NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

INVITATION TO BID NO. 19B-011

WILLIFORD SPRING HURRICANE REPAIR PROJECT

The Northwest Florida Water Management District (District), 81 Water Management Drive, Havana, FL 32333, is soliciting sealed bids for the Williford Spring Hurricane Repair Project located in Washington County, Florida. This work will entail repairing damage to boardwalks, railings, and a floating dock that were damaged by Hurricane Michael.

The deadline for submission of bids is 2:00 P.M. Eastern Time (ET), Monday, September 9, 2019. The opening of bids is open to the public and will be at District headquarters (U.S. Highway 90, 10 miles west of Tallahassee, FL). Provisions will be made to accommodate the handicapped (if requested) provided the District is given at least 72 hours advance notice. All bids must conform to the instructions in the Invitation to Bid (ITB) and comply with applicable Florida Statutes. Interested parties may obtain a copy of the complete ITB package and construction plans from the District's website (http://www.nwfwater.com). A copy of the complete ITB package may be obtained from the State of Florida's Vendor Bid System website at http://www.myflorida.com/apps/vbs/vbs_www.main_menu. A copy of the complete ITB package can also be obtained at the above address or by calling (850) 539-5999.

There will be a **mandatory pre-bid conference and tour** at the Williford Spring Recreation Area on **Tuesday, August 20, 2019, 10:00 A.M. – 12:00 P.M. Central Time (CT)**. Williford Spring Recreation Area is located off Highway 20, approximately eight miles west of the US 231/Highway 20 intersection in Youngstown, FL. If coming from the east, turn right (north) onto Strickland Road and continue approximately one mile to the recreation area on the right. **Prospective respondents to the ITB must attend the mandatory pre-bid conference and tour to be considered.** The purpose of the conference and tour is to gather any technical or administrative questions regarding this bid package and the work to be performed.

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PART 1 GENERAL INFORMATION

1.1 DEFINITIONS

For the purpose of this bid, "respondent or bidder" means contractor, vendors, consultants, organizations, firms, companies, or other persons submitting a response to this Invitation to Bid.

1.2 PURPOSE

The Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333, (hereinafter referred to as the "District") is issuing this Invitation to Bid (ITB) for the project titled **"WILLIFORD SPRING HURRICANE REPAIR PROJECT."**

1.3 ISSUING OFFICE, DATE AND LOCATION OF OPENING

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

THE DISTRICT MUST RECEIVE ALL BIDS BY
2:00 P.M. ET, MONDAY, SEPTEMBER 9, 2019,
THE DAY OF THE PUBLIC OPENING.

1.4 INVITATION TO BID

The District solicits bids for services of a responsive Florida Licensed Contractor to construct the Williford Spring Hurricane Repair Project located in Washington County, Florida. This work will entail repairing damage to boardwalks, railings and a floating dock that were damaged by Hurricane Michael. The contractor shall furnish all materials, labor and equipment, tools, incidentals, transportation, insurance, bonding, and all services necessary for the completion of this project.

1.5 AWARDING OF BID

The District anticipates entering into a contract with the bidder who submits a qualified responsive bid judged by the District to be the lowest cost for the specified services.

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

The District reserves the right to reject any and all bids, to negotiate with the qualified contractor submitting the lowest responsive bid, to waive any informalities of a minor nature, and to solicit and re-advertise for other bids. Mistakes clearly evident on the face of the bid documents, such as

computation errors, may be corrected by the District. Per section 255.0991, F.S., the District has no regulation that provides contractor preference as described in this statute; therefore, no local preference will be applied to respondents to this Invitation to Bid.

All bids may be subject to the approval of the Northwest Florida Water Management District Governing Board at a duly noticed Board meeting.

Notice of a bid award shall be posted to the District's website and the State of Florida's Vendor Bid System website. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes.

1.6 DEVELOPMENT COSTS

The District shall not be responsible or liable for any expenses incurred in connection with the preparation of a response to this bid. Respondents should prepare the bid simply and economically, to provide a straightforward and concise description of the respondent's ability to meet the requirements of the bid.

1.7 MANDATORY PRE-BID CONFERENCE

There will be a **mandatory pre-bid conference and tour** at the Williford Spring Recreation Area on **Tuesday, August 20, 2019, 10:00 A.M. – 12:00 P.M. CT**. The Williford Spring Recreation Area is located off Highway 20, approximately eight miles west of the US 231/Highway 20 intersection in Youngstown, FL. If coming from the east, turn right (north) onto Strickland Road and continue approximately one mile to the recreation area on the right. **Prospective respondents to the ITB must attend the mandatory pre-bid conference and tour to be considered.** The purpose of the conference and tour is to gather any technical or administrative questions regarding this bid package and the work to be performed.

1.8 INQUIRIES

All questions regarding this ITB shall be provided in writing and emailed to the Project Procurement Officer, Tyler Macmillan: Tyler.Macmillan@nwfwater.com **no later than 2:00 P.M. ET on Thursday, August 22, 2019**. Inquiries shall reference the date of the ITB opening and ITB title and number.

The District will post any addenda(s) and answers to substantive questions on its website and on the State of Florida's Vendor Bid System website at least 10 calendar days before the bid opening date (see PART 1, *Section 1-12 Addenda*). Firms are responsible to check the District's website or State of Florida's Vendor Bid System website for addenda.

1.9 TIMETABLE

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

A. On **Tuesday, August 6, 2019,** the District issues the Invitation to Bid.

B. From **Tuesday, August 6, 2019 to 2:00 P.M. ET on Thursday, August 22, 2019**, the District will receive written inquiries on the ITB (received by email).

C. On **Tuesday, August 20, 2019, from 10:00 A.M. – 12:00 P.M. CDT,** a mandatory pre-bid conference and tour will be held at Williford Spring Recreation Area.

D. The District must receive the bids by the **2:00 P.M. ET opening time on Monday, September 9, 2019**.

E. From opening time, the District will review and evaluate the bids on a timely basis.

F. The District may enter into a contract with the lowest qualified responsive bidder after conducting negotiations and obtaining appropriate approvals.

1.10 DELAYS

The District may delay scheduled due dates if it is to the advantage of the District to do so. The District will notify respondents of all changes in scheduled due dates by posting the information to the District's website and State of Florida's Vendor Bid System website.

1.11 BID SUBMISSION AND WITHDRAWAL

The respondent may submit the bid in person or by mail to this address:

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

Please be advised that mail delivery to the District is not always by 2:00 P.M. ET.

Respondents shall submit **two (2) copies** of the bid in a sealed, opaque envelope or box. **The face of the envelope or box shall state in capital letters:**

"SEALED BID ITB 19B-011, WILLIFORD SPRING HURRICANE REPAIR PROJECT TO BE OPENED MONDAY, SEPTEMBER 9, 2019, 2:00 P.M. EASTERN TIME (ET) AT THE HEADQUARTERS OF THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT."

The sealed envelope or box shall also include the respondent's name and business address. **Bids received by the bid submission deadline but not properly sealed and marked shall not be considered.** Receipt of a bid by any District office or personnel other than the District receptionist or the Agency Clerk, at the headquarters office located at 81 Water Management Drive, does not constitute "delivery" as required by this ITB.

Respondents who utilize courier service packing and shipping materials shall place the bids in a **sealed and labeled** envelope or box inside the courier-supplied shipping materials. Courier service delivery shall use the same address listed previously in this section.

It is the respondent's responsibility to ensure that his/her bid submission is delivered at the proper time and place of the opening. Proposals that are for any reason received after the established deadline will not be considered. Submittal of Proposals by telegram, telephone, e-mail, or fax shall not be accepted. Telephone confirmation of timely receipt of the bid may be made by calling (850) 539-5999 and asking for the Agency Clerk before the bid opening time.

A respondent may withdraw a bid by notifying the District in writing at any time prior to the opening. Respondents may withdraw bids in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the District and will not be returned to the respondents.

All bids must be made on the required **Bid Sheet and Bidder Acknowledgement** Form (Attachment B of this ITB). All blank spaces for bid prices must be filled in, in ink or typewritten, and the **Bid Sheet and Bidder Acknowledgement** Form must be fully completed and executed when submitted. The District may waive any informalities or minor defects or reject any and all bids.

Respondents must satisfy themselves of the accuracy of their response in the **Bid Sheet and Bidder Acknowledgement** Form by examination of the criteria and specifications including addenda. After bids have been submitted, respondents shall not assert that there was a misunderstanding concerning the number or type of parameters nor the accuracy required of each parameter.

Bids received by the District in response to this ITB will become a public record (unless an exemption to Florida's Public Records Law applies) when the District provides notice of its intended decision or 30 days after opening the bids, whichever is earlier. If the District rejects all bids and concurrently provides notice of its intent to reissue the ITB, the rejected bids remain exempt from Florida's Public Records Law until such time as the District provides notice of an intended decision concerning the reissued ITB or until it withdraws the reissued ITB. A bid is not exempt for longer than 12 months after the initial notice rejecting all bids.

Bids will be made available for inspection at the time the District posts notice of its decision or intended decision concerning contract awards or 30 days after the bid opening, whichever is earlier.

1.12 ADDENDA

If addenda become necessary, the District will provide written addenda and post addenda on the District's website and on the State of Florida's Vendor Bid System website at least ten (10) calendar days before the bid opening date. Prospective bidders are responsible for determining whether addenda have been issued and are advised to check the websites or with the District's Procurement Officer prior to submitting their bid.

Submission of a bid constitutes acknowledgment of receipt of all addenda. Bids will be construed as though all addenda have been received. Failure of the Respondent to obtain any addenda does not relive Respondent from any and all obligations under the bid, as submitted. All addenda become part of the Agreement.

1.13 EQUAL OPPORTUNITY

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, sex, or disability. It is the policy of the District to ensure that qualified respondents wishing to participate in the procurement process have the maximum opportunity to compete and perform on District contracts and purchases.

The District encourages participation by minority-, veteran-, and women-owned Certified Business Enterprises and requests that firms submit evidence of such designation with their Proposal. For further information on designation as a certified business enterprise, visit www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd/get_certified. A vendor registration form is included in this ITB package (Attachment F).

1.14 CONVICTED VENDORS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.15 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

1.16 SCRUTINIZED COMPANIES, BOYCOTTING

Pursuant to s. 287.135, F.S., a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the District for goods or services of:

(1) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S., or is engaged in a boycott of Israel; or

(2) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

   a. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

   b. Is engaged in business operations in Cuba or Syria.

By submitting a response, the respondent certifies that it is not currently on the aforementioned lists or engaged in such business operations and agrees to notify the District if placement on one of these lists occurs or the contractor engages in such business operations. If the respondent submits a false certification, the District may terminate the Agreement and bring a civil action against the respondent, as provided for in s. 287.135, F.S.

1.17 INSPECTOR GENERAL COOPERATION

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

1.18 COMPLIANCE WITH HEALTH AND SAFETY REGULATIONS

The bidder shall comply with all applicable federal, state and local rules and regulations in providing services to the District. This requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations.

1.19 INSURANCE

The respondent, if awarded a contract, shall maintain insurance coverage. In the event a contract is awarded to a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract.

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than $1,000,000 per occurrence; $1,000,000 per occurrence for personal injury; and $1,000,000 for property damage; Automobile Liability, with combined single limit of not less than $1,000,000; Workers Compensation and Employers Liability, with limits not less than $1,000,000 for each accident for Bodily Injury by Accident, $1,000,000 policy limit and $1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for thirty (30) days' notice to the District of cancellation or any material change in the terms of the insurance policies.

1.20 PROHIBITED CONTACT

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

1.21 PROTESTS

If a potential respondent protests any provisions of this ITB, a notice of intent to protest shall be filed with the District in writing within 72 hours after the posting of the Invitation to Bid on the District's website. **"Failure to file a protest within the time prescribed in Section 120.57(3), F.S or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S."**

1.22 CHALLENGE OF DISTRICT'S INTENT TO AWARD CONTRACT

If a respondent intends to protest the District's intent to award or notice of an award of a contract(s), the notice of intent to protest must be filed in writing within 72 hours after posting of a notice of intent to award a contract(s) and the respondent shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2) (c), Florida Statutes.

Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. More specifically, **"Failure to file a protest within the time prescribed in Section 120.57(3), F.S or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, F.S."**

1.23 PUBLICITY

The respondent shall obtain prior approval of the District for all news releases or other publicity pertaining to this bid or the service or any project to which it relates.

1.24 WAIVER OF MINOR IRREGULARITIES

The District may waive minor irregularities in proposals received where such is merely a matter of form and not substance. Minor irregularities are defined as any deviation from a mandatory requirement of the ITB that, if waived, will not have an adverse effect on the District's interest and will not give a respondent an advantage or benefit not enjoyed by the other respondents. The District is not required to waive a minor irregularity and has the sole discretion to determine whether a minor irregularity should be waived.

PART 2 SCOPE OF SERVICES

2.1 WILLIFORD SPRING HURRICANE REPAIR

A. The Williford Spring Hurricane Repair Project ("Project") will result in restoration of the existing boardwalk system (including any and all damaged pilings, mono-piles, railings, decking, joists, handrails, hardware, and all other components of the boardwalk system, and the floating dock) at the Williford Spring Recreation Area to pre-Hurricane Michael conditions. In an effort to expedite an efficient repair process, the original design plans for these features that were constructed in 2015 will be utilized for all aspects of the Project. **PLEASE NOTE THAT ONLY THOSE PORTIONS OF THE CONSTRUCTION PLANS THAT APPLY TO THE BOARDWALK AND FLOATING DOCK AREAS TO BE REPAIRED AND THE LANDSCAPE PLANS (IF IMPACTED BY THE CONTRACTOR) APPLY TO THIS PROJECT. ALL SHEETS AND/OR CONSTRUCTION SPECIFICATIONS WITHIN THE CONSTRUCTION PLAN PACKAGE THAT DO NOT APPLY TO THE PROJECT SCOPE SHOULD BE DISREGARDED.**

B. The selected Contractor ("Contractor") shall furnish all materials, labor and equipment, tools, incidentals, transportation, insurance, bonding, and all services necessary for the completion of this Project.

C. Williford Spring Recreation Area is a public recreation site within the Econfina Creek Water Management Area. The site will be closed to the public during the Project timeframe. The Contractor will be responsible for posting appropriate construction site closure and "No Trespassing" signs. The Contractor will be responsible for all site security and may place a temporary residence (RV/Motorhome, etc.) and/or construction trailer, equipment storage lockers, etc., as needed, within the existing parking lot. There is no electricity, running water, or sewage disposal within the project area. There are two composting toilets that will remain operational and will be maintained by the District throughout the duration of the project, and which may be used by the Contractor.

D. If needed, equipment access to the boardwalk repair areas may be developed by the Contractor on the eastern side of the site (left side of boardwalk and restrooms when looking from parking lot). No equipment will be allowed to access the western portion of the site (right side of boardwalk and restrooms when looking from parking lot). Clearing of vegetation and hurricane debris will be needed to develop an equipment access route, which shall be the responsibility of the contractor. All debris cut and cleared by the Contractor for an equipment access route must be removed from the Project site and disposed of in a properly permitted disposal area. If an equipment access route is established by the Contractor, restoration of the areas impacted by the access route shall be accomplished in accordance with the vegetation specifications contained in sheets LS 10 and LS 13.

E. All trees and debris cut or moved from the boardwalk or immediate surrounding area to facilitate the specified boardwalk repairs may be cut and left in place but may not be piled.

F. The contractor shall regularly remove and properly dispose of all solid waste, construction debris and waste and all other garbage, trash, and refuse generated by the Project and shall not allow for piles of such materials to remain onsite.

G. The Contractor shall be responsible for securing all state, federal, and local building and environmental permits that are necessary for completion of the Project.

H. All specifications, terms and conditions of the attached Agreement (Attachment C) shall apply.

I. The Contractor shall complete all work within 120 calendar days after receipt of a Notice to Proceed, which shall not be issued prior to October 1, 2019.

2.2 CONSTRUCTION PLANS (Please refer to Attachment A)

PART 3 BID REQUIREMENTS

3.1 RULES FOR BIDS

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

B. **Two copies** of each bid must be submitted in a properly marked envelope/package. It is the bidder's responsibility to ensure that his/her bid is delivered at the proper time and place of the opening. Bids that for any reason are not so delivered may not be considered. **Bids submitted by fax, telegram, telephone or other electronic means will not be acceptable.** See PART 1, *Section 1-11 Submission and Withdrawal* of this ITB for further details.

C. All bids shall be completed and submitted on the attached **Bid Sheet and Bidder Acknowledgement** form (Attachment B) and must be accompanied by any other documentation required as part of this bid proposal. Additionally, all bidders shall furnish evidence of its qualifications by submitting the following information and documents with their bids:

1. Firm(s) name and business address. Firm(s) name and business address of subcontractors (if any) who may be utilized to provide services to the District under this ITB.

2. Provide evidence that all firms proposing to perform work on this project are licensed to conduct business in the State of Florida.

3. A minimum of three (3) client references including the client name, address, telephone number and contact, for whom the firm(s) have performed similar work in the past.

4. Identification of known or potential for conflict(s) of interest in performing the tasks requested herein.

5. Other materials or information that would assist the District in evaluating the bid.

6. A summary of any pertinent litigation filed against the firm during the last three years.

7. If applicable, a statement of the firm's status as a designated or certified minority.

8. Provide copies of your current insurance coverage/limits.

D. The District is not subject to Florida sales tax or to any federal excise taxes on all sales made **directly** to the District, and neither shall be included in the bid price.

E. Any transportation or other charges incurred in the delivery of products or services as specified must be included in the bid price.

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

G. The award hereunder is subject to Chapter 112, Florida Statutes. All bidders shall disclose with their bids the name of any officer, director, board member or agent who is also an employee of the State of Florida, or any of its agencies. Further, all bidders shall disclose the name of any state employee or any board member or employee of the District who owns directly or indirectly an interest of five percent (5%) or more in the bidder's firm, subsidiaries or branches.

H. Submit a Bid Bond Form provided by a surety company or certified check in lieu of a surety bond.

I. Submit completed **Vendor Registration Form** (Attachment D) and **W-9** (Attachment E) and include both in your package. These may be omitted if the Respondent has previously registered as a Vendor with the District and is in active status, including submission of the W-9.

3.2 BID BOND

Each bid must be accompanied by a bid bond payable to the District for five percent (5%) of the total amount of the bid. After the bid prices have been evaluated, the District will return the bid bonds for all bids but the three lowest qualified bids. When the Agreement is executed, the bonds of the remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the performance bond has been executed and approved, after which the bid bond will be returned. A certified check may be provided to the District in lieu of a bid bond and should be made payable to: "NWFWMD."

Attorneys-in-fact who sign bid bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney. **IMPORTANT** - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended, see https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm) and be authorized to transact business in the state where the project is located.

3.3 PERFORMANCE BOND

A performance bond in the amount of twenty-five percent (25%) of the contract price, with a corporate surety approved by the District, will be required for the faithful performance of the contract. A certified Cashier's Check may be provided to the District, in lieu of a performance bond, made payable to: "NWFWMD."

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

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary agreement and bond forms. In case of failure of the bidder to execute the agreement, the District may at its option consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the District.

The successful bidder shall supply the names and addresses of major material suppliers and sub vendors when requested to do so by the District.

PART 4 EVALUATION OF BIDS

4.1 EVALUATION METHOD AND CRITERIA

The contract will be awarded in the best interest of the District, based on the lowest estimated total cost to the District from those bids submitted by contractors considered qualified by the District and able to perform the work in the time allowed as described in this ITB. The District anticipates awarding the contract to the bidder that meets the following criteria:

A. Contractor must have attended the mandatory, pre-bid conference as required in PART 1, *Section 1.7 Mandatory Pre-bid Conference*,

B. Contractor submits a qualified responsive bid judged by the District to be the lowest cost for the specified services.

C. If two or more bids are tied, the tie will be broken by the respondent earning the most points from the following, each being assigned one point for a total of up to three points: (1) to the respondent that certifies compliance with s. 287.057(11), F.S., as a certified minority

business enterprise; (2) to the respondent that certifies compliance with s. 295.,187(4), F.S., as a certified veteran's business enterprise; (3) to the respondent that certifies compliance with s. 287.087, F.S., having implemented a Drug-Free Workplace program; and (4) being a respondent university in the State University System pursuant to s. 373.63, F.S. if there is still a tie, the tie will be broken by lot (for example, coin toss).

PART 5 DRAFT AGREEMENT

Please see the attached draft Agreement (Attachment C). This agreement is subject to change subsequent to administrative legal review.

PART 6 VENDOR CHECKLIST

Please review the checklist for this bid (ITB No. 19B-011) to ensure that you have properly followed the instructions. Many bids and proposals are rejected because the respondent simply failed to comply with required preparation and submission requirements.

☐ Have you performed a final review of your bid to ensure you included all required documentation?

☐ Have you completed and signed the **Bid Sheet and Bidder Acknowledgment Form** (Attachment B) for the **Williford Spring Hurricane Repair Project** and included it in your package?

☐ Have you verified all amounts and calculations to ensure that they are complete and accurate?

☐ Have you completed the **Vendor Registration Form** (Attachment D) and **Tax Form W-9** (Attachment E) and included them in your package? These documents may be omitted if your company is already a registered Vendor with the District and the District has your W-9 Form on file.

☐ Have you provided evidence of your Minority Business designation, if applicable? Please attach any pertinent documents to the Invitation to Bid package.

☐ IS YOUR ENVELOPE PROPERLY MARKED? See PART 1, *Section 1-11 Bid Submission and Withdrawal* of this ITB for further details. All incoming correspondence is opened when received unless properly marked for a specified opening date and time. If your bid is opened prior to the designated date and time, it cannot be considered.

☐ Have you selected the method of shipping that will ensure that your response will arrive before the deadline? Responses received after the date and time specified **will not** be considered.

The following additional information and documents must be included and attached to your final bid:

☐ Copies of your current insurance coverage and limits.

☐ Bid Bond of five percent (5%) of bid amount as described in PART 3, *Section 3-3 Bid Bond*.

☐ Signed Bid Bond Form provided by a surety company, or certified check in lieu of a surety bond.

☐ Completed and signed Certification Regarding Lobbying (Attachment F)

☐ If a conflict of interest exists as described in Part 3, *Section 3-1, Rules for Bids*, have you included a statement of disclosure?

ATTACHMENT A

WILLIFORD SPRING HURRICANE REPAIR
CONSTRUCTION PLANS

The construction plans may be downloaded from the NWFWMD website at:

http://www.nwfwater.com/Business-Finance/Bids-Contracts

PLEASE NOTE THAT ONLY THOSE PORTIONS OF THE CONSTRUCTION PLANS THAT APPLY TO THE BOARDWALK AND FLOATING DOCK AREAS TO BE REPAIRED AND THE LANDSCAPE PLANS (IF IMPACTED BY THE CONTRACTOR) APPLY TO THIS PROJECT. ALL SHEETS AND/OR CONSTRUCTION SPECIFICATIONS WITHIN THE CONSTRUCTION PLAN PACKAGE THAT DO NOT APPLY TO THE PROJECT SCOPE SHOULD BE DISREGARDED.

ATTACHMENT B

BID SHEET AND BIDDER ACKNOWLEDGMENT FORM

BID SHEET AND BIDDER ACKNOWLEDGMENT

The undersigned bidder declares that he/she has carefully examined the bidding documents entitled: **"WILLIFORD SPRING HURRICANE REPAIR, Bid Number 19B-011"**, and submits the following bid:

ITEM	DESCRIPTION	COST*
1	Mobilization	$
2	Bonds and Insurance	$
3	Sediment and Erosion Controls	$
4	Clearing, Grubbing and Demolition including Tree Removal	$
5	Boardwalk and railing repairs	$
6	Floating Dock Repairs	$

BASE BID LUMP SUM BID FOR WILLIFORD SPRING HURRICANE REPAIR PROJECT **$_____**

*All costs include safety measures for compliance with the Trench Safety Act (Florida Statutes, Ch. 553) and all other materials and construction activities necessary to complete work specified in the Scope of Services.

I certify that this bid is made without subsequent understanding, agreement or connection with any corporation, firm, or person submitting a bid for the work described herein and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Bidder and that the Bidder is in compliance with all requirements of the Invitation to Bid.

I, the undersigned, having read Parts 1 through 6 of this Invitation to Bid, BID NUMBER 19B-011, and the attached draft *"Williford Spring Hurricane Repair Agreement"*, and having a comprehensive understanding of all provisions, rules, requirements, restrictions, etc. contained herein, agree to same and respectfully submit the bid contained herein.

It is the duty of every state officer, employee, agency, special district, board, commission, contractor and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant to Section 1-17 above.

BID SHEET AND BIDDER ACKNOWLEDGMENT (19B-011) (continued)

Authorized Bidder Signature	Bidder Title
Bidder Name (Print or Type)	Company Name
Date	Address
Area Code Telephone Number	City State Zip
E-mail Address	Federal Employers Identification (FEID#) (Use SS # if no FEID #)

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

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

_____

Agency Clerk
Northwest Florida Water Management District

BID SHEET AND BIDDER ACKNOWLEDGMENT (19B-011) (continued)

a) Business Name and Address:

_____
_____
_____
_____

b) Years of experience conducting construction services: _____

c) List of subcontractors, if any, that may be used to perform construction services:

Name	Address	Type of Firm
_____	_____	_____
_____	_____	_____
_____	_____	_____

d) List of similar construction projects that you completed within the past 36 months:

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

e) List of pertinent references, including names, addresses and telephone numbers:

Name	Address	Phone Number
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____
_____	_____	( ) _____

f) Summary of pertinent litigation during last three years:

_____
_____

ATTACHMENT C

DRAFT AGREEMENT WITH CONTRACTOR

Agreement for Contractual Services for
Williford Spring Hurricane Repair
Between
Northwest Florida Water Management District
And
[Contractor]
(NWFWMD Contract Number 19-XXX)

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

SECTION 1 – SCOPE OF SERVICES

A. The Contractor shall perform and render all services as an independent Contractor of the District and not as an agent, representative, or employee of the District. Services shall be provided in accordance with the Contractor's proposal submitted under Invitation to Bid (ITB) 19B-011 entitled "Williford Spring Hurricane Repair" incorporated herein by reference.

B. Prior to the Contractor's commencement of work, the District shall provide and transmit to the Contractor an approved Notice to Proceed.

C. Contractor shall commence work within 14 days of issuance of a Notice to Proceed by the District.

SECTION 2 – RESPONSIBILITIES OF CONTRACTOR

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

B. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the District caused by the Contractor's negligent performance of any of the services furnished under this Agreement.

C. The Contractor's obligations under this Section 2 are in addition to the Contractor's other expressed or implied assurances under this Agreement or state law and in no way diminish any other rights that the District may have against the Contractor for deficiencies in work.

D. The Contractor shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

E. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

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

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

SECTION 3 – TRUTH-IN-NEGOTIATIONS

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

SECTION 4 – COMPENSATION

A. Maximum compensation under this contract shall not exceed the availability of funds and current budget authorizations as approved by the District Governing Board.

B. Payment for the Williford Spring Hurricane Repair Project ("Project") will be subject to inspection and approval by the District's Project Manager. The Project Manager, will determine, in his sole discretion, whether or not the Contractor has successfully completed the

authorized work as outlined in this agreement. Payment will not be made until the District receives written authorization to do so by the District Project Manager.

C. The Contractor may submit invoices no more frequently than monthly. Each invoice submitted must be in detail sufficient for pre-audit and post-audit review. A final invoice must be submitted within thirty (30) days after the expiration date of the Agreement to assure the availability of funding for final payment.

D. The compensation amount will be determined on the basis of the lump sum price as set forth in Attachment B: Contractor Bid for "**Williford Spring Hurricane Repair Project**", attached hereto and made a part hereof. Any subcontractor fees and direct expenses required for completion of the Agreement should have been included in the Contractor's bid price and will be the responsibility of the Contractor.

E. Payment will be made upon inspection and approval of deliverables within thirty (30) days of receipt of an approved invoice, submitted in sufficient detail for a pre-audit and post-audit review. Invoices shall not be submitted more frequently than monthly.

F. An original invoice, including appropriate backup documentation, shall be submitted to both the District's Project Manager at contact information included in Section 8.B, and the District's Accounting Bureau, at the contact information listed below. An original invoice may be submitted either electronically or in hard copy. Payment will be made upon inspection and approval of deliverables and within 30 days of receipt of an approved invoice

Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
AccountsPayable@nwfwater.com

G. The District may subsequently identify items eligible for direct purchase for sales tax savings. The District shall, at its sole discretion, have the option to purchase directly from the supplier or vendor, any supplies, materials or equipment included in the Contractor's bid for the Agreement. The District reserves the right to require Contractor to assign to the District agreements with suppliers for such goods. Contractor shall, from time to time submit, update and keep current, for consideration by the District, a list of all materials, supplies and equipment to be purchased, organized by supplier or vendor. Such list shall include a brief description of the materials, supplies and equipment and the name and address of the supplier or vendor. Suppliers or vendors reasonably anticipated to furnish material, supplies and equipment with an aggregate purchase value of less than $10,000 need not be listed. Contractor's initial list is attached hereto as Exhibit I and incorporated herein by reference. Goods not required for the performance of the Agreement shall not be purchased under this Agreement. The District reserves the right to delete or add items from this Agreement when it is in the District's best interest. Upon approval by the District, the Contractor will provide a worksheet by electronic means which will include a proposal from the vendor detailing the description of the item to be purchased, total price and sales tax to be deducted. The District

will then issue a purchase order directly to the vendor for the cost of the item less the sales tax. Upon completion of all direct purchases the Contractor will prepare a deductive Change Order reducing the Agreement Amount by the total amount of the purchases, inclusive of all sales tax, shipping, handling, insurance, and other similar charges paid by the District. Administrative costs incurred by the Contractor with this Agreement, including administering the purchases in the name of the District, shall be considered to be included in the base bid proposal for work. No addition shall be added to the Agreement Amount because of the service provided by the Contractor in the purchase of property, materials, et cetera, in the name of the District.

SECTION 5 – PERFORMANCE BOND

Prior to commencing work, the Contractor shall provide a Performance Bond in an amount equal to twenty-five percent (25%) of the Compensation Amount, which shall be held by the District to insure contract compliance and to pay any damages sustained by the District due to the Contractor's negligence or breach of contract; provided, however, that such Performance Bond shall not relieve Contractor from its obligation to indemnify as provided in Section 2.D. hereof. The Performance Bond shall be returned to the Contractor within thirty (30) days of successful completion of all terms and conditions of this Agreement.

SECTION 6 – TIME OF PERFORMANCE

A. This Agreement is effective on the date of execution and shall remain in effect through a period of 120 calendar days after receipt of a Notice to Proceed, which shall not be issued prior to October 1, 2019. The District's performance and obligation to pay under this Agreement is contingent upon annual appropriation by the Florida Legislature and/or approval of the District's annual budget.

B. The Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the District, that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

B. If the Contractor shall fail to complete work within the contract time, or extension of time granted by the District, then the Contractor shall be in default after the time stipulated in this Agreement and may forfeit the performance bond required in Section 5.

SECTION 7 – FORCE MAJEURE AND DELAYS

A. Force Majeure. The Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a force majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A force majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of

Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of force majeure.

B. Delay. The Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the work. Within ten days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description of the delay and its probable duration, (2) the specified portion of the work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay**. If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the work, a force majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Agreement may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

SECTION 8 – APPROVALS AND NOTICES

A. All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person addressed to the individuals listed in 8.B. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

B. The District's Project Manager for this Agreement is identified below:

Sean Creel, or successor	
Northwest Florida Water Management District	
81 Water Management Drive	
Havana, FL 32333-4712	
Telephone No.:	(850) 539-5999
Fax No.:	(850) 539-2777
E-mail Address:	Sean.Creel@nwfwater.com

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

[Contractor's Project Manager's Name], or successor	
[Company Name]	
[Office or Program Name, if applicable]	
[Mailing Address]	
[City, State and Zip]	
Telephone No.:	(XXX) XXX-XXXX
Fax No.:	(XXX) XXX-XXXX
E-mail Address:	

C. No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

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

E. The District shall, at its sole discretion, determine whether the project has been satisfactorily completed.

F. The Contractor agrees to assume responsibility for all claims, demands, liabilities, and suits of any nature to the extent resulting from any act or failure to act by the Contractor, its agents or employees to the extent permitted by Florida law.

G. The District may unilaterally cancel this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with the contract.

SECTION 9 – INSURANCE

The Contractor shall maintain adequate insurance coverage at all times as follows: General Liability, with limits no less than $1,000,000 per occurrence; $1,000,000 per occurrence for personal injury; and $1,000,000 for property damage; Automobile Liability, with combined single limit of not less than $1,000,000; Workers Compensation and Employers Liability, with limits not less than $1,000,000 for each accident for Bodily Injury by Accident, $1,000,000 policy limit and $1,000,000 each employee for Bodily Injury by Disease. Evidence of all such insurance satisfactory to the District shall be furnished prior to beginning operations, and all such insurance policies shall provide for thirty (30) days' notice to the District of cancellation or any material change in the terms of the insurance policies.

SECTION 10 – SUBCONTRACTS

A. The Contractor shall not subcontract, assign or transfer any work under this Agreement without the prior written consent of the District. Any subcontractors who may be employed by the Contractor and approved by the District must also adhere to all provisions of this Agreement. Subcontractors included in the Contractor's proposal for this Agreement are pre-approved for use under any Task Order.

B. When applicable the Contractor shall cause the names of subcontractor firms responsible for portions of the work to appear on such work.

C. The Contractor agrees to notify the District of all subcontracts no less than ten (10) days prior to the effective date of the subcontracts for the purpose of approval by the District. The Contractor agrees to provide the District with an executed copy of all subcontracts within ten (10) days after the effective date thereof.

D. The Contractor agrees to be responsible for the fulfillment of all work elements or arrangements as included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold the District harmless from any liability or damages arising under or from any subcontract hereunder.

SECTION 11 – TERMINATION OF AGREEMENT

A. The District or its designated representatives will decide all questions, difficulties, and disputes of whatever nature which may arise under or by reason of this Agreement. The District's decision upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto. This Section 11 does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.

B. If the Contractor fails to fulfill its obligations in a timely and proper manner under this Agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this Agreement, the District has the right to terminate this Agreement. This right to terminate will be exercised by giving written notice to the Contractor of such termination and specifying the reason and effective date thereof. Upon notice of intent to terminate this Agreement by the District, the Contractor will have a contract resolution period not to exceed 30 days to resolve deficiencies, disputes or other contract issues to the District's satisfaction before the termination is final. During this resolution period the Contractor will not initiate any new tasks requiring additional compensation without written approval by the District.

C. Termination for Convenience. The District, by written notice to the Contractor, may terminate the Agreement in whole or in part when the District determines in its sole discretion that it is in the District's interest to do so. The Contractor shall not furnish any product or service after it receives the notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

D. The Contractor shall not be relieved of liability to the District for damages sustained by the District because of any breach of this Agreement, without prejudice to any other rights the District may have as a result of such breach, including but not limited to the right to consequential or incidental damages.

E. In the event the District terminates this Agreement, other than for breach by the Contractor, the Contractor shall be compensated for work completed as of the date of termination and for any irrevocable commitments for procurement for materials or services made by the Contractor as of the date of termination. The Contractor agrees that it will make no such commitments prior to receiving written approval from the District. The Contractor also agrees to provide all work products completed or in progress at the date of termination.

SECTION 12 – OWNERSHIP OF DOCUMENTS AND DELIVERABLES

A. All reports produced and other data gathered by the Contractor for the purpose of this Agreement shall become the property of the District without restriction or limitation upon their use and shall be made available by the Contractor at any time upon request of the District.

B. All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. For any Work subject to patent or copyright, such Work is a "work made for hire" as defined by the patent and copyright laws of the United States. Contractor shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are District property and shall be safeguarded and provided to the District upon request. This obligation shall survive termination or expiration of this Agreement.

C. The District shall have the unrestricted right to use and disseminate all of the above-referenced documents without payment of further compensation to Contractor, provided that any future use for other than the purpose intended by this Agreement shall be at the District's sole risk and without liability to Contractor. Contractor shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the District, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books, and plans that result from the Work shall become the sole property of the District. Consultant shall submit all such work products to the District, if requested. Contractor may retain copies of all work products created pursuant to this Agreement.

SECTION 13 – RELEASE OF INFORMATION

The Contractor agrees not to divulge any information obtained in connection with the performance of services under this Agreement to anyone other than the District unless authorized in writing by

the District. All drawings, specifications, diagrams, reports, documents, etc., furnished by the Contractor pursuant to this Agreement shall become the sole property of the District, and may be subject to disclosure by the District under Chapter 119, Florida Statutes. However, the Contractor shall maintain the confidentiality of the project and all related information unless such confidentiality is waived by the District in writing.

SECTION 14 – CHOICE OF LAW/FORUM

A. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the Laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.

B. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

SECTION 15 – PUBLIC ENTITY CRIME/DISCRIMINATORY VENDOR LIST

A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Questions regarding the convicted vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit 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. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915 or www.dms.myflorida.gov.

SECTION 16 - AGENCY INSPECTORS GENERAL

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

SECTION 17 – ACCESS TO RECORDS FOR THE PURPOSE OF AUDITS

A. The Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The District, the State, inspector general or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. The Contractor shall also cooperate with an inspector general in any investigation, audit, inspection, review or hearing, pursuant to Section 20.055(5), Florida Statutes.

B. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Contractor shall keep and maintain public records required by the District to perform the services under this agreement.

C. This Agreement may be unilaterally canceled by the District for unlawful refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes, and Section 24(a), Article I, Florida Constitution.

D. If the Contractor meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S., [i.e. an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

   i. A request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If this District does not possess the requested records, the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If the Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119, F.S. or as otherwise provided by law.

   ii. Upon request from the District's custodian of public records, the Contractor shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 199, F.S., or as otherwise provided by law. All records that are

stored electronically must be provided to the District in a format that is compatible with current information systems.

iii. The Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

iv. Upon completion of the Agreement, the Contractor shall transfer, at no cost to the District, all public records in possession of Contractor or keep and maintain public records required by the District to perform the services under this Agreement. If the Contractor transfers all public records to the District, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.

E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (850) 539-5999; BY EMAIL AT OMBUDSMAN@NWFWATER.COM; OR BY MAIL AT NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT, 81 WATER MANAGEMENT DRIVE, HAVANA, FL 32333.**

SECTION 18 – REMEDIES

A. In accordance with 287.058(1)(h), F.S., the District will apply financial consequences for nonperformance. If Contractor fails to produce the deliverables as specified within the assigned Task Orders, the District shall apply the financial consequences identified therein.

B. Cumulative Remedies. The rights and remedies of the District in this Section 18 are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 19 – EXECUTION OF COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SECTION 20 – FEDERAL PROVISIONS

This Agreement is for the repair of structures and facilities damaged by Hurricane Michael. As such, all costs are eligible for FEMA reimbursement. All activities by the Contractor must be performed in a manner that do not negatively affect the eligibility of the work for FEMA reimbursement.

(1) No minimum amount of work is guaranteed under this Agreement.
(2) Contractor will perform the specified services only at locations specified in writing (by hard copy or email) from Sean Creel, the District's project manager.
(3) All work will be conducted according to this agreement, which includes ITB 19B-011.
(4) All operations will be monitored by Sean Creel or his/her designee.

Additional specific conditions that apply to the Agreement are below:

Schedule

All work must be completed within 120 calendar days after receipt of a Notice to Proceed, which shall not be issued prior to October 1, 2019.

Equal Employment Opportunity

During the performance of services governed by this Agreement, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Suspension and Debarment

(1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any purchase order or contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

The Contractor certifies that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The Contractor shall also disclose any lobbying with non-Federal funds that

takes place in connection with obtaining any Federal award. Such disclosures are forwarded from all subcontractors to the Contractor to the recipient (Attachment F).

Changes

No amendment to this Agreement shall be effective unless reduced to writing and executed by the parties hereto.

Access to Records

The following access to records requirements apply to this Agreement:

(1) The Contractor agrees to provide the Northwest Florida Water Management District, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the District Agreement.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this Agreement.

Procurement of Recovered Materials

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;

- Meeting contract performance schedule;
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.goc/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Contract with the Contract Work Hours and Safety Standards Act

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the cause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages & liquidated damages*. The District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, of any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts*. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
(2) The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

SECTION 21 – AGREEMENT AS INCLUDING ENTIRE AGREEMENT

This Agreement, including Attachment B: Contractor's Bid submitted for ITB No. 19B-011, the District's Invitation to Bid package, and supporting documents, hereby incorporated by reference, makes up the entire contract of the parties. There are no provisions, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communication, representation, or agreements, either verbal or written between the parties hereto.

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

Northwest Florida Water Management District Havana, Florida	CONTRACTOR CITY, STATE
By: _____	By: _____
Brett J. Cyphers Executive Director	(NAME) (TITLE)
Date: _____	Date: _____

ATTACHMENT D

VENDOR REGISTRATION FORM

Northwest Florida Water Management District
Bureau of Finance and Accounting
81 Water Management Drive
Havana, FL 32333
Phone (850)539-5999 Fax (850)539-2777

VENDOR REGISTRATION FORM

Vendor Information (Please type or print clearly)

Date:_____ FEID or SS Number_____

E-mail Address (if applicable):_____

Vendor Name:_____

Mailing Address:_____
(It is the vendor's responsibility to promptly notify the District of any change of address.)

City:_____ State:_____ Zip:_____

Remittance Address:_____
(If different from mailing address)

Contact Person:_____ Title _____

Phone:_____ Fax Number:_____ Toll-Free Number:_____

Check **one** that best describes your company:

Non-Minority Business Classification	Certified Minority Business Enterprise	Non-Certified Minority Business Enterprise	Non-Profit Organization
A___Non-Minority	H___African American	N___African American	S___51% or more Minority Board of Directors
B___Small Business-State*	I___Hispanic	O___Hispanic	T___51% or more Minority Officers
C___Small Business-Federal	J___Asian/Hawaiian	P___Asian/Hawaiian	U___51% or more Minority community Served
E___Governmental Agency	K___Native American	Q___Native American	V___Other Non-Profit
F___Non-Profit Organization	M___American Woman	R___American Woman	
G___P.R.I.D.E.			

*Defined as 100 employees or less and $3 million or less net worth and domiciled in Florida.

To apply for Florida Minority Business Certification, call (850) 487-0915 to request an application.

This form should be signed below by an officer of the company:

_____ _____
Signature Date

_____
Name and Title (Printed or Typed)

NWFWMD FORM 14
10/16/07 vlm

ATTACHMENT E

TAX FORM W-9
Request for Taxpayer Identification Number and Certification, Rev. Dec. 2014

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT F

CERTIFICATION REGARDING LOBBYING

Attachment F

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

ATTACHMENT G

SALES TAX AGREEMENT

Attachment G

Sales Tax Agreement
Between
Northwest Florida Water Management District
And
_____
(NWFWMD Contract Number _____)

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

RECITALS

A. Contractor and the District entered into contract number _____, dated _____ for contractual services for repairs at Williford Spring.

B. Contractor and the District desire to enter into an arrangement whereby certain purchases under the Contract can be made by the District as a means of taking advantage of the District's status of being exempt from sales and use taxes under the provisions of Florida Administrative Code, Paragraph 12A-1.094, Public Works Contracts.

AGREEMENT

A. The District does hereby appoint Contractor as agent for the District to assist in preparing purchase orders which will be forwarded directly to the Vendors by the District, receiving the tangible property from the Vendor, inspecting property for compliance with purchase orders and for storage and security prior to installation.

B. The District will:

1. Be responsible for final review of the Purchase Order (herein called the "PO"), executing the PO, and issuing the PO directly to the Vendor.
2. Issue a Certificate of Entitlement (Attachment A) for each PO and attach the Certificate of Entitlement to each PO, and the District's Consumer's Certificate of Exemption.
3. Pay Vendor's invoice directly from public funds.
4. Take title to the tangible property from the Vendor upon delivery by the Vendor.
5. Assume the risk of damages or loss at the time of delivery by the Vendor.
6. Notify Vendors not to make any direct sales to Contractor.

C. The Contract provides that Contractor will perform the work under the Contract for the total of $_____. Said amount due Contractor under the Contract shall be reduced by the sum of all amounts paid by the District for materials, supplies or other items purchased hereunder and savings of sales and use tax on the purchase of such items.

D. The following provisions apply:

1. The District is exempt from sales and use taxes. As such, it is exempt from the payment of sales and use tax on purchases of tangible property, materials, etc., necessary for the performance of work under construction contracts, provided the District determines it is to its best interest to

do so, and provided the purchase of such properties, materials, etc., are handled in the manner hereinafter described in Florida Administrative Code, Paragraph 12A-1.094 Public Works Contracts.

2. The District has determined it is in its best interest to provide the opportunity to eliminate the payments of sales tax for tangible property, materials, etc., to be used in the construction of this project, and notifies the Contractor of its intent to do so.

3. The Contractor, Subcontractors, and all material dealers are hereby made aware of the intent of the District to reduce the construction costs of the project by the purchase of properties, materials, etc., in the manner hereinafter described and the Contractor shall not withhold his consent to the arrangement.

4. Administrative costs incurred by the Contractor in administering the purchases in the name of the District was included in the Base Bid Proposal for work. No addition shall be added to the contract amount because of the service provided by the Contractor in the purchase of property, materials, etc., in the name of the District.

5. All sales and use tax savings of purchase of property, materials, etc., shall be credited to the District and the amount of the contract shall be reduced in the full amount of savings which are affected by the omission of payment of sales and use taxes.

6. By virtue of its payment of material invoices, the District further intends to benefit from any discounts offered for timely payment. The Contractor shall pay any late penalties caused by its failure to process invoices within allotted time.

7. The administration of the sales and use tax savings will be in accordance with the agreements and forms set forth herein and the procedure will be administered by the District.

8. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, assist with procurement by drafting purchase orders, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure to the benefit of the District, guarantee and otherwise be responsible for all materials, the same as would have been the case if the tax saving procedures were not implemented.

9. The Contractor shall have the obligation of receiving, storing, and safekeeping all goods and materials purchased on behalf of the District pursuant to this Agreement. Subsequent to the District taking title to the goods and materials and once the District has delivered, or caused to be delivered, the goods and materials to the Contractor, the Contractor shall be responsible for the cost of replacing any goods or materials lost, stolen, or destroyed, and the cost of any repair for any damage to the goods and materials, as well as assisting in the processing of all warranty claims for defective goods and materials to the same extent as if such goods had been contractor-supplied or purchased in the name of the Contractor.

10. Contractor shall maintain separate accounting records for all transactions carried out under the authority to it as agent. Such records shall be open to the District during normal business hours of Contractor. For the purpose of this Contract, the estimated tax savings shall be calculated at

the rates that would otherwise have been applied to the purchase by the vendor from which the purchase was made. The tax savings documentation is to be submitted with the invoices to the District to comply with Paragraph C under "Agreement".

11. The authority granted to Contractor hereunder may be revoked by the District at any time upon written notice delivered to Contractor at its offices located at _____ during normal business hours.

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

Northwest Florida Water Management District	**Contractor**
By: _____	By: _____
Brett J. Cyphers Executive Director	By: _____ Its: _____
Date: _____	Date: _____

ATTACHMENT A

CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the Northwest Florida Water Management District, "Governmental Entity"), Florida Consumer's Certificate of Exemption Number 85-8012643817C-5, affirms that the tangible personal property purchased pursuant to Purchase Order Number _____ from _____ on or after_____ will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract Number _____, for the repair at Williford Spring.

Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

You must initial each of the following requirements.

_____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

_____ 2. The vendor's invoice will be issued directly to Governmental Entity.

_____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

_____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or delivery by the vendor.

_____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third-degree felony.

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

_____ _____

Signature of Authorized Representative Title

_____ _____

Purchaser's Name Date

Federal Employer Identification Number: 591531621

Telephone Number: 850-539-5999_____

You must attach the Purchase Order and the Florida Consumer's Certificate of Exemption issued to the Governmental Entity.

Do not send to the Department of Revenue. This Certificate of Entitlement must be retained by the vendor and the Contractor.