANCE	1	LS	\$
4	PHASE 4 – POST-PLANT MONITORING	1	LS	\$
SITE 3 - LUMP SUM PRICE BID TOTAL:				\$
SITE 3 - LUMP SUM PRICE BID TOTAL IN WORDS:				

LUMP SUM PRICE BID TOTAL: \$
LUMP SUM PRICE BID TOTAL IN WORDS:

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**ATTACHMENT 1 (Cont.)
BID RESPONSE FORM**

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. Bidder certifies that this 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. 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. Bidder agrees that if bidder is awarded this RFB, bidder will provide the services as stipulated.

The undersigned bidder certifies that the Attachment 2, Contractor Qualification Requirements information provided is true and correct to the best of his/her knowledge.

The undersigned bidder has also carefully read any Addenda and Questions and Answers issued for this RFB. (Addenda and Questions and Answers are available at the District's Procurement Website www.watmatters.org/procurement and www.demandstar.com. Each bidder is responsible for reviewing these documents and listing their numbers below.)

Addenda Number: _____

Questions and Answers Set Number: ___ ___ ___ ___ ___ ___ ___ ___ ___ ___

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

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 return this form.

ATTACHMENT 2
CONTRACTOR QUALIFICATION REQUIREMENTS

A. REFERENCES FOR BIDDER:

Bidder must provide a minimum of three (3) references, two (2) of which must be for projects exceeding 50 acres in size and a value of at least one hundred thousand dollars (100,000), who can verify bidder's qualifications and past performance record on projects that meet the following requirements:

- Project at substantial completion within the last fifteen (15) years.
- Successful upland ground cover restoration projects.

Required format for references is provided in this attachment. 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.

B. WORK CATEGORIES AND KEY SUBCONTRACTORS:

Each bidder must submit with its response a list of subcontractors who will perform the work in each of the following categories ("Key Subcontractors"). An English-speaking supervisor is required on-site for each Work Category shown below. List the name of the proposed subcontractor, or "Bidder" if the bidder will perform the work, after each work category:

- (1) Site Preparation and/or Maintenance-Chemical _____
- (2) Site Preparation-Mechanical _____
- (3) Mechanical Native Seed Harvest and Planting-Machine-Collection _____
- (4) Monitoring-Native and Exotic Plants _____

For each work category, bidder must provide a minimum of three (3) references that meet the minimum requirements identified on the Reference Sheets that follow.

C. LICENSES:

The bidder must identify the licensed Florida Department of Agriculture and Consumer Services (FDACS) Public Pesticide Applicators that will be assigned to be present during all chemical applications. The license must be active in the State of Florida at the time of bid. The bidder and all subcontractors performing work requiring a specialty license must be licensed in the State of Florida. Provide license information below for bidder and all subcontractors identified herein.

<u>Classification</u>	<u>Issuing Government</u>	<u>License Issue Date</u>	<u>Number</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. ORGANIZATION CHART:

Bidder must provide an Organization Chart showing bidder's Team (including the Project Manager, Resident Superintendent, foreman for each work category and Key Subcontractors) identifying specific responsibilities of bidder and Key Subcontractors.

E. MANAGER AND SUPERINTENDENT QUALIFICATIONS:

Bidder must provide resumes of its Project Manager and Resident Superintendent listing qualifications, experience, education and training. The Project Manager and Resident Superintendent must have adequate experience, generally considered as a working Project Manager and Resident Superintendent on a minimum of two (2) projects, similar in scope to this Project, within the past ten (10) years. Bidder must identify the proposed Resident Superintendent or identify key individuals within the organization that possess the minimum qualifications who may be selected by bidder to serve as this Project's Resident Superintendent in Attachment 2. The Resident Superintendent can only be substituted with another Resident Superintendent that meets the requirements of this RFB as determined by the District.

BIDDER SPECIFIC QUALIFICATIONS

BIDDER

REFERENCE FORMAT

Bidder Name: _____

Reference Details:

Business Name: _____

Contact Person: _____

Address: _____

Email Address: _____

Phone No.: _____

Project Name: _____

Project Location: _____

Project Manager: _____

Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed:

WORK CATEGORY SPECIFIC QUALIFICATIONS

SITE PREPARATION AND/OR MAINTENANCE-CHEMICAL

- Project at substantial completion within the last fifteen (15) years.
- Identified and successfully treated exotic and nuisance plant species.
- Accurately identified young and mature native plant species and selected appropriate herbicides and treatment methods to protect natives during exotic and nuisance plant species removal.

Bidder Name & Key Subcontractor Name: _____

Reference Details:

Business Name: _____

Contact Person: _____

Address: _____

Email Address: _____

Phone No.: _____

Project Name: _____

Project Location: _____

Project Manager: _____

Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

WORK CATEGORY SPECIFIC QUALIFICATIONS

SITE PREPARATION-MECHANICAL

- Project at substantial completion within the last fifteen (15) years.
- Operated tractor-driven equipment for mechanical seed bed preparation (e.g. disking, rolling, cultipacking).

Bidder Name & Key Subcontractor Name: _____

Business Name: _____

Contact Person: _____

Address: _____

Email Address: _____

Phone No.: _____

Project Name: _____

Project Location: _____

Project Manager: _____

Site Superintendent: _____

Contract Amount: _____

Date Project Commenced: _____

Date of Substantial Completion: _____

Date of Final Completion: _____

Description of Work Performed: _____

WORK CATEGORY SPECIFIC QUALIFICATIONS

MECHANICAL NATIVE SEED HARVEST AND PLANTING-MACHINE-COLLECTION

REFERENCE FORMAT

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

WORK CATEGORY SPECIFIC QUALIFICATIONS

MONITORING-NATIVE AND EXOTIC PLANTS

- Project at substantial completion within the last fifteen (5) years.
- Identified seedlings and mature native and nuisance plant species
- Set up, collected and compiled monitoring data for species cover and frequency

Bidder Name & Key Subcontractor Name: _____

Business Name: _____

Contact Person: _____

Address: _____

Email Address: _____

Phone No.: _____

Project Name: _____

Project Location: _____

Project Manager: _____

Site Superintendent: _____

Contract Amount:

Date Project Commenced: _____

Date of Substantial Completion:

Date of Final Completion:

Description of Work Performed:

**ATTACHMENT 3
CERTIFICATION
CLEAN AIR ACT/CLEAN WATER ACT**

On behalf of _____, I certify that this company/facility is not
(Name of Business)
on the EPA *Excluded Parties List System* concerning the Clean Air Act or the Clean Water Act. I further certify:

- 1) that we will not use any facility on the *Excluded Parties List System* in the performance of any nonexempt contract, grant or loan for the duration of time that the facility remains on the List.
- 2) that we will notify the DISTRICT if a facility we intend to use in the performance of the contract, grant, or loan is on the *Excluded Parties List System* or we know that it has been recommended to be placed on the *Excluded Parties List System*.
- 3) that in the performance of the contract, grant or loan, we 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.

Name of Authorized Representative

Date

ATTACHMENT 4
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Bidder certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the bidder's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace.
 - 2.2 The bidder's policy of maintaining a drug-free workplace.
 - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the bid, the employee will:
 - 4.1 Abide by the terms of the statement.
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this specific bid:

Place of Performance (Street address, city, county, state, zip code)

Company: _____

By: _____
Signature of Authorized Representative Date

**ATTACHMENT 5
BID BOND**

State of Florida

Know all men by these presents, that, _____ as Principal and _____, as Surety, are held and firmly bound unto the Southwest Florida Water Management District (District) in the sum of _____ Dollars (\$_____) (five percent (5%) of the amount bid) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The condition of this obligation is that the principal has submitted the attached Bid, dated _____ for the _____.

NOW, THEREFORE, if the principal shall not withdraw said Bid within ninety (90) days after date of opening thereof, and shall within ten (10) days from the date of Notice of Intended Award enter into a written contract with the District, in accordance with the term and conditions of the District's RFB and the Respondent's Bid, with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the District, and surety shall immediately pay the District upon demand the above sum as liquidated damages for the failure of said principal.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____, A.D., 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN PRESENCE OF:

_____	_____ (SEAL)
(Witness)	(Individual Principal)

_____	_____
Business Address	City/State/Zip Code

_____	_____ (SEAL)
(Witness)	(Individual Principal)

_____	_____
Business Address	City/State/Zip Code

(Corporate Principal or Company Name)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

_____	BY: _____ (SEAL)
Secretary	Signature of Authorized Company Official

(Title)

(Corporate Surety)

_____	_____
Business Address	City/State/Zip Code

ATTEST:

_____	BY: _____
	(Signature of Surety Official, Title)

**ATTACHMENT 6
PUBLIC ENTITY CRIMES STATEMENT**

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives; partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

BIDDER: _____
(Signature) Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201__
by _____ as _____
of _____, a _____ corporation, on behalf of
the corporation. He/she is personally known to me or has produced _____ as identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

Sample Forms Referenced in this RFB

**ATTACHMENT 7
PERFORMANCE, PAYMENT AND GUARANTY BOND**

State of _____

Bond No. _____

County of _____

KNOW ALL MEN BY THESE PRESENTS THAT _____ as
Principal, whose principal business address and telephone number are
_____,
hereinafter referred to as "Principal," and _____ as
Surety, a corporation duly existing and organized under the laws of the State of _____
having its home office in the City of _____ and licensed to do business in the State of
Florida, whose current business address and telephone number are listed as
_____,
hereinafter referred to as "Surety," are held and firmly bound unto the Southwest Florida Water
Management District, as Owner, whose address is 2379 Broad Street (U.S. 41 South), Brooksville,
Florida, 34604-6899, and whose telephone number is (352) 796-7211, hereinafter referred to as the
"District," in the sum of _____ Dollars (\$_____), as may
be increased through contract modifications, for the payment of which the Principal and Surety bind
themselves, their respective heirs, administrators, executors, personal representatives, successors and
assigns jointly and severally.

WHEREAS the Principal entered into Agreement No. _____ with the District, for the
_____ Project located in the County of _____, Florida and said
Agreement includes all Agreement designs, specifications, plans, drawings, modifications, additions,
deletions, and instruments attached together and made a part of said Agreement, hereinafter referred
to as the "Agreement," pursuant to which the Principal is to furnish, at its own cost and expense, all
necessary services, labor, materials and equipment necessary to completely perform, in a thorough
and workmanlike manner, all work contemplated under said Agreement and in accordance with the
terms of said Agreement, to (description of project improvements and address of project; owner's name
and address if not District).

NOW, THEREFORE, the conditions of this obligation are such that if the Principal:

- (i) performs all the terms and conditions of the aforementioned Agreement which is made a part of this
Bond by reference, and fulfills, in all respects, all obligations there under at the times and in the manner
prescribed in the Agreement;
- (ii) promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes,
supplying labor, materials and supplies used directly or indirectly by the Principal in the prosecution of
the work provided for in the Agreement;
- (iii) pays the District all losses, damages, expenses, costs and attorney's fees, including appellate
proceedings, incurred by the District as a result of any act, omission or default, including patent and
copyright infringements, on the part of the Principal in connection with the performance of the
Agreement;
- (iv) performs the guarantee of all work and materials furnished under the Agreement and for the time
specified in the Agreement; and,

(v) is not placed on the Convicted Vendor List or the Discriminatory Vendor List under Sections 287.133 and 287.134(2)(a), Florida Statutes, during the performance of the Agreement,

then this obligation shall be void, otherwise it remains in full force.

THE SURETY hereby agrees that any addition, deletion, alteration or modification of the Agreement, any extension of time for performance under the Agreement, any increase in price, and any other change in the Agreement, or any change in the terms and conditions of the Agreement, shall not in any way affect the obligations of the Surety on this Bond, and the Surety hereby expressly consents to, and waives notice of, any and all such change.

THIS BOND shall also be security for the performance by the Principal and Surety of the following additional covenants and obligations, and the recitals and references herein contained shall constitute a part of this Bond and obligation:

(i) Each and every person, natural and artificial, for whose benefits this Bond has been executed, as disclosed by the text of this Bond and of the Agreement shall have the same several rights of suit or action upon this Bond, as if he or they were the District herein specifically mentioned, and the obligations hereof shall be several as to the rights of said persons and of the District; provided that the notice requirements and time limitations of Section 255.05, Florida Statutes, as amended, are met;

(ii) In each and every suit brought against the Principal and Surety upon this Bond in which the Plaintiff shall be successful, there shall be assessed therein against the Principal and Surety herein, in favor of the Plaintiff therein, reasonable counsel fees, which the Principal and Surety hereby expressly agree to pay as part of the costs and expense of such suit;

(iii) In case of annulment or default of the Agreement by the Principal, there shall be assessed against the Principal and Surety herein, all expenses including legal services, incidental to collecting losses to the District under this Bond; and

(iv) This Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the District and the Principal guarantees to correct or replace for said period of one (1) year all work performed or furnished according to the terms of the Agreement, and the Principal shall make good defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the District needs to be replaced, corrected or made good during that time, the District shall so notify the Principal in writing. If the Principal refuses or neglects to do such work within five (5) days from the date of service of such notice, the District shall have the work done by others and the cost thereof shall be paid by the Principal or the Surety.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.02(2), F.S.

The effective date of this Performance, Payment and Guaranty Bond shall be concurrent with the effective date of the above referenced Agreement between the Principal and the District.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals on the date indicated above the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative pursuant to authority of its governing body or other legally binding authority.

ATTEST:

(Corporate Seal)

(Print Name of Principal)

Secretary as to Principal

BY: _____
Title:
As authorized agent for Principal

ATTEST:

(Corporate Seal)

(Print Name of Surety)

Secretary as to Surety

BY: _____
Authorized Agent for Surety

Note: Surety must provide evidence of signature authority, i.e., a certified copy of Power of Attorney.

If the Principal or Surety is a Corporation, the appropriate corporate seal must be affixed and a Certificate of Corporate Principal attached.

ATTACHMENT 8
SAMPLE AGREEMENT

AGREEMENT NO. _____

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
HÁLPATA TASTANAKI PRESERVE GROUND COVER RESTORATION PROJECT (SD33)

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 complete the Hálpata Tastanaki Preserve Ground Cover Restoration Project, 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 to the CONTRACTOR 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 and reports 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.

Project Manager for the DISTRICT:	Cyndi Gates Southwest Florida Water Management District 2379 Broad Street Brooksville, FL 34604-6899
-----------------------------------	---

Project Manager for the CONTRACTOR:	Name Company Name Address City, State, Zip Code
-------------------------------------	--

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

- 2.1 The DISTRICT'S Project Manager is hereby authorized to approve requests to extend a PROJECT task deadline set forth in this Agreement. Such approval must be in writing, explain the reason for the extension and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Project Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in Paragraph 5, Contract Period.
3. SCOPE OF 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, the Special Project Terms and Conditions, set forth in Exhibit "A," the DISTRICT'S Request For Bids 1902 ("RFB") including all Addenda, and the CONTRACTOR'S response to the RFB, which are both incorporated herein by reference and Exhibit "B", CONTRACTOR'S Progress Schedule. 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 Subparagraphs 2.1 and 3.3 herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the CONTRACTOR prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Compensation.
 - 3.1 The DISTRICT and CONTRACTOR hereby recognize the specialized subcontractor expertise of _____, as part of the PROJECT team. Both parties further agree that any changes to the PROJECT team requires prior written approval from the DISTRICT. Such approval must be in writing, explain the reason for the change and be signed by the Project Manager and his or her Bureau Chief, or Director if the Bureau Chief is the Project Manager.
 - 3.2 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.
 - 3.3 Change Orders may be issued by the DISTRICT Project Manager for additional work on an as needed basis for ancillary PROJECT services. The CONTRACTOR will provide a cost estimate and performance schedule for completing the Change Order. Upon approval of the cost estimate and performance schedule, the DISTRICT Project Manager will issue the CONTRACTOR a notice to proceed with the Change Order. The parties agree that payment for any such ancillary PROJECT services is budgeted as contingency and is not to exceed the contingency amount established by the DISTRICT. Prior to issuing a Change Order under this provision the DISTRICT Project Manager must document the reason for the Change Order and obtain written approval from all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority.
4. COMPENSATION. For satisfactory completion of the PROJECT, the DISTRICT will pay the CONTRACTOR the sum of _____ Dollars (\$_____). The DISTRICT will have no obligation beyond this amount. Payment will be made to the CONTRACTOR on a Fixed Price basis in accordance with the Schedule of Values set forth in Exhibit "C" and individual Change Orders issued to the CONTRACTOR. Payment will be made in

accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, Florida Statutes (F.S.), upon receipt of a proper invoice as defined in subparagraph 4.1. 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 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) Progress Report with the CONTRACTOR Project Manager's assessment of the PROJECT'S actual progress as compared to the Progress Schedule; and (8) Supporting documentation necessary to satisfy auditing purposes, for cost and PROJECT completion. 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 (10) 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 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 Hálpata Tastanaki Preserve Ground Cover Restoration Project agreement between the Southwest Florida Water Management District and _____ (Agreement No. _____), 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 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, engineer'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. CONTRACT PERIOD. This Agreement will be effective upon execution by all parties and will remain in effect through _____, 201_, unless terminated, pursuant to Paragraph 12 or 13 below, or Paragraph 12 of Exhibit "A," or as amended in writing by the parties.

6. 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. 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 three (3) years following completion of the PROJECT.

6.1. 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, F.S. To the extent required by Section 119.0701, F.S., 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.

- 6.2. **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 352-796-7211, ext. 5555, 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.

- 6.3. This provision shall survive the termination or expiration of this Agreement.
7. 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.
8. 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.
9. 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.
10. INSURANCE REQUIREMENT. 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. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.

- 10.1 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, with the following minimum limit and coverage:

\$1,000,000 Per Occurrence

- 10.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Bodily Injury Liability per Person	\$100,000
Bodily Injury Liability per Occurrence	\$300,000
Property Damage Liability	\$100,000
or	
Combined Single Limit	\$500,000

- 10.3 The DISTRICT and its employees, agents, and officers must be named as additional insured on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.

- 10.4 CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S. If CONTRACTOR does not carry workers' compensation coverage, 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, F.S. and a certificate of exemption from workers' compensation coverage.

- 10.5 The CONTRACTOR must deliver to the DISTRICT, prior to commencing any work under this Agreement, a Performance, Payment and Guarantee bond which is satisfactory to the DISTRICT and equal to one hundred percent (100%) of the contract amount as set forth below in Paragraph 11.

- 10.6 Professional liability (errors and omissions) insurance in a minimum amount of One Million Dollars (\$1,000,000).

- 10.7 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 within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.

- 10.8 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.

11. BONDING REQUIREMENTS. Prior to the effective date of this Agreement, the CONTRACTOR, at its sole expense, will provide the DISTRICT with a Performance, Payment and Guarantee Bond in the amount of _____ Dollars (\$_____) as security for the performance of all the CONTRACTOR'S obligations under this Agreement pursuant to the terms and conditions of Section 255.05, F.S. The bond must be in a form and with sureties that are acceptable to the DISTRICT and must provide that it will remain in full force and effect during the entire term of this Agreement, plus one (1) year from the date of acceptance of the PROJECT by the DISTRICT. The CONTRACTOR agrees to repair, replace or otherwise correct any defects in the work performed or furnished according to the terms of this Agreement which become apparent prior to the expiration of the bond. If the DISTRICT determines that any part of the PROJECT is

defective and requires repair or replacement during the lifetime of the bond, the DISTRICT will notify the CONTRACTOR of the defect in writing. If the CONTRACTOR refuses or neglects to repair, replace or otherwise correct the defect within ten (10) days from the date of receipt of such notice, the DISTRICT has the option to have the work performed or furnished by others and the cost will be paid by the CONTRACTOR or its surety.

Any increase in the Agreement amount will require the CONTRACTOR to automatically increase the Performance, Payment and Guarantee Bond to equal the revised amount of the Agreement. The CONTRACTOR must provide the DISTRICT with evidence of same prior to commencing the additional work.

12. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR will be entitled to compensation for all services provided to the DISTRICT up to the date of termination on a pro-rated basis and which are within the Scope of Work, are documented in the Budget, and are allowed under this Agreement.
13. 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 thirty (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. In addition to the above, the DISTRICT may terminate this Agreement in accordance with Paragraph 12 of Exhibit "A."
14. 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 (3) business days prior to the interview or press release.
15. ASSIGNMENT. Except as otherwise provided in this Agreement, 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.
16. 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.
17. EMPLOYMENT OF FLORIDA RESIDENTS. In accordance with Section 255.099, F.S., CONTRACTOR must give preference to the employment of Florida residents in the performance

of the work on this PROJECT if Florida residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term substantially equal qualifications means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons. CONTRACTOR must contact the Agency for Workforce Innovation (www.floridajobs.org) to post the CONTRACTOR'S employment needs in Florida's job bank system. This Section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

18. EMPLOYMENT ELIGIBILITY VERIFICATION. The CONTRACTOR must utilize the U.S. Department of Homeland Security's Employment Verification (E-Verify) Program to verify the employment eligibility of CONTRACTOR employees performing work directly associated with this Agreement in accordance with the terms and conditions applicable to the E-Verify Program. If the CONTRACTOR uses subcontractors to furnish services directly associated with this Agreement, performed in the United States, in an amount greater than \$3,000, the CONTRACTOR must include the requirements of this provision (appropriately modified for identification of the parties) in each subcontract. Information on registration for and use of the E-Verify Program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
19. 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.
20. 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.
21. 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, F.S. 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, F.S. This provision shall survive the termination or expiration of this Agreement.
22. DRUG-FREE WORKPLACE. Prior to the commencement of any work by the CONTRACTOR pursuant to the terms of this Agreement, the CONTRACTOR must provide the DISTRICT with written certification that it has implemented a drug-free workplace program in accordance with

Subsection 440.102(15), F.S., and provide the DISTRICT with the written certifications from any subcontractors to which the provisions of Subsection 440.102(15), F.S., also apply.

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. Invoice documentation submitted to the DISTRICT under this Agreement must include information relating to the amount of expenditures made to disadvantaged businesses by the CONTRACTOR in relation to this Agreement, to the extent the CONTRACTOR maintains such information.
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 Subsections 287.133(2) and (3), F.S., 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, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, 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. CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.
27. DISCRIMINATION. Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By signing this Agreement, CONTRACTOR warrants that it is not currently on the discriminatory vendor list and that it has not been placed on the discriminatory vendor list in the past 36 months. CONTRACTOR further agrees to notify the DISTRICT if placement on this list occurs.
28. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, F.S., 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 \$1 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 Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this Agreement, the 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 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 CONTRACTOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

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 in writing, signed by all parties to this Agreement.
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 Exhibit "A," then to the DISTRICT'S RFB, then to the CONTRACTOR'S response to the RFB, then to Exhibit "B", then to Exhibit "C", and then to Exhibit "D".

Exhibit "A" Special Project Terms and Conditions
Exhibit "B" CONTRACTOR'S Progress Schedule
Exhibit "C" CONTRACTOR'S Schedule of Values
Exhibit "D" Sample Forms
DISTRICT'S RFB 1902
CONTRACTOR'S response to RFB 1902

The remainder of this page has been 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

FULL NAME OF CONTRACTOR

By: _____
Name, Title Date
Authorized Agent for Company

AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
HÁLPATA TASTANAKI PRESERVE GROUND COVER RESTORATION PROJECT (SD33)

DISTRICT APPROVAL	INITIALS	DATE
LEGAL	_____	_____
RISK MGMT	_____	_____
CONTRACTS	_____	_____
BUREAU CHIEF	_____	_____
DIRECTOR	_____	_____
GOVERNING BOARD	_____	_____

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. During construction of the PROJECT the CONTRACTOR will keep a competent superintendent on the PROJECT site who is authorized to represent the CONTRACTOR in CONTRACTOR'S absence. The CONTRACTOR will maintain an office, off site, staffed by an employee of the CONTRACTOR, who has the ability to reach the CONTRACTOR in case of emergency during regular DISTRICT business hours (0800 - 1700, Monday through Friday). Answering services and mechanical telephone answering machines are not an acceptable substitute.
3. Prior to commencing work the DISTRICT and CONTRACTOR will mutually agree upon the location of parking, material storage, dumpster, restroom and concrete wash out areas. Upon completion, the CONTRACTOR will restore all disturbed areas to their original condition.
4. All persons entering the PROJECT area on behalf of the CONTRACTOR will adhere to posted speed limits and traffic patterns.
5. Foul/offensive language will not be permitted; harassment of any type will not be permitted; firearms, other than power actuated devices are NOT PERMITTED at the PROJECT site. This includes bow and arrow.
6. One Notice to Proceed will be issued by the DISTRICT as follows:
 - 6.1 Notice to Proceed with Construction. This notice pertains to mobilization and construction. Under no circumstances will this notice be issued until all necessary permits are obtained.
 - 6.2 Any costs, direct or indirect, arising out of or resulting from a delay in the Notice to Proceed with Construction, 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. 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. Walkways and work areas must remain clean and unobstructed at all times.
 - 7.1 The DISTRICT'S Project Manager may, without prior notice, inspect work sites to ensure compliance with the terms and conditions of the Agreement and with safety and health standards and requirements. In the event the CONTRACTOR fails to comply with health and safety standards or requirements, the DISTRICT'S Project Manager may issue an order stopping all or any part of the work. Claims by the CONTRACTOR for additional

compensation related to a stop work order will not be considered or accepted by the DISTRICT. Any costs, direct or indirect, arising out of or resulting from the stop work order, will be the responsibility of the CONTRACTOR.

- 7.2 The CONTRACTOR must: i) immediately report to the DISTRICT'S Project Manager any work-related illness or injury which requires more than first aid treatment, or any loss or damage to DISTRICT property, ii) develop and post in the construction area a list of emergency phone numbers, iii) prior to commencement of the work, make provisions for prompt medical attention in case of serious injury; and iv) provide a standard first aid kit in a location readily accessible by all persons.
- 7.3 All construction employees must be suitably dressed for protection against injury. Hard hats are required and must be used in all construction areas during the course of work activity.
8. 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 passage ways, 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.
9. 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, 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 initiation of a Change Order and the CONTRACTOR agrees to remedy such flaws at its own expense.
10. The DISTRICT may order extra work or request changes by altering, adding to, or deducting from the original Scope of Work or Final Plans via written Change Order agreed to by both parties. The compensation shall be adjusted accordingly. When requested by the DISTRICT'S Project Manager, the CONTRACTOR will submit a cost and performance proposal for changes in the work within 15 workdays after receipt of the request. The proposal will include an itemized breakdown for labor, materials, equipment and the time considerations for completing the change. 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 adjusted at the time of ordering such change. In giving instructions, the DISTRICT'S Project Manager will have authority to make minor changes in the work, not involving extra time or cost, and not inconsistent with the purpose of the work.
11. 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, lock-outs, 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.

12. If the CONTRACTOR should be adjudged bankrupt, or if CONTRACTOR should make a general assignment for the benefit of CONTRACTOR'S creditors or declare insolvency, or if CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases in which extension of time is provided, to supply enough properly skilled labor or proper material, or if CONTRACTOR should fail to make prompt payment to subcontractors or for material or labor, or disregard laws, ordinances or the instructions of the DISTRICT'S Project Manager, or otherwise be guilty of a substantial violation of any provision of this Agreement, then the DISTRICT, upon certification by the DISTRICT'S Project Manager that sufficient cause exists to justify such action, may without prejudice to any other right or remedy, and after giving the CONTRACTOR seven (7) days written notice, terminate the employment of the CONTRACTOR, take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case, the CONTRACTOR will not be entitled to receive any further payment until the work is completed pursuant to the terms and conditions of the Agreement. If the unpaid balance of the contract price exceeds the expense of completing the work, including compensation for additional material and administrative services, such excess will be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR will pay the difference to the DISTRICT. The DISTRICT'S Project Manager will certify the damage and expenses incurred by the DISTRICT as a result of the CONTRACTOR'S default.
13. If the work should be stopped under an order of any court, or other public authority for a period of three (3) months, through no act or fault of the CONTRACTOR or of anyone under the CONTRACTOR'S control, then the CONTRACTOR may, upon giving seven (7) days written notice to the DISTRICT, stop work and recover from the DISTRICT payment for all work completed to date in accordance with this Agreement. The DISTRICT will have the option of suspending or terminating the Agreement.
14. In the case of termination of the Agreement before PROJECT completion, for any cause whatever, the CONTRACTOR, if 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.
15. The DISTRICT will have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or such portions may not have expired. However, such possession and use will not be deemed an acceptance of any work not completed in accordance with this Agreement. If such prior use increases the cost or delays the work, the CONTRACTOR may be entitled to such extra compensation, or extension of time, or both, as determined by the sole discretion of the DISTRICT'S Project Manager.
16. The CONTRACTOR will invoice the DISTRICT for progress made in each activity in accordance with the Schedule of Values attached hereto as Exhibit "C".
17. 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 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 its General or Excavation and Underground Utilities Contractor's license 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.

18. The DISTRICT'S Project Manager will recommend final acceptance of the work performed pursuant to the PROJECT when it is completed and finished in all respects in accordance with the Agreement, including all its attachments. Final inspection will not be made until the PROJECT work is ready for beneficial use or occupancy. The CONTRACTOR will notify the DISTRICT'S Project Manager in writing fifteen days prior to the date on which the work will be ready for final inspection. Should it develop that the work installed does not justify such inspection at that time, or that the character of materials or workmanship is such that reinspection is found necessary, the cost of such reinspection including the salary, traveling expense and other expenses of the inspector(s) will be borne by the CONTRACTOR and will be deducted from any money due the CONTRACTOR.

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EXHIBIT "E"
SAMPLE FORMS

**AFFIDAVIT
FOR THE
HÁLPATA TASTANAKI PRESERVE GROUND COVER RESTORATION PROJECT (SD33)**

STATE OF FLORIDA
COUNTY OF _____

Before me, the Undersigned Authority, authorized to administer oaths and take acknowledgment, personally appeared _____, who, after being first duly sworn, upon oath deposes and says that all, laborers, material men, material suppliers, subcontractors and lienors contracting directly or indirectly with or directly employed by (him, them, it) have been paid in accordance with the provisions of the Local Government Prompt Payment Act and that all taxes imposed by Chapter 212 Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged, and that all bills, wages, fees, claims and other charges incurred by _____

_____ in connection with the construction of _____

_____ have been paid in full or is recited as unpaid herein.

WITNESSES:

Signed _____
By _____

SWORN AND SUBSCRIBED TO BEFORE ME THIS ____ Day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

**FINAL RELEASE OF LIEN
FOR THE
HÁLPATA TASTANAKI PRESERVE GROUND COVER RESTORATION PROJECT (SD33)**

KNOWN TO ALL MEN BY THE PRESENTS, that _____
for and in consideration of the sum of _____ (\$ _____)
by the Southwest Florida Water Management District, Brooksville, State of Florida, receipt of which is hereby
acknowledged, except the sum of _____ representing the
total unpaid balance under the Contract, do hereby release and quitclaim to said District, and the Owner, its
successors or assigned, all liens, lien right, claims or demands of any kind whatsoever which
_____ now has or might have against the property, building, and
improvements, on account of labor performed, material furnished, or for any incidental expense for the
construction of _____.

Thereon or in otherwise improving said property situation as above described.

IN WITNESS WHEREOF, I, _____

have hereunto set my hand and seal, this _____ day of _____, _____.

WITNESS:

OFFICER:

_____ (SEAL)

SWORN AND SUBSCRIBED TO BEFORE ME THIS _____ day of _____, _____.

Notary Public, State of Florida at Large

My Commission Expires: _____

**CONSENT OF SURETY COMPANY TO FINAL PAYMENT
FOR THE
HÁLPATA TASTANAKI PRESERVE GROUND COVER RESTORATION PROJECT (SD33)**

PROJECT: HÁLPATA TASTANAKI PRESERVE GROUND COVER RESTORATION PROJECT, MARION
COUNTY, FLORIDA

TO: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

CONTRACT FOR: HÁLPATA TASTANAKI PRESERVE GROUND COVER RESTORATION PROJECT

CONTRACT DATE: _____

CONTRACTOR: _____

_____ SURETY COMPANY, on bond of

(name and address of Contractor)

CONTRACTOR hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to

(name and address of Owner)

OWNER, as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

_____ the Surety

Company has hereunto set its hand this _____ day of _____, 201__.

Surety Company

Attest: _____

Signature of Authorized Representative

Seal:

Title

Southwest Florida Water Management District Daily Progress Report

Project Name: Hálpata Tasthanaki Preserve Ground Cover Restoration	
Work Date:	
Certified Applicator Name:	FDACS License #:

Field Supervisor(s) must document their Restricted Pesticide Certification # with their name.

Treatment Site #	% or acres of Treatment Area Completed	Targeted species	Herbicide Name/Formulation	Gallons of Herbicide applied	Rate %

Comments (contractor or site manager): _____

Contractor Representative: _____ Site Manager: _____

Print Name: _____ Print Name: _____