

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

May 17, 2023

Potential Respondents

Re: Quote Request, 38830 – Drum Chopping with Operator for Sunland Citrus Mitigation Area SJ56

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 (Drum Chopping 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 \$40,000.

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 <u>before 3:00 p.m. on May 31, 2023</u>. It is preferred that all quotes be submitted as an attachment to an email addressed to Christina Holloway-Williams at chollowa@sjrwmd.com. Please reference <u>quote number 38830</u> 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.

- 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. 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

- 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 Alan Weaver, 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*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.
- 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 that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. 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 or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute 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

MECHANICAL VEGETATION DRUM CHOPPING SERVICES WITH OPERATOR FOR SUNLAND CITRUS MITIGATION AREA SJ56

I. LOCATION / INTRODUCTION

The Sunland Citrus Mitigation Area (SCMA) is located at the corner of Pitts Road and Harbor Way Road in Eustis, Florida in Lake County (Figure 1 and 2). There is a gated trail road with access to the property at that corner. The site includes approximately 596 acres of uplands and wetlands. The property is managed by the Florida Forest Service and is part of the Seminole State Forest. The Sunland Citrus Mitigation Area (SCMA) is the mitigation area proposed to offset unavoidable adverse impacts associated with two Florida Department of Transportation (FDOT) projects. These transportation projects include SR 40 from SR 15 (US 17) to SR 11 (FM 240836-1), SR 44 over St. Johns River Bridge #11063 (FM 429556-1-SJRWMD only). The wetland and upland enhancement required by these permits will be achieved through implementation of fire and/or mechanical management and establishment of appropriate canopy densities. The fire management is critical for maintenance of appropriate groundcover, forage, and overall habitat quality within the mitigation parcel. Many of these acres are fire dependent and require periodic prescribed fire to manage for ecological diversity. Prescribed fires also benefit adjacent lands by reducing fuel loading, thus reducing chances of catastrophic wildfire. In order to safely implement prescribed burns, roller chopping will provide the necessary fuel reduction to have fire performed more safely within the defined Units (Figure 3)

II. OBJECTIVES

The objective of this SOW is to drum chop approximately 134 acres as shown on Figure 3 for fuel load reduction. The total acreage to be completed maybe less than this based on the specific site locations, conditions, and access to the areas. The over-story vegetation to be chopped includes scrub oaks, juvenile sand pine and rusty lyonia that are six inches or less in diameter at breast height. The understory vegetation includes scrub oaks, palmetto, gallberry and fetter bush averaging between two to four feet tall. This chopping is intended to prepare the site for additional burning in the late fall of 2023. Chopping area boundaries consist of roads and natural boundaries. Where necessary, boundaries will be identified prior to the beginning of work.

III. PROJECT DESCRIPTION

Work shall include drum chopping the acreage in the specified locations. The areas to be chopped will be scheduled and identified by the Forester/Project Manager with the Contractor. The site boundaries will be identified by distinct natural or man-made boundaries, or by flagging attached to adjacent trees or stakes. This will be reviewed with the successful Contractor prior to chopping. Scrub chopping must be performed as scheduled with the Forester/Project Manager. Based on site conditions or forest operations, the Forester/Project Manager will set the order in which the blocks are chopped. Areas with residual live trees, either pockets or strips, or areas of light, grassy fuel loading, may be left untreated at the discretion of the Forester/Project Manager. The Forester/Project Manager will make the determination and notify the Contractor of these areas.

The scrub chopping area is to extend as close as possible to the inside edge of any adjoining woods road, or firebreak and at least 15', but no closer than 10' from an adjoining pine stand or residual portion of the same stand, throughout the areas to be chopped. All areas where the equipment can operate without causing excessive rutting must be treated. Within the treatment areas, 100% on the ground coverage must be made with a minimum of a single pass of the drum chopping machine. Contractor must use a single drum roller chopper to knock down and cut the vegetation and prepare the sites for burning. Roots and stems of vegetation must be cut to the depth of the drum blades and brush laid flat.

The Forester/Project Manager will make the determination as to when the soil and weather conditions are sufficient for chopping to begin and when to halt chopping due to extremely dry or wet conditions. It is the intention of the contract that, once work starts, chopping should continue during normal working hours until completion.

The staging site for fueling and equipment maintenance will be in a designated location agreed to by both Forester/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 Forester/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 Forester/Project Manager will be the responsibility of the contractor to repair or mitigate.

IV. CONTRACTOR RESPONSIBILITIES:

- The contractor shall notify District a minimum of one week prior to the contractor entering the project site.
- Contractor shall provide all labor 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. The minimum equipment needed for this project must be able to chop woody vegetation with up to 6" diameter stems.
- 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 Forester/ District's Project Manager. Verification of work being performed will be done by on-site observation and GPS tracking provided by contractor.
- Properly maintain all equipment. Forester/District's Project Manager 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.
- Any rutting that occurs that is deemed excessive by the Project Manager will be the responsibility of the contractor to repair or mitigate.
- Due care shall be exercised against starting and spreading fires during chopping 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.
- 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.
- Once all chopping work is complete a final inspection is required to be scheduled with the Contractor and Forester / Project Manager prior to final invoicing. Must provide the Forester/ District's Project Manager at least 24 hours' notice to inspect completed work.
- The Contractor will furnish sufficient personnel and equipment to complete the project in the time allowed. A competent foreman shall be designated in writing by the Contractor and will remain at the work site. Operations cannot stop for a period longer than 48 consecutive hours without approval of the Forester/Project Manager. Personnel problems must be resolved to ensure delays are minimized. If adverse weather is a problem the Contractor must furnish additional personnel and equipment to make up for lost time and ensure timely completion.

- The Contractor shall track all equipment chopping operations using GPS track lines. The GPS data files of the track lines shall be provided via email to the Forester/Project Manager in a format that is compatible to view in ESRI ArcGIS software or Google Earth.
- The Contractor shall perform the work in a safe and careful manner and will furnish and use such safety devices, methods, and measures as are required to protect Contractor and employees thereof, department personnel, and the general public against bodily injury and/or damage to property.
- <u>Protection of native communities:</u> Due to the highly aggressive nature of invasive plants, the Contractor must take precautions not to further spread any invasive plant on any State Forest. No soil disturbing activity may take place in areas infested by invasive plants. The Forester/Project Manager will identify all infested areas that must be avoided in the project pre-work meeting. All soil-disturbing equipment must be cleaned prior to removal from the site.
- <u>Protection of Wetlands</u>: Contractor shall use every precaution necessary to prevent pollution of wetlands and ditches, by fuel, oils, other chemicals, silt, or other harmful materials. All wetlands and ditches will be kept free of Contractor-generated debris.
- <u>Protection of Archaeological/Historical Resources</u>: The Contractor, upon the discovery of suspected archaeological or historical materials, shall cease work in the vicinity of such material and immediately notify the Forester/Project Manager.
- <u>Protection of faunal species</u>: Contractor shall use every precaution necessary to prevent disturbing and harassment of wildlife encountered on the State Forest. The willful killing of any animal species (i.e., amphibians, birds, fish, mammals, or reptiles) while working on State Forest lands will not be tolerated. Violations will void the contract and the Contractor may be subject to prosecution under appropriate wildlife laws.
- <u>Best Management Practices</u>: Contractor shall adhere to and implement all applicable best management practices for silvicultural operations as outlined in the current Silviculture Best Management Practices Manual.

V. DISTRICT OR FLORIDA FORESTER RESPONSIBILITIES:

- District's Project Manager or the Florida Forester will determine routes for ingress and egress to the property. Trail road access is shown on Figure 4.
- Describe the nature of the work that will be accomplished and delineate the work area via map or flagging tape.
- Coordinate scheduling with the Contractor.
- District's Project Manager or Florida Forester will make unscheduled inspections of work accomplished and equipment to ensure compliance to job specifications and evaluate performance. District's Project Manager or Florida Forester may order removal and replacement of any unsatisfactory equipment.

VI. TIMEFRAMES & DELIVERABLES

Work shall be completed before September 30, 2023.

VII. BUDGET/PAYMENT SCHEDULE

The budget for this project is \$45,000. The Contractor's compensation will be based on the Contractor's quote per acre cost of the area shown on Figure 3. Quotes need to include a cost breakdown per acreage and the total amount of acreage to be completed within the budgeted amount. Please fill out the Cost Schedule (Exhibit 2) for all quotes, please include company name, acreage to be completed, cost per acre and total project cost. Payment of project will be based on total acreage completed per the GPS tracks of areas completed provided by the Contractor. (*Please note that the total acreage capable of being drummed chopped may be less than 130 acres*).

All invoices are to be submitted to the Project Manager and Accounts Payable <u>acctpay@sjrwmd.com</u>, once all work is determined to be satisfactory. Once a Month invoicing is allowed that reflects the acreage of work completed accompanied by the GPS tracking map, or a single final invoice may be submitted once all work is completed with associated GPS tracking map.

VIII.EQUIPMENT SPECIFICATION REQUIREMENTS:

Single Drum chopper:

- The chopping machines must be equipped with roller drum choppers of no less than **8 feet** in width, **42** inches in diameter, (drum diameter does not include blade length), and have blades at least 8 inches long (if offset blades are used, only the longer blades will need to be 8" long).
- The blades must run continuously along the entire length of the drum; **NO AERATORS are permitted**.
- Each roller drum chopper must meet these size specifications. The drum choppers must be capable of being filled with water or be of sufficient weight to allow total ground penetration of the cutting blades. The choppers may be required to be filled with an amount of water, at the discretion of the Forester/Project Manager, to ensure effectiveness, no matter the size of the chopper.
- A skidder or crawler tractor may be used to pull each drum chopper. The Forester/Project Manager reserves the right to inspect equipment prior to chopping.
- All equipment must be cleaned prior to chopping and be free of all dirt and vegetation as not to introduce invasive plant species.
- All equipment must be maintained in good working order.
- Florida Forest Service/District will **not** be responsible for getting equipment unstuck. Therefore, two or more tractors working together is highly recommended.
- Contractor is expected to chop all palmetto, shrubs, and small trees up to 6 inches in diameter in one pass using this equipment.

IX. FLORIDA FORESTER / PROJECT MANAGER

Florida Forester: Joseph Bishop Forestry Supervisor II Seminole State Forest 28500 SR44 Eustis, FL 32736 Phone: (352) 589-1762 Email: Joseph.Bishop@FDACS.gov

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

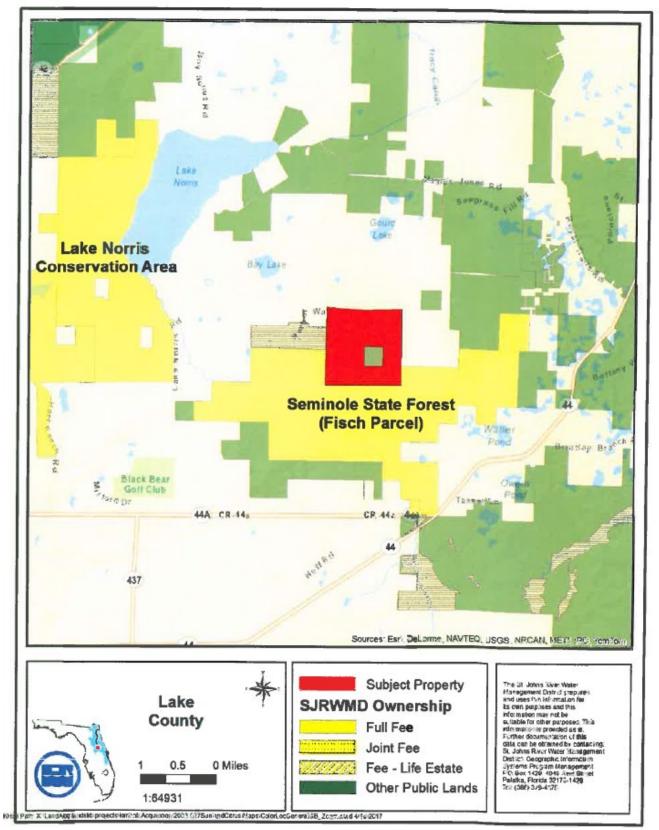


Figure 1: Sunland Citrus Site Location

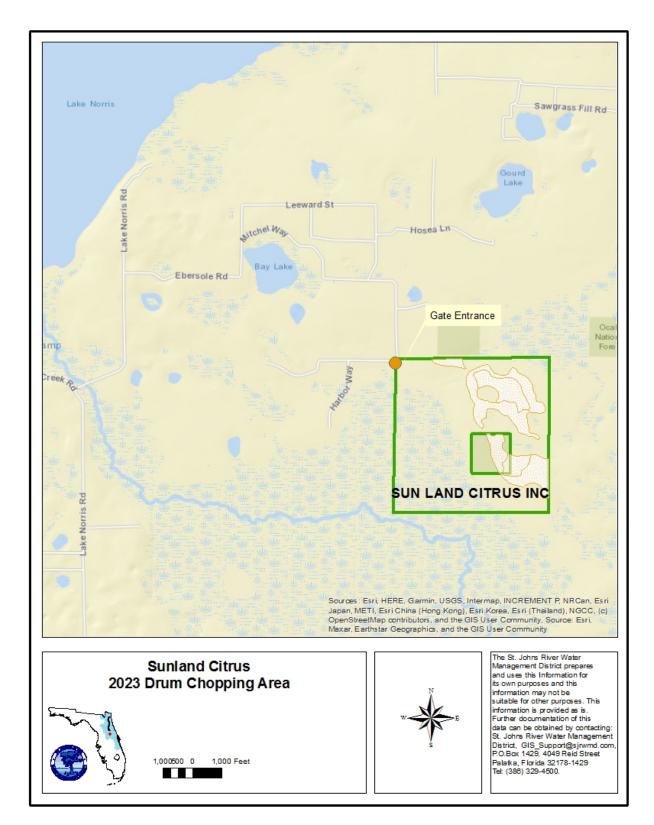


Figure 2: Sunland Citrus Location Map

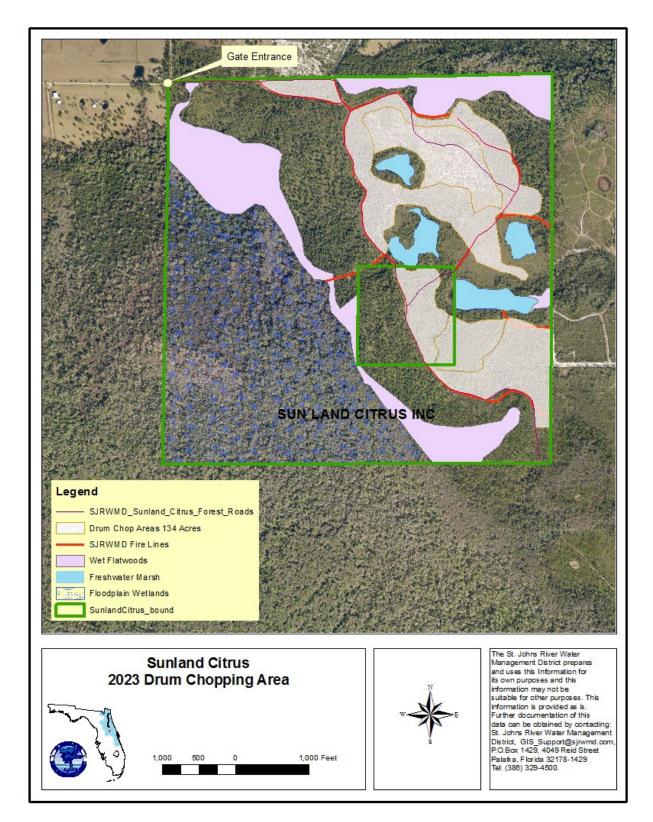


Figure 3: Sunland Citrus Drum Chopping Map

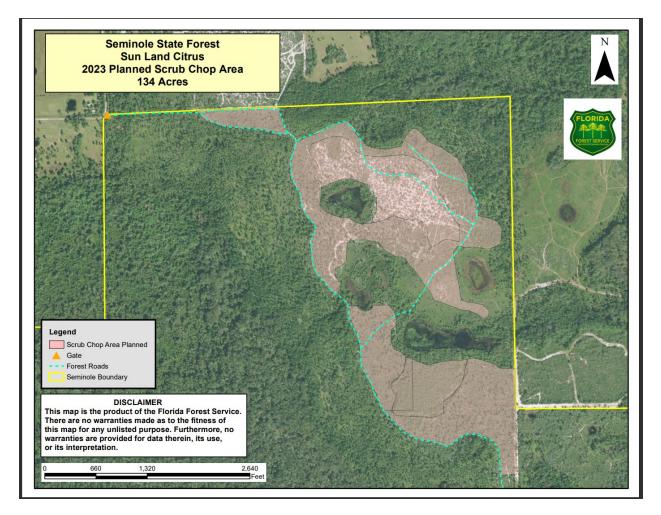


Figure 4: Drum Chopping with Forest Access Trail Roads

EXHIBIT 2 – COST SCHEDULE

RESPONSES ARE DUE BEFORE 3:00 P.M. WEDNESDAY, MAY 31, 2023

TO: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Re: 38830 – Quote Request for Drum Chopping with Operator for Sunland Citrus Mitigation Area SJ56

| DESCRIPTION | ACRES TO BE CHOPPED (Maximum 130 Acres) | UNIT PRICE (Per Acre) | TOTAL PROJECT COST |
|-----------------|---|-----------------------------|--------------------------|
| Single Drum | | | |
| Roller Chopping | | | |

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 persor | n at agency/compa | any: | | | | | |
| Telephone: | Fax: | | _E-mail: | _ | | | |
| Address of agency/com | npany: | | | | | | |
| | | | | | | | |
| Description: | | | | | | | |
| | | | | | | | |
| Project value: | Start date: | | Completion date: | | | | |
| | | (month/year) | | (month/year) | | | |
| Completed Project #2: | | | | | | | |
| Agency/company: | | | | | | | |
| Current contact pe | erson at agency/co | ompany: | | | | | |
| Telephone: | Fax: | | _E-mail: | | | | |
| Address of agency/com | npany: | | | | | | |
| | | | | | | | |
| 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:

Year company was organized/formed:

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

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

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

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.

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.

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