



# St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

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4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • [www.sjrwmd.com](http://www.sjrwmd.com)

June 7, 2023

## Potential Respondents

Re: Quote Request, 38901 – Mowing / Mulching 190 Acres at Longleaf Pine Preserve SJ52

The St. Johns River Water Management District (District) is requesting quotations for the above referenced services as outlined in the attached Statement of Work (SOW) (Exhibit 1). Contractor shall submit the attached Quote Cost Schedule (Exhibit 2) to be considered.

Respondent must complete the Qualification Forms (General and Similar Projects) Respondent (or a combination of the firm, individual, or project manager assigned to the work) must have successfully completed at least two projects of a similar nature (Mowing / Mulching Services as detailed in the SOW, Exhibit 1), within the three years immediately preceding the date for receipt of this Quote. Each project must have had a dollar value of at least \$50,000.

Failure to include these forms with the quote may be considered non-responsive.

The quote shall include all labor, materials, insurance, and other related costs for the products described in the attached SOW.

Responses are due **before 3:00 p.m. on June 22, 2023**. It is preferred that all quotes be submitted as an attachment to an email addressed to Christina Holloway-Williams at [chollowa@sjrwmd.com](mailto:chollowa@sjrwmd.com). **Please reference quote number 38901 in subject line on any and all emailed correspondence.**

Once quotes are received, staff will review each quote and will make a recommendation for award based on the lowest bidder that meets all the qualifications of this quote request.

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2028). Respondent shall provide an estimate of all applicable taxes and fees in its quote, including a list of taxes and fees that fall under the District's exemption.

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## GOVERNING BOARD

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## Opening of Quotes

1. The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed quotes from inspection and copying until such time as the District provides notice of an intended decision pursuant to §120.57(3)(a), Fla. Stat., or until 30 days after opening of quotes, whichever is earlier. This exemption is not waived by the public opening of quotes.
2. Unless otherwise exempt, Respondent's quote is a public record that is subject to disclosure upon expiration of the above exemption. If any information submitted with the Quote is a trade secret as defined in §812.081, Fla. Stat., and exempt from disclosure pursuant to §815.04, Fla. Stat., Respondent must clearly identify any such material as "CONFIDENTIAL TRADE SECRET" in its submittal and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a submittal for excessive or unwarranted assertion of trade secret confidentiality and return the submittal to Respondent.
3. Respondents shall bear all costs associated with preparing and submitting responses to this Quote Request. The District will, in no way, be responsible for these costs, regardless of the conduct or outcome.

## Inquiries and Addenda

1. District staff are not authorized to orally interpret the meaning of the Quote Request package, or correct any apparent ambiguity, inconsistency, or error therein. In order to be binding upon the District, the interpretation or correction must be given by the Procurement Specialist and must be in writing. The Procurement Specialist may orally explain the District's procedures and assist Respondents in referring to any applicable provision in the Quote Request documents, but the Respondent is ultimately responsible for submitting the quote in the appropriate form and in accordance with written procedures.
2. Every request for a written interpretation or correction must be received at least nine days prior to opening of quotes in order to be considered. Requests must be submitted by email to [chollowa@sjrwmd.com](mailto:chollowa@sjrwmd.com). Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by Onvia DemandStar to all prospective Respondents (at the respective addresses furnished for such purposes) not later than five days prior to the date fixed for the Quote Request opening.
3. Submission of a quote constitutes acknowledgment of receipt of all addenda. Quotes will be construed as though all addenda had been received. Failure of the Respondent to receive any addenda does not relieve Respondent from any and all obligations under the quote, as submitted. All addenda become part of the Agreement.

## Award Procedures

1. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Quotes or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. Pursuant to §286.0113 Fla. Stat., if the District rejects all quotes and concurrently provides notice of its intent to reissue the competitive solicitation, the recording and any records presented at any exempt meeting shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all quotes.
3. The District will examine the quotes to determine completeness. Obvious mismatches with regard to technical or commercial requirements will be rejected at this time.
4. If two or more quotes are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; or (2) by lot.
5. In the event the Successful Respondent(s) fail to enter into the Agreement or the Agreement with said Respondent is terminated within 90 days of the effective date, the District reserves the right to negotiate with the other respondents in ranked order, if available, and award an Agreement.
6. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a protest under §120.57(3), Fla. Stat., the time period will commence as provided in "Notices and Services Thereof."

#### Disqualification of Respondents

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Quote:

1. Contacting a District employee or officer other than the procurement specialist assigned to this solicitation action, about any aspect of this Quote Request before the notice of intended decision is posted.
2. Submission of more than one quote response for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
3. Evidence of collusion among Respondents;
4. Submission of materially false information with the Quote;
5. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
6. Respondent is failing to adequately perform on any existing contract with the District;
7. Respondent has defaulted on a previous contract with the District;
8. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
9. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

#### Rejection of Quote

1. Quotes must be emailed to the specified location and received during the time specified on page 1 in order to be considered timely. Untimely quotes will not be considered. Quotes will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate quotes, or other material

irregularities. The District may consider incomplete any quote not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Quote.

2. The District also reserves the right to reject any and all quotes when it determines, in its sole judgment and discretion that, it is not in its best interest to award the agreement.

#### Public Entity Crimes/Discriminatory Vendors

In accordance with §287.133 and §287.134, Fla. Stat., a person or affiliate who has been placed on the convicted or discriminatory vendor lists following a conviction for a public entity crime or placement on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted or discriminatory vendor lists.

#### Diversity

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its primary respondents to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as second and lower tier participants. The District will assist Respondents by sharing information on W/MBEs to encourage their participation.

#### Notices and Services Thereof

1. The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com*. Onvia DemandStar may also be accessed through the District's website at *sjrwmd.com*.
2. Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.
3. As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email to the address provided by Respondent. This courtesy communication neither constitutes official notice nor vary the times of receipt set forth above.

## Protest Procedures

1. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the procurement methodology described herein, or the specifications or criteria, including addenda, must file a Notice of Protest within 72 hours after receipt of the solicitation documents or addenda.
2. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by a District decision or intended decision to award a contract, or to reject all bids, proposals, or qualifications, must file a Notice of Protest within 72 hours after receipt of the decision or intended decision.
3. Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file with the District Clerk a Formal Written Protest within ten days after the date the Notice of Protest is filed with the District. The Formal Written Protest must state with particularity the facts and law upon which the protest is based.
4. Pursuant to §287.042(2)(c), Fla. Stat., any person who files an action protesting the decision or intended decision must post with the District Clerk at the time of filing the formal written protest a bond, cashier's check, or money order made payable to the St. Johns River Water Management District in an amount equal to one percent (1%) of the estimated contract amount.
5. No additional time will be added for mailing. All filings must comply with Rule 28-106.104, Fla. Admin. Code, and must be addressed to and received by the District Clerk at the District Headquarters in Palatka, Florida within the prescribed time periods. The District will not accept as filed any electronically transmitted facsimile pleadings, petitions, Notice of Protest or other documents. Failure to file a protest within the time prescribed in §120.57(3), Fla. Stat., or failure to post the bond or other security required by law within the time allowed for filing a bond will constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

Thank you for your consideration of this request.

Exhibit 1 – Statement of Work/Site Maps

Exhibit 2 – Cost Schedule

Exhibit 3 – Qualifications: Documentation Forms & Similar Project(s)

Exhibit 4 – Insurance Requirements

## **EXHIBIT 1 - STATEMENT OF WORK/SITE MAPS**

### **LONGLEAF PINE PRESERVE (SJ52) MOWING / MULCHING -190 ACRES**

#### **I. LOCATION/ INTRODUCTION**

The Longleaf Pine Preserve Area (SJ56) is contiguous to Deep Creek and is located east of I-95, on the north side of SR 44, in Sections 22, 27, and 34, Township 17 South, Range 31 East in Volusia County, Florida. (Figure-1). The Total mitigation is 8030 acres and includes both uplands and wetlands and ownership include both Volusia County and St. Johns River Water Management District. The area is managed long-term under the Deep Creek Land Management Plan by Volusia County. The funding of the purchase was completed under the Florida Department of Transportation (FDOT) Senate bill for five FDOT permits. Previous work on the property includes three ditch blocks and three low water crossings permitted under SAJ-2014-00979(NW-TSD) which overall enhanced 1000 acres of wetlands. Other work on the property includes trail road maintenance, fireline maintenance and drum chopping on other parts of the property. All this work was completed and is currently in compliance with all permits. This scope of work is to provide mowing mulching in areas to help reduce fuel load to allow for future burning on-site.

#### **II. OBJECTIVES**

The objective of this SOW is to mow/mulch approximately 190 acres for fuel load reduction in mesic flatwoods ecosystems to implement fire management. The project area currently consists of a mix of trees and shrubs needing mowing/mulching to reduce fuel heights and mitigate wild - fire risk to the surrounding areas. The mowing should cover the entirety of the hatched areas including all understory up to 4" diameter at breast height (dbh). All the mowing mulching locations are shown on Figure 2. Details of the north and the south mowing/mulching area are included in Figures 3 and 4.

#### **III. PROJECT DESCRIPTION**

Work shall include mowing/mulching the acreage in the specified locations. The project area can be accessed via the trail road of Sr 44 shown on Figure 1. The staging site for fueling and equipment maintenance will be in a designated location agreed to by both Project Manager and contractor. It is the contractor's responsibility to limit any rutting within the project area. If conditions become such that rutting is occurring within the site, the contractor will contact the Project Manager to review, and work may postpone until the area dries out enough to resume work without rutting. Any rutting that occurs that is deemed excessive by the Project Manager will be the responsibility of the contractor to repair or mitigate.

Boundary will be the defined by the use of Avenza maps in the field.

**Contractor Responsibilities include:**

- Provide quotes that are firm for 90 days after the designated date and hour that quotes are to be submitted; if the quote is accepted, enter into a Work Order in accordance with the Agreement. The District reserves the right to award the Work Order to the next lowest available respondent in the event the successful respondent fails to enter into a Work Order.
- The contractor shall notify District a minimum of one week prior to the contractor entering the project site.
- Contractor shall provide all equipment, fuel and transportation necessary to complete the job.
- Contractor must provide sufficient equipment necessary to meet specified production rates in order to complete the job within the specified term.
- Contractor shall repair or replace, at his cost, any damage to fences, gates, or other improvements. Any repairs necessary after the operations are complete shall be the responsibility of the contractor.
- Contractor shall close, and lock, all the gate(s) at the end of each working day.
- Mobilization and demobilization to and from each site.
- Perform joint inspection of completed work with District's Project Manager. Verification of work being performed will be done by on-site observation by Project Manager.
- Properly maintain all equipment. District reserves the right to require Contractor to submit copies of equipment maintenance records, if requested.
- Contractor shall ensure that work area be kept clear of rubbish. Discharge of oil, diesel, or hydraulic fluid is prohibited on the project area.
- In the event of equipment failure, the Contractor shall replace the on-site equipment with similar or better equipment within 72 hours of the breakdown if the Contractor cannot repair and return the equipment to active service within the 72-hour timeframe. The District reserves the right to award the Work Order to the next lowest available respondent.
- Provide the respective Project Manager at least 24 hours' notice to inspect completed work.
- Any rutting that occurs that is deemed excessive by the Project Manager will be the responsibility of the contractor to repair or mitigate.
- For any repairs to equipment that shall extend 72 hours or longer, the equipment shall be removed and replaced at Contractor's expense. However, if any equipment is to be

removed from a work site for 72 hours or longer, Contractor shall contact the District's Project Manager.

- Due care shall be exercised against starting and spreading fires during cutting and mulching operations by Contractor and/or its employees. Contractor shall be held liable for all damage caused by such fires.
- The Contractor shall prevent the introduction of non-native vegetation by following the procedures for equipment inspection and cleaning as outlined in the publication: U.S. Department of the Interior, Bureau of Reclamation, Denver, Colorado, Technical Memorandum No. 86-68220-07-05, Inspection and Cleaning Manual for Equipment and Vehicles to Prevent the Spread of Invasive Species, May 2010.
- Examination of agreement documents and work area

The Contractor(s) is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. The Contractor(s) is responsible for carefully examining the general area of the Work, the requirements of the Request and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. The Contractor(s) must satisfy itself from its own personal knowledge and experience or professional advice as to the character of the Work, the conditions and materials to be encountered, the character, quality, and quantities of the Work, and any other conditions affecting the Work, including surrounding land. Failure to satisfy the obligations of this paragraph will not relieve a Contractor from its obligation to

- furnish all material, equipment, and labor necessary to perform the Agreement and to complete the Work for the consideration set forth in the work order. Any such failure will not be sufficient cause to submit a claim for additional compensation.

**District or Volusia County Land Management Responsibilities include:**

- District's Project Manager will determine routes for ingress and egress to the property. Access is shown on Figure 2.
- Describe the nature of the work that will be accomplished and delineate the work area via a map.
- Coordinate scheduling with the Contractor.
- District's Project Manager or Volusia County Project Manager will make unscheduled inspections of work accomplished and equipment to ensure compliance to job specifications and evaluate performance. District's Project Manager may order removal and replacement of any unsatisfactory equipment.

**IV. TIMEFRAMES & DELIVERABLES**

Work shall be completed before September 30, 2023.



## **V. BUDGET/PAYMENT SCHEDULE**

The budget for this project is \$50,000. The Contractor's compensation will be based on the Contractor's quote per acre cost of the area shown on Figure 2. Quotes need to include a cost breakdown per acreage and the total amount of acreage to be completed within the budgeted amount.

## **VI. EQUIPMENT SPECIFICATION REQUIREMENTS:**

Skid Steer or wheeled compact loader.

Specs of mulching head:

- Fecon Mulching Head
- Diamond Drum Mulcher
- Diamond Rotary Mulcher
- Or equivalent sized mulcher head

## **VII. PROJECT MANAGER**

Sandy Smith, Regulatory Scientist IV  
FDOT Mitigation Program  
St. Johns River Water Management District  
Jacksonville Service Center  
7775 Baymeadows Way, Suite 102  
Jacksonville, FL 32256  
Phone:(904) 222-1396  
Email: [ssmith@sjrwmd.com](mailto:ssmith@sjrwmd.com)

### **LAND MANAGER**

Dean Gemeinhardt  
Volusia County Land Management  
1110 N. Ridgewood Avenue  
Deland, FL 32720  
Phone: (386) 717-8013  
Email: DGemeinhardt@volusia.org

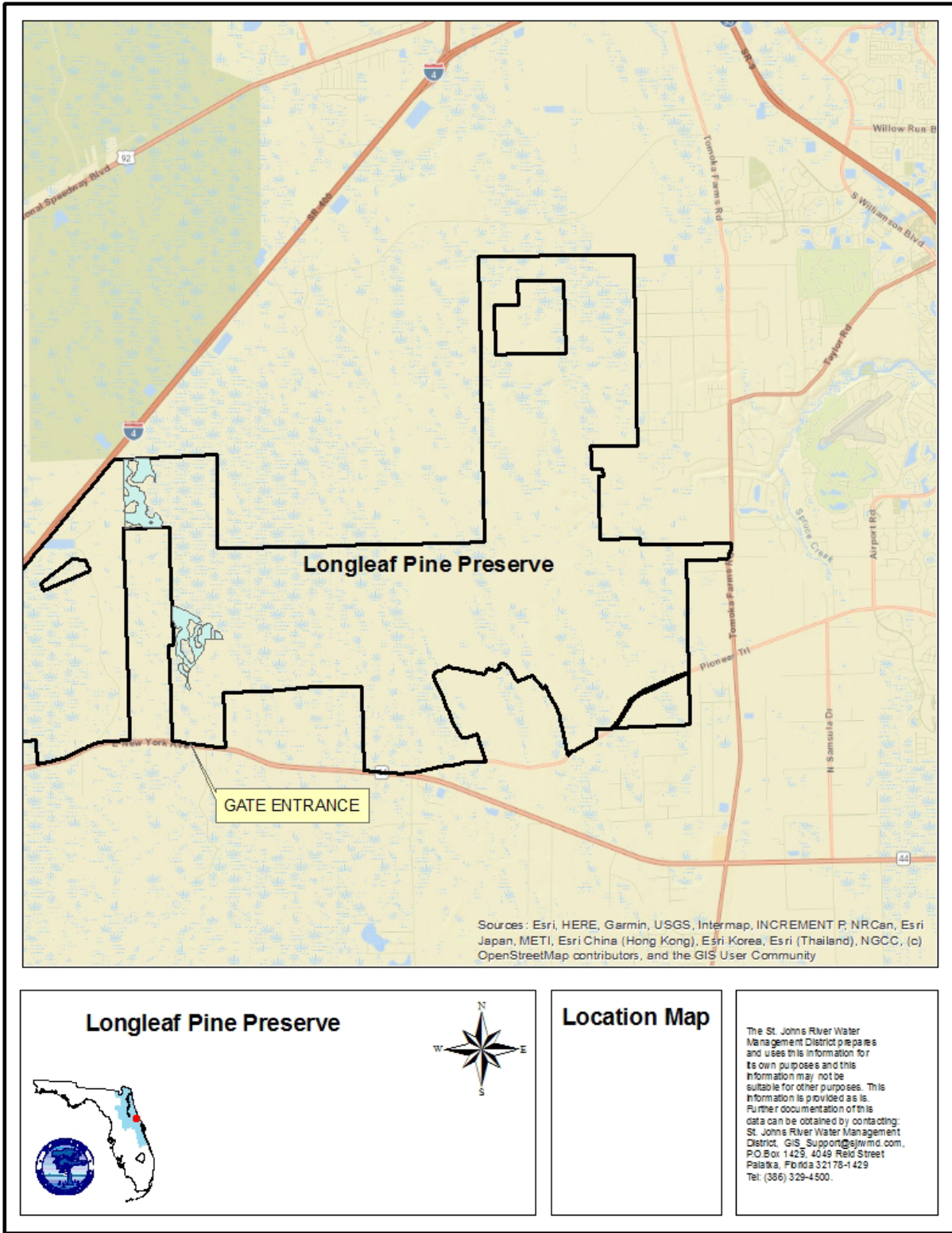


Figure 1: Longleaf Pine Preserve Mitigation Area Site Location

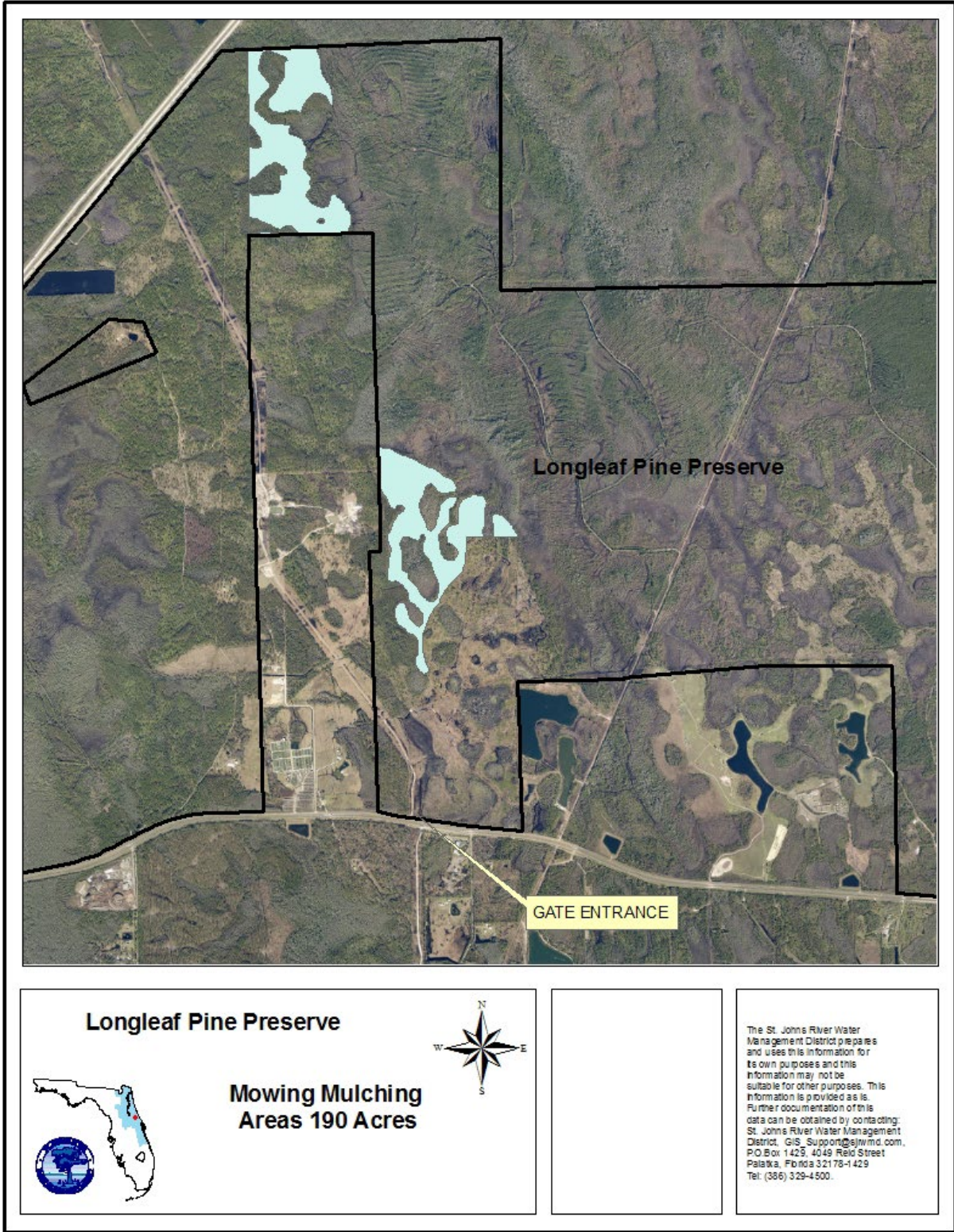


Figure 2: Longleaf Pine Preserve Mitigation Area – Mowing / Mulching Areas 190 Acres

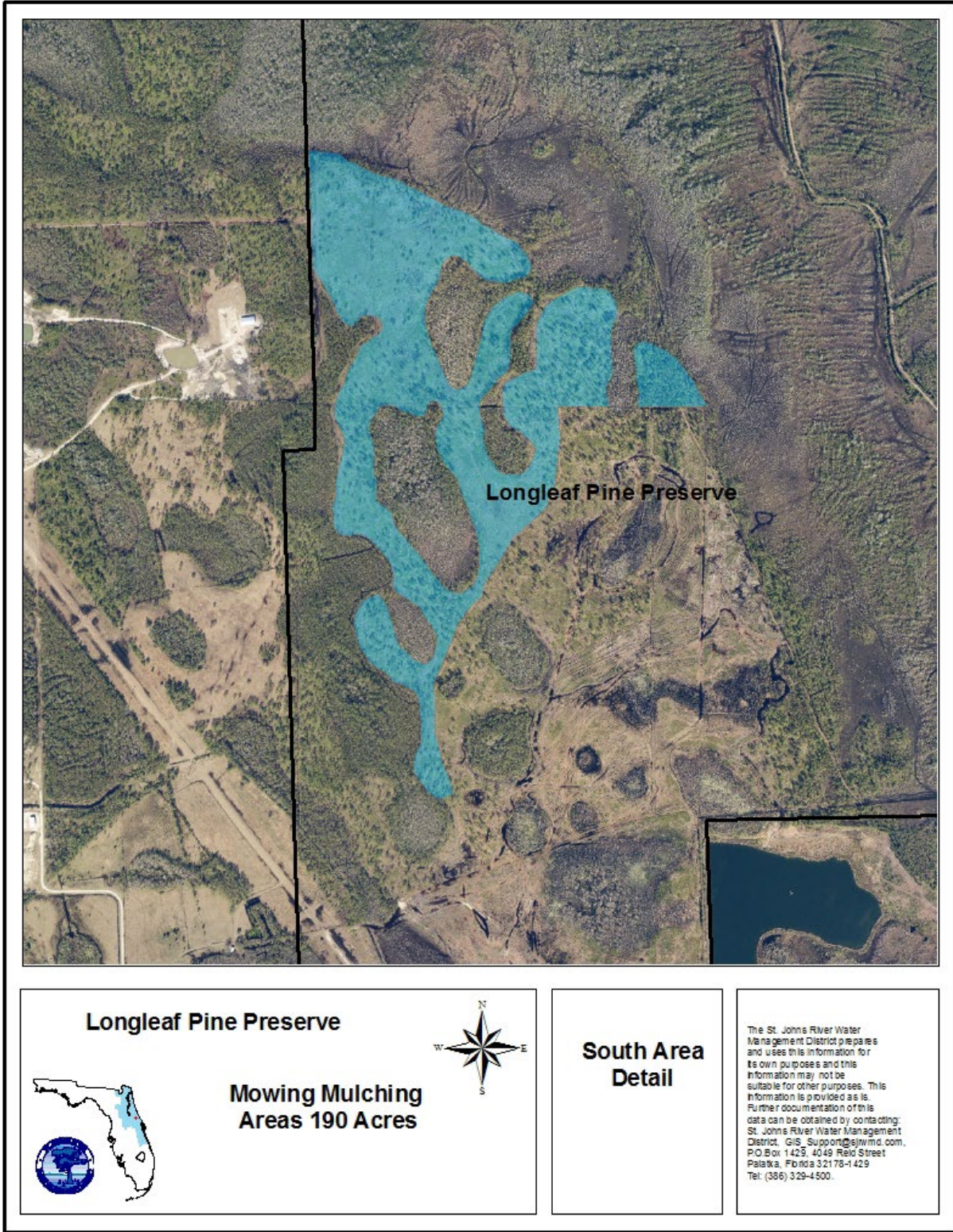


Figure 3: Longleaf Pine Preserve Mitigation Area – Mowing / Mulching Detail South Area – 91 Acres

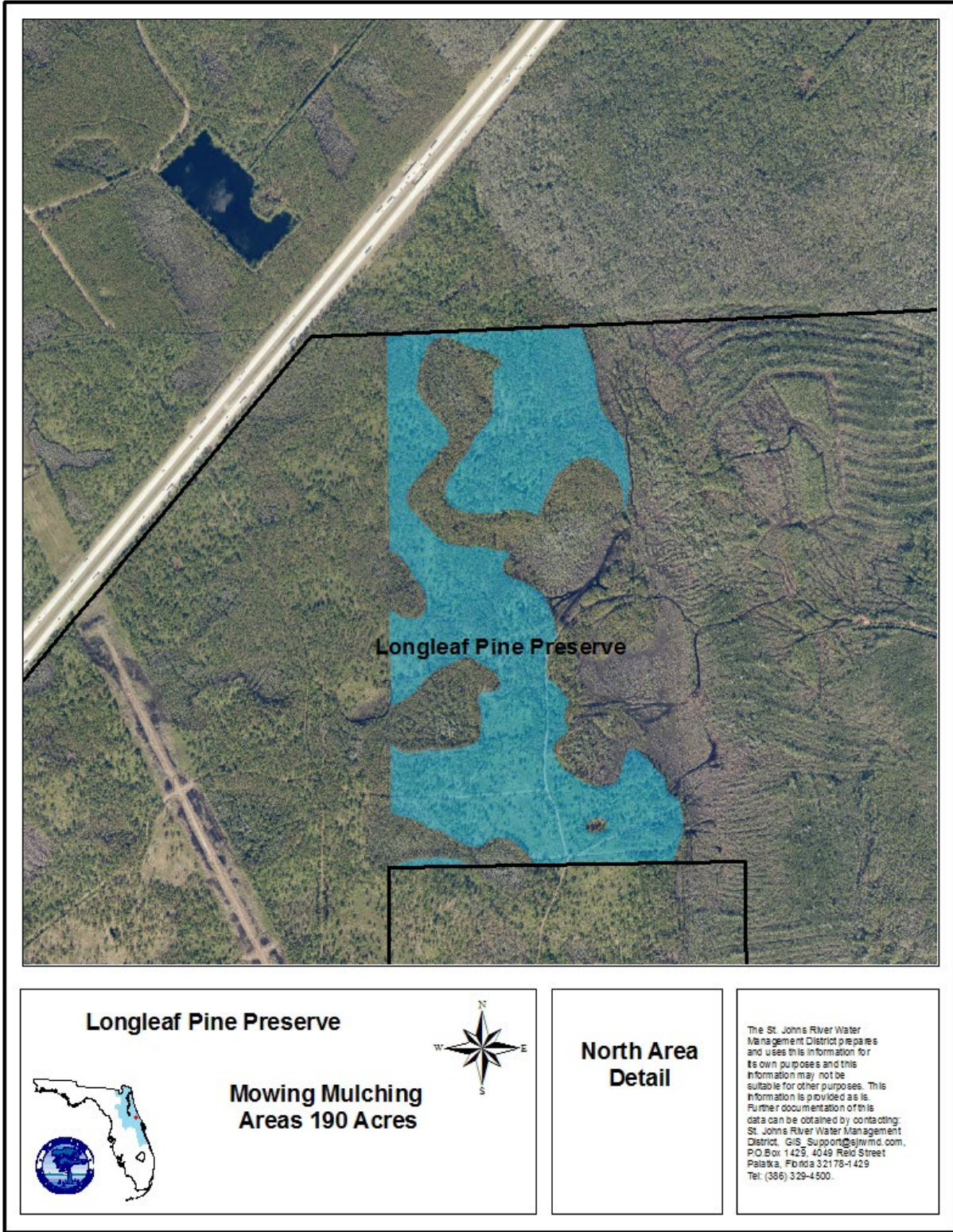


Figure 4: Longleaf Pine Preserve Mitigation Area – Mowing / Mulching Detail North Area – 99 Acres

**EXHIBIT 2 – COST SCHEDULE**

**RESPONSES ARE DUE BEFORE 3:00 P.M. THURSDAY, JUNE 22, 2023**

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Re: 38901 – Quote Request for Mowing / Mulching 190 Acres at Longleaf Pine Preserve SJ52

<b>DESCRIPTION</b>	<b>ACRES TO BE MOWED / MULCHED (Maximum 190 Acres)</b>	<b>UNIT PRICE (Per Acre)</b>	<b>TOTAL PROJECT COST</b>
Mowing / Mulching			

I HEREBY ACKNOWLEDGE, as Respondent's authorized representative, that I have fully read and understand all terms and conditions as set forth in this quote request and upon award of such quote, shall fully comply with such terms and conditions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Respondent (firm name)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Telephone number

**EXHIBIT 3 - QUALIFICATIONS – SIMILAR PROJECTS**

**(This form to be included in quote submittal)**

Respondent must have no less than three (3) years of experience on projects of a similar nature (Drum chopping services), and the Respondent must have completed at least two (2) projects with a minimum value of \$40,000 per project.

**Completed Project #1:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**Completed Project #2:**

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

Project value: \_\_\_\_\_ Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

**QUALIFICATIONS – GENERAL**

**(This form to be included in quote submittal)**

As part of the quote request, Respondent shall complete the following so that the District can determine Respondent's ability and experience regarding the proposed request.

Name of Respondent:

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Year company was organized/formed:

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Number of years Respondent has been engaged in business under the present firm or trade name:

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Total number of years Respondent has experience in similar work described in this request:

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Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

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Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

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Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing performance of the Work.

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#### EXHIBIT 4 – INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall name the **St. Johns River Water Management District (the "District") as Additional Insured**. All required policies shall include: (1) endorsement that waives any right of subrogation against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000 for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added, or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$500,000