

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
HELICOPTER SERVICES FOR PRESCRIBED BURNS AND/OR AERIAL OBSERVATION
INVITATION FOR BID 38966**

The Governing Board of the St. Johns River Water Management District (the “District”) requests that interested parties respond to the solicitation below by **2:00 p.m., September 19, 2023**. Further information is available through DemandStar at *Demandstar.com*, Vendor Registry at *Vendorregistry.com*, My Florida MarketPlace at *myfloridamarketplace.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, and My Florida MarketPlace, or the District by calling or emailing Mark Morris, Associate Procurement Specialist, at 386-329-4264 or rmmorris@sjrwmd.com. Responses will be opened in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.

The District is requesting Bid Submittals from firms providing a variety of helicopter services to support the District's Land Resources Prescribed Burn Program. Fire operations are extremely time-sensitive; therefore, it is necessary to draw from multiple contractors who can provide the necessary helicopter services. The actual contractor to be utilized for the helicopter services on any given operation shall be based upon the availability of required aircraft and/or equipment to fulfill the mission. Work under the awarded agreements will be authorized through a Work Order, which shall specify the specific details of the scope of services.

The District covers an area of approximately 12,283 square miles spanning 18 counties. The District is the lead manager of more than 425,000 acres of public lands, while it manages another 335,000 acres through a variety of partnerships with numerous agencies and local governments. The District is charged with four core missions, including water quality protection, water resource conservation, flood protection and the stewardship of natural systems. Maintaining and/or enhancing these natural systems with fire is a major part of managing these lands. In the last ten years, the District has averaged 27,750 acres of prescribed burns annually and exceeded 52,000 acres twice in this span. Usually, the majority of these acres are aerially burned with an average of about 13 aerial burns per year in the last ten years. While the use of helicopters may add to the complexity of operations, efficiency and safety are greatly improved especially on larger acreage burns reducing costs per acre and minimizing interior ground operations.

The estimated budget for this project is \$375,000 over a 36-month period, beginning October 2023 – September 30, 2026. Staff’s recommendation of award will be presented to the District’s Governing Board on October 10, 2023.

Americans With Disabilities Act (ADA)

The District does not discriminate on the basis of disability in its services, programs, or activities. Special accommodations for disabilities may be requested through Mark Morris, Associate Procurement Specialist, at 386-329-4264 or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

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INSTRUCTIONS TO RESPONDENTS

1. DEFINITIONS

The definitions of capitalized terms used in this solicitation that are not otherwise defined herein can be found in the sample contract document (the “Agreement”) that is at the end of these instructions.

2. CONTRACT ADMINISTRATION

All inquiries related to this solicitation may only be directed to the Procurement Specialist:

Mark Morris, Associate Procurement Specialist
 Phone: 386-329-4264
 Email: RMMorris@sjrwmd.com

Between the release of this solicitation and the posting of the notice of intended decision, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this solicitation, except the procurement employee listed above. Violation of this provision is grounds for rejecting a response.

3. WHERE TO SUBMIT BID

Respondent must submit its Bid either by (1) uploading to Demandstar, or (2) delivered in “digital format” in a sealed envelope. Instructions for submitting are provided below.

Demandstar upload: Bids may now be uploaded directly to www.demandstar.com

OR

Delivered “digital” format: All digitally submitted files shall be saved to a single pin/thumb/jump drive. The pin/thumb/jump drive **MUST** be placed in a sealed envelope – **DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE.** Digital bids must be mailed or hand-delivered in a sealed envelope to:

Mark Morris, Associate Procurement Specialist
 Attn: Office of Financial Services
 St. Johns River Water Management District
 4049 Reid St, Palatka, FL 32177-2571

Respondents must clearly label the mailed or hand-delivered Bid envelope with **large bold, and/or colored lettering (place label on inner envelope if double sealed)** as follows:

SEALED BID — DO NOT OPEN
 Respondent’s Name: _____
 Invitation for Bid: 38966
 Opening Time: 2:00 p.m.
 Opening Date: September 19, 2023

4. OPENING OF BIDS

Respondents or their authorized agents are invited to attend the opening of the Bids at the following time and place:

2:00 p.m., September 19, 2023
 St. Johns River Water Management District Headquarters
 4049 Reid Street, Palatka, Florida 32177-2571

The Florida Public Records Act, §119.071(1)(b), Fla. Stat., exempts sealed Bids 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 bids, proposals, submittals, or final replies, whichever is earlier. This exemption is not waived by the public opening of the Bids.

Unless otherwise exempt, Respondent's Bid is a public record subject to disclosure upon expiration of the above exemption period. If any information submitted with the Bid 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 Bid and explain the basis for such exemption. The District reserves the right, in its sole judgment and discretion, to reject a Bid for excessive or unwarranted assertion of trade secret confidentiality and return the Bid to Respondent.

5. PREPARATION AND ORGANIZATION OF BID DOCUMENTS

Respondent must adhere to the following instructions regarding the preparation and organization of Bids:

1. Respondents must submit the following fully completed and executed (if applicable) documents on reproduced copies of the attached forms provided in FORMS:

TAB 1: BID FORM AND COST SCHEDULE

- a. Bid Form
- b. Cost Schedule

TAB 2: ADMINISTRATIVE REQUIRED FORMS

- c. Proposed Subcontractors
- d. Certificate as to Corporation
- e. Affidavit as to Non-collusion and Certification of Material Conformance with Specifications
- f. Drug-Free Workplace (not required unless there is a tie bid)

TAB 3: QUALIFICATION DOCUMENTATION

- g. Qualifications - General
- h. Qualifications - Similar Projects
- i. Qualifications - Client References
- j. Documentation of Resources (personnel and equipment)

2. Respondents must submit the original bid package in the form and manner specified herein. All blank spaces on the bid documents must be typewritten or legibly printed in ink. In the event you decline to submit a bid, the District would appreciate submittal of the "No Response Form" provided at the end of the "FORMS" section to describe the reason for not submitting a bid.
3. Respondent must follow all procedures for uploading to Demandstar or digital submission or the Respondent's Bid may be determined as "non-responsive" and rejected.
4. Unless directed otherwise, all information required by the solicitation, including the forms and questionnaires listed under "1" above, must be completed (typed or handwritten) and included in the

submission in electronic format (forms must be completed and converted/scanned to PDF format (Adobe). The file-naming conventions for the bid shall include:

- a. Bid: IFB # Respondent's name (abbreviated) Due Date
(Example: IFB 12345 ABC Company 01-15-16)
5. All digitally submitted files shall be saved to a single thumb/jump drive. The thumb/jump drive MUST be placed in a sealed envelope pursuant to the instructions under Item 3 for sealed Bid – DO NOT SUBMIT YOUR BID BY EMAIL — THIS WILL RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.
6. Please do NOT password protect your files. The District recommends that Respondents confirm their Submittal will open correctly on a non-company owned computer. Any electronic submittal received by the District that does not open on a District-owned computer is subject to rejection as a defective response.
7. All the forms and questionnaires in the Invitation for Bids package are available upon request in Microsoft® Word to aid the Respondent in submitting its Bid.

A RESPONDENT'S BID MAY BE REJECTED AS NON-RESPONSIVE FOR (1) FAILING TO COMPLETE ALL FORMS AND QUESTIONNAIRES; (2) FAILING TO PROVIDE ALL REQUIRED MATERIALS; OR (3) OTHERWISE FAILING TO COMPLY WITH INSTRUCTIONS FOR PREPARATION AND ORGANIZATION OF BID.

6. INQUIRIES AND ADDENDA

District staff are not authorized to orally interpret the meaning of the specifications or other Agreement documents, 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 Invitation for Bids documents, but the Respondent is ultimately responsible for submitting the Bid in the appropriate form and in accordance with written procedures.

Every request for a written interpretation or correction must be received at least nine days prior to opening of Bids in order to be considered. Requests may be submitted by email at rmmorris@sjrwmd.com. Interpretations, corrections, and supplemental instructions will be communicated by written addenda to this solicitation posted by DemandStar and Vendor Registry to all prospective Respondents (at the respective addresses furnished for such purposes) no later than five days before the opening of Bids.

Submission of a Bid constitutes acknowledgment of receipt of all addenda. Bids 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 Bid, as submitted. All addenda become part of the Agreement.

7. BUDGET ESTIMATE

The estimated budget for the Work is \$375,000 over a 36-month period, beginning October 2023 – September 30, 2026. The amount is an estimate only and does not limit the District in awarding the Agreement.

Respondents are cautioned to not make any assumptions from the budget estimate about the total funds available for the Work. The District retains the right to adjust the estimate in awarding the Agreement. The District also reserves the right to reject all Bids if subsequent negotiations with qualified Respondents result in costs over this estimated budget amount. In addition, the District reserves the right to increase, decrease, or delete any class, item, or part of the Work in order to reduce costs for any

reason. The District may discuss alternatives for reducing the cost of the Work with Respondents and make such modifications as it determines to be in its best interest.

8. MINIMUM QUALIFICATIONS

Respondent must use the “Qualification Documentation” forms (General, Similar Projects, Client References) and Documentation of Resources (for personnel and equipment) provided in these documents to document the minimum qualifications listed below. **Failure to include these forms with the Bid may be considered non-responsive.**

- a. Respondent must have been in business providing helicopter services for at least the immediately preceding five-year period of the advertisement of this solicitation.
- b. Respondent (or a combination of the firm, individual or project manager assigned to the work) must have completed at least one project of a similar to services provided in the attached Statement of Work in the past three years.
- c. Respondent shall provide three client references, which may include the similar projects listed in response to subparagraph (b) above. No more than one reference shall be from the District.

REQUIRED RESOURCES (EQUIPMENT AND PERSONNEL):

- d. Prescribed-Burn Operations’ Aircraft – Respondent may bid on any or all of the categories below. With each bid, Respondent must provide documentation that its prescribed burn operations’ aircraft meets the selected category’s requirements outlined below. Respondent must use the Documentation of Resources form included under FORMS.

1. Aerial ignition using a PREMO MK III or SEI Industries Ltd. Red Dragon ignition machine (Ignition machine with operator and plastic spheres will be provided by District)

Aircraft requirements:

- Capable of holding and providing power to the PREMO MK III or SEI Industries Ltd. Red Dragon ignition machine, as well as machine operator and at least two (2) to three (3) extra boxes of plastic spheres (District will provide the power adapter).
- Capable of securing operational PREMO or Red Dragon machine in the aircraft with belly strap or other sound method.
- Capable of hovering and flying low-level (100 feet above ground level) with a crew of two District staff, plus the pilot.
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 megahertz (MHZ).
- Internal communications system for pilot, observer, and ignition machine operator.
- Listed on the Federal Aviation Administration’s (FAA) 14 CFR Part 133 certificate for external loads.
- Listed on the FAA 14 CFR Part 137 certificate for agricultural operations.
- Not required but preferred, that on any given burn day, preference may be given to awarded Contractors that can provide a “Bambi” bucket to the burn site at the discretion of the District’s burn manager.

Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of FAA 14 CFR Part 133 certificate for external loads and Part 137 certificate for agricultural operations airman competency/proficiency check.

- Written documentation of training in use and operation of PREMO MK III and/or or SEI Industries Ltd. Red Dragon.
- Ability to communicate with, and follow directions from, District staff serving as Burn Boss and/or Ignition Boss

2. Aerial ignition using a Helitorch requirements:

- Helitorch shall be provided by Contractor.
- All mixing devices, tanks, and pumps shall be furnished by the Contractor.
- Fuel and gelling agents for the helitorch shall be provided by the Contractor and charged separately based upon use. Receipts for fuel shall accompany invoice and reimbursement shall be at actual cost.

Aircraft requirements:

- Capable of hovering and flying orientation flight at low-level (100 feet above ground level) with an observer (District staff) plus the pilot
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz
- Helitorch and all equipment necessary to support helitorch operations.
- Internal communications system for pilot and observer during orientation flight
- GPS to ensure that ignition operations are kept within boundary established during orientation flight.
- Listed on the FAA 14 CFR Part 133 certificate for external loads.
- Listed on the FAA 14 CFR Part 137 certificate for agricultural operations.
- Not required but preferred, on any given burn day, preference may be given to awarded Contractors that can provide a “Bambi” bucket to the burn site at the discretion of the District’s burn manager.

Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of FAA 14 CFR Part 133 certificate for external loads and Part 137 certificate for agricultural operations airman competency/proficiency checks
- Ability to communicate with, and follow directions from, District staff serving as Burn Boss and/or Ignition Boss via air to ground communications.

3. Fire Suppression with a bucket

- Bucket shall be provided by Contractor.

Aircraft requirements:

- A “Bambi Bucket” or other aerial delivery system. The size of the bucket shall be identified by the Respondent on the cost schedule.
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz.

- Listed on the FAA 14 CFR Part 133 certificate for external loads.

Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of FAA14 CFR Part 133 certificate for external loads airman proficiency check
- Written documentation of training in use and operation of the aerial delivery system
- Ability to communicate with, and follow directions from, District staff serving as Burn Boss and/or Ignition Boss

4. Aerial Observation/Reconnaissance requirements:

Aircraft requirements:

- Capable of hovering and flying low-level (100 feet above ground level) with a crew of two District staff, plus the pilot
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHZ.
- Internal communications system for pilot, and all on-board crew members
- Listed on the 14 CFR Part 135 certificate for flights with different passenger pickup and drop-off locations, otherwise flights with same passenger pickup and drop-off may be conducted under CFR Part 91 General Flight Rules

Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of FAA 14 CFR Part 135 Airman Competency Proficiency Check for flights with different passenger pickup and drop-off locations, otherwise flights with same passenger pickup and drop-off may be conducted under CFR Part 91 General Flight Rules
- Ability to communicate with, and follow directions from, District staff serving in the mission.

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Respondent to perform the Work. The District reserves the right to reject any Bid if the evidence submitted by such Respondent and/or the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the Work in a manner acceptable to the District within the time period specified.

9. SUBCONTRACTS

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than ten percent of the Work on the attached "Proposed Subcontractors" form. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid.

10. SIGNATURE AND CERTIFICATION REQUIREMENTS

An individual submitting a Bid must sign his/her name therein and state his/her address and the name and address of every other person interested in the Bid as principal.

If a firm or partnership submits the Bid, state the name and address of each member of the firm or partnership. If a corporation submits the Bid, an authorized officer or agent must sign the Bid, subscribing the name of the corporation with his or her own name and affixing the corporate seal. Such

officer or agent must also provide the name of the state under which the corporation is chartered, and the names and business addresses of the President, Secretary, and Treasurer. Corporations chartered in states other than Florida must submit evidence of registration with the Florida Secretary of State for doing business in the State of Florida.

Respondent must certify that all persons or entities having an interest as principal in the Bid or in substantial performance of the Work have been identified in the Bid forms.

11. DISQUALIFICATION OF RESPONDENTS

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

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names.
- c. Evidence of collusion among Respondents.
- d. Submission of materially false information with the Bid.
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work.
- f. Respondent is failing to adequately perform on any existing contract with the District.
- g. Respondent has defaulted on a previous contract with the District.
- h. 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.
- i. 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.

12. REJECTION OF BID

Bids must be delivered to the specified location and received before the Bid opening in order to be considered. Untimely Bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Bid 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 Bid.

The District reserves the right to reject any and all Bids and cancel this request for qualifications when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

13. WITHDRAWAL OF BIDS

Respondent may withdraw its Bid if it submits such a written request to the District prior to the designated date and hour of opening of Bids. Respondent may be permitted to withdraw its Bid no later than 72 hours after the Bid opening for good cause, as determined by the District in its sole judgment and discretion.

14. AWARDING THE AGREEMENT

- a. Agreement(s) will be awarded to each responsive, responsible Respondent, being the Respondent(s) who demonstrate, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent(s)"). The Successful Respondent(s) will make up a pool of qualified firms. Work Orders will be awarded based on the availability of equipment for the service type

requested. If the firm with the lowest hourly rate for the service type requested is not available to perform the Work, the District will award the Work Order to the next lowest available firm.

- b. 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 bids 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.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation 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 bids.
- d. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

15. EXECUTION OF AGREEMENT

Submittal of a Bid binds the Successful Respondent to perform the Work upon acceptance of the Bid and execution of the Agreement by the District.

Unless all Bids are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ten days of the date of receipt, along with the following:

- a. A completed Internal Revenue Service Form W-9
- b. Satisfactory evidence of all required insurance coverage
- c. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent and
- d. All other information and documentation required by the Agreement.

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.

Failure upon the part of the Successful Respondent to execute the Agreement or timely submit the required evidence of insurance coverage, or any other matter required by the Agreement, will be just cause, if the District so elects, for the recommended award to be annulled.

16. EXAMINATION OF AGREEMENT DOCUMENTS AND WORK AREA

Respondent is solely responsible for being fully informed of the conditions under which the Work is to be performed in relation to existing conditions. Respondent is responsible for carefully examining the general area of the Work, the requirements of the drawings and other contract documents related to the Work, the time in which the Work must be completed, and any other details of the Work. Respondent 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 Successful Respondent of 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 its Bid. Any such failure will not be sufficient cause to submit a claim for additional compensation.

No verbal agreement or conversation with any District officer, agent or employee, either before or after the execution of the Agreement, will affect or modify any of its terms.

17. DIVERSITY

The District is committed to the opportunity for diversity in the award and performance of all procurement activities. The District encourages its 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.

18. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING - F.S.287.05701:

Notice is hereby provided that pursuant to Section 287.05701, Florida Statutes, the District (1) will not request documentation of or consider a Respondent's social, political, or ideological interests when determining if the Bidder is a responsible Bidder and (2) may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

19. FLORIDA SALES TAX

The District is exempt from payment of State of Florida sales tax pursuant to §212.08(6), Fla. Stat. Any tangible personal property that is the subject of this Invitation for Bids is intended to remain tangible personal property and not become part of a public work owned by the District.

20. 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 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 §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.

21. USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

Respondent may provide services to other State of Florida governmental entities pursuant to the terms and conditions of the Agreement. These governmental entities include other water management districts, state of Florida agencies (including members of the state university system and community college system), counties, school boards, municipalities, special districts, and other local public agencies or authorities. References to the St. Johns River Water Management District in the Agreement will be replaced with the purchasing entity and the District will not be a party to any other governmental entity's agreement to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

22. NOTICES AND SERVICES THEREOF

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* and Vendor Registry at *vendorregistry.com*. Onvia DemandStar and Vendor Registry may also be accessed through the District's web site 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.

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 posted.

As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email to Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

23. PROTEST PROCEDURES

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, any person adversely affected by the terms, conditions, or specifications, including addenda, must file a written Notice of Protest within 72 hours after its posting.

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.

Pursuant to §120.57(3), Fla. Stat., and Rule 28-110.004, Fla. Admin. Code, the protester must also file 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.

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 District's estimated contract amount.

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.

The District's acceptance of pleadings, petitions, Notice of Protest, Formal Written Protest, or other documents filed by email is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at *sjrwmd.com*. These conditions include, but are not limited to, the document being in the form of a PDF or TIFF file and being capable of being stored and printed by the District.

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.

FORMS
BID FORM

Include this form in the response under TAB 1

RESPONDENT:

The undersigned, as Respondent, hereby declares and certifies that the only person(s) or entities interested in this bid as principal(s), or as persons or entities who are not principal(s) of the Respondent but are substantially involved in performance of the Work, is or are named herein, and that no person other than herein mentioned has any interest in this bid or in the Agreement to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent represents to the District that, except as may be disclosed in an addendum hereto, no officer, employee or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further declares that it has examined the Agreement and informed itself fully in regard to all conditions pertaining to this solicitation; it has examined the specifications for the Work and any other Agreement documents relative thereto; it has read all of the addenda furnished prior to the bid opening, as acknowledged below; and has otherwise satisfied itself that it is fully informed relative to the Work to be performed.

Respondent agrees that if its bid is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the Work in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum No.	Date	Addendum No.	Date
_____	_____	_____	_____
_____	_____	_____	_____

Respondent (firm name) _____
Date

Address

Email address

Signature _____
Telephone number

Typed name and title

COST SCHEDULE

Include this form in the response under TAB 1

Bid to be opened at 2:00 p.m., **September 19, 2023**

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for HELICOPTER SERVICES FOR PRESCRIBED BURNS AND/OR AERIAL OBSERVATION, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the prices contained in the following schedule (fill in all blanks).

Respondents are reminded to refer to "PREPARATION AND ORGANIZATION OF BID DOCUMENTS" for information to be included with the bid package.

Respondents may bid on one or more of the Bid Items. The District prefers that Respondents provide a cost for Item 6 – Aircraft Fuel Chase Truck (for use with that Respondent's aircraft only); however, Respondents are not required to bid this item. The District reserves the right to award to multiple respondents who meet or exceed the minimum qualifications of this solicitation.

Agreement(s) will be awarded to each responsive, responsible Respondent, being the Respondent(s) who demonstrate, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondent(s)"). The Successful Respondent(s) will make up a pool of qualified firms. Work Orders will be awarded based on the availability of equipment for the service type requested. If the firm with the lowest hourly rate for the service type requested is not available to perform the Work, the District will award the Work Order to the next lowest available firm.

Aircraft costs must include, but are not limited to, aircraft equipment, fuel, labor (ground crews and aerial – pilot), and incidentals necessary to complete all items specified.

Item	Aircraft and Aircraft Fuel Chase Truck	Hourly Rate
1	Prescribed-Burn Operations: Aircraft Aerial ignition utilizing a Premo Mark III or Sei Industries Ltd. Red Dragon ignition machine (furnished by the District)	\$
2	Prescribed-Burn Operations: Aircraft Aerial ignition utilizing a Helitorch (furnished by the successful Respondent)	\$
3	Fire-Suppression Operations Aircraft with bucket (bucket size: _____)	\$
4	Aerial Observation/Reconnaissance Aircraft	\$
5	Ground transport of aircraft	\$ /mile
6	Aircraft Fuel Chase Truck (with fuel and driver):	\$ /mile

Respondent's Name: _____

Cost Schedule continued on the following page

COST SCHEDULE *(continued from previous page)*

Pursuant to §287.084(2) Fla. Stat., a vendor whose principal place of business is outside the State of Florida must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

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

Date

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed name and title

PROPOSED SUBCONTRACTORS

Include this form in the response under TAB 2

Respondent must submit with its Bid a list of all known subcontractors who will participate in more than 10% of the Work by providing the information requested below. If none, so indicate. Acceptance of the Bid does not constitute approval of the subcontractors identified with the Bid. Attach additional sheets if necessary.

1. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

2. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

3. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

4. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

5. Name and address of subcontractor: _____

Description of work: _____

Estimated value of Work: _____

CERTIFICATE AS TO CORPORATION

Include this form in the response under TAB 2

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this Invitation for Bids and perform all work and furnish materials and equipment required under the Agreement and is authorized to do business in the state of Florida.

Corporation name: _____

Address: _____

Registration No.: _____

Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal)

Attest: _____

(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the Project, and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the state of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF MATERIAL CONFORMANCE WITH SPECIFICATIONS

Include this form in the response under TAB 2

STATE OF _____

COUNTY OF _____

I, the undersigned, _____ being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:

_____ the Respondent that has submitted the attached bid.

2. The attached bid is genuine. It is not a collusive or sham bid.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham bid in connection with the Agreement for which the attached bid has been submitted, or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid of any other Respondent, or to fix any overhead, profit, or cost element of the bid prices or the bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. The price(s) quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this bid, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

7. Any materials and equipment proposed to be supplied in fulfillment of the Agreement to be awarded conform in all respects to the specifications thereof. Further, the proposed materials and equipment will perform the intended function in a manner acceptable and suitable for the intended purposes of the District.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, state of _____ at Large

My commission expires:

(SEAL)

DRUG-FREE WORKPLACE FORM

Include this form in the response under TAB 2

The Respondent, (business name), _____ in accordance with §287.087, Fla. Stat., hereby certifies that Respondent does the following:

1. Informs employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations
2. Publishes a statement notifying employees that
 - a. the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against its employees for violations of such prohibition.
 - b. as a condition of working on the contractual services that are the subject of this solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Fla. Stat., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
3. Gives each employee engaged in providing the contractual services that are the subject of this solicitation a copy of the statement specified in paragraph 2, above.
4. Imposes a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee convicted of a violation listed in sub-paragraph 2.b., above.
5. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of §287.087, Fla. Stat.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

By: _____

Title: _____

Date: _____

QUALIFICATIONS - GENERAL

Include this form in the response under TAB 3

As part of the bid, Respondent shall complete the following so that the District can determine Respondent’s ability, experience, and facilities for performing the Work.

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 Helicopter Services for Prescribed Burns and/or Aerial Observation _____

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.

QUALIFICATIONS – SIMILAR PROJECTS

Include this form in the response under TAB 3

Respondent (or a combination of the firm, individual or project manager assigned to the work) must have completed at least one project of a similar to services provided in the attached Statement of Work in the past three years.

Completed Project 1:

Agency/Company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Project location: _____

Name of project: _____

Project Description: _____

Start Date: _____ (month/year) Completion Date: _____ (month/year)

Name(s) of assigned personnel:

Respondent's Project manager: _____

Others: _____

QUALIFICATIONS - CLIENT REFERENCES

Include this form in the response under TAB 3

Respondent shall provide three client references, which may include the similar projects listed in response to QUALIFICATIONS – SIMILAR PROJECT. No more than one reference shall be from the District. (For similar projects listed above, simply state “Similar Project No. _.”).

Client Reference 1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

Client Reference 3:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ E-mail: _____

Agency/Company Address: _____

Name of project: _____

Description: _____

Project value: _____ Project manager: _____

DOCUMENTATION OF RESOURCES (personnel and equipment)

Include this form in the response under TAB 3

Respondent must provide all documentation to support each of the following:

Prescribed-Burn Operations' Aircraft – Respondent must provide documentation that its prescribed –burn operations' aircraft meets either Item 1 and/or Item 2 requirements outlined below, as applicable. If bidding on both aircrafts, documentation must be included for both.

1. Aerial ignition using a PREMO MK III or SEI Industries Ltd. Red Dragon ignition machine
(ignition machine with operator and plastic spheres will be provided by District)

Aircraft Requirements:

- Capable of holding and providing power to the PREMO MK III or SEI Industries Ltd. Red Dragon ignition machine as well as machine operator and at least 2-3 extra boxes of plastic spheres (District will provide the power adapter).
- Capable of securing operational PREMO or Red Dragon machine in the aircraft with belly strap or other sound method
- Capable of hovering and flying at low-level (100 feet above ground level-AGL) with a crew of two District staff, plus the pilot
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz.
- Internal communications system for pilot, observer, and ignition machine operator
- Listed on the Federal Aviation Administration's (FAA) 14 CFR Part 133 certificate for external loads.
- Listed on the FAA 14 CFR Part 137 certificate for agricultural operations.
- Not required but preferred, that on any given burn day, preference may be given to awarded Contractors that can provide a "Bambi" bucket to the burn site at the discretion of the District's burn manager.

Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of FAA 14 CFR Part 133 certificate for external loads and Part 137 certificate for agricultural operations airman competency/proficiency check
- Written documentation of training in use and operation of PREMO MK III and/or or SEI Industries Ltd. Red Dragon
- Ability to communicate with, and follow directions from, District staff serving as Burn Boss and/or Ignition Boss

2. Aerial ignition using a Helitorch:

- Helitorch provided by Contractor.
- All mixing devices, tanks, and pumps shall be furnished by the Contractor.
- Fuel and gelling agents for the helitorch shall be provided by the Contractor and charged separately based upon use. Receipts for fuel shall accompany invoice and reimbursement shall be at actual cost.

DOCUMENTATION OF RESOURCES (personnel and equipment) - *Continued*
 Include this form in the response under TAB 3

Aircraft Requirements:

- Capable of hovering and flying at low-level (100 feet above ground level-AGL) with an observer (District staff) plus the pilot
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz.
- Helitorch and all equipment necessary to support helitorch operations.
- Internal communications system for pilot and observer during orientation flight
- GPS to ensure that ignition operations are kept within boundary established during orientation flight.
- Listed on the Federal Aviation Administration's (FAA) 14 CFR Part 133 certificate for external loads.
- Listed on the FAA 14 CFR Part 137 certificate for agricultural operations.
- Not required but preferred, on any given burn day, preference may be given to awarded Contractors that can provide a "Bambi" bucket to the burn site at the discretion of the District's burn manager.

Pilot requirements:

- Commercial or ATP Certificate with rating for Rotorcraft
- Written evidence of FAA 14 CFR Part 133 certificate for external loads and Part 137 certificate for agricultural operations airman competency/proficiency check
- Ability to communicate with, and follow directions from, District staff serving as Burn Boss and/or Ignition Boss

3. Fire Suppression with a bucket requirement:

- Bucket provided by Contractor.

Aircraft requirements:

- A "Bambi Bucket" or other aerial delivery system. The size of the bucket shall be identified by the Respondent on the cost schedule.
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz.
- Listed on the FAA 14 CFR Part 133 certificate for external loads.

DOCUMENTATION OF RESOURCES (personnel and equipment) - *Continued*
Include this form in the response under TAB 3

Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of FAA14 CFR Part 133 certificate for external loads airman proficiency check
- Written documentation of training in use and operation of the aerial delivery system
- Ability to communicate with, and follow directions from, District staff serving as Burn Boss and/or Ignition Boss

4. **Aerial Observation/Reconnaissance requirements:**

Aircraft requirements:

- Capable of hovering and flying low-level (100 feet AGL) with a crew of two District staff, plus the pilot.
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHZ.
- Internal communications system for pilot, and all on-board crew members
- Listed on the 14 CFR Part 135 certificate for flights with different passenger pickup and drop-off locations. Otherwise, all flights will have the same passenger pickup and drop-off locations in accordance with 14 CFR Part 91.

Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of FAA 14 CFR Part 135 Airman Competency Proficiency Check for flights with different passenger pickup and drop-off locations. Otherwise, all flights will have the same passenger pickup and drop-off locations in accordance with 14 CFR Part 91.
- Ability to communicate with, and follow directions from, District staff serving in the mission.

NO RESPONSE FORM
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
INVITATION FOR BIDS 38966

Your reasons for not responding to this Invitation for Bids are valuable to the St. Johns River Water Management District's procurement process. Please complete this form and return it to the Office of Financial Services no later than the date set for receipt of bids. Thank you for your cooperation.

Please check (as applicable):

- Specifications too "general" (explain below)
- Insufficient time to respond to the solicitation.
- Do not provide this type of work for this project.
- Schedule would not permit us to perform.
- Unable to meet solicitation specifications.
- Specifications unclear (explain below)
- Disagree with solicitation or Agreement terms and conditions (explain below)
- Other (specify below)

Remarks: _____

Date

RESPONDENT (FIRM NAME)

ADDRESS

E-MAIL ADDRESS

SIGNATURE

TYPED NAME AND TITLE

TELEPHONE NUMBER

**DRAFT AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ FOR HELICOPTER SERVICES FOR
PRESCRIBED BURNS AND/OR AERIAL OBSERVATION**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and _____ (“Contractor”), whose address is _____ . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 38966, Helicopter Services for Prescribed Burns and/or Aerial Observations (the “Work”). In accordance with IFB 38966, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from October 2023 (the Effective Date) to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Completion Date.** The Completion Date of this Agreement is September 30, 2026, unless extended by mutual written agreement of the parties
- (c) This Agreement may be renewed for two additional 12-month terms by the mutual and written consent of each party.

2. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District’s Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District’s Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, considering all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

- 3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert ownership interest in any of the deliverables under this agreement

4. FUNDING OF AGREEMENT

This Agreement is one of multiple contracts awarded to qualified respondents by the District for IFB 38966, Helicopter Services for Prescribed Burns and/or Aerial Observations. The Shared Funding Cap for all awarded contracts is \$375,000 in total for the term of the contracts. The total amounts of all Work authorized under all contracts shall not exceed the Shared Funding Cap (refer to the fiscal year summary below). Funding is subject to District Governing Board budgetary appropriation.

Fiscal Year: October 1, 2023 – September 30, 2024: Amount \$125,000
Fiscal Year: October 1, 2024 – September 30, 2025: Amount \$125,000
Fiscal Year: October 1, 2025 – September 30, 2026: Amount \$125,000

For satisfactory performance of the Work as set forth in an issued Work Order, the District agrees to pay Contractor a sum not to exceed the amount specified in the Work Order.

- (a) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Contractor anticipates that expenditures will exceed the budgeted amount during any fiscal year, Contractor shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

5. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized invoices on a delivery basis or as specified in each Work Order for the Work by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary, for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice for Work completed as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice for Work completed as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the

timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.

- (d) **Required Invoice Information:** All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager or Work Order Manager, if applicable; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the other requirements of the Statement of Work; (7) Progress Report (if required); Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement. Additional supporting documentation is required depending upon the type of Work Order being invoiced, as set forth in **WORK ORDERS**.
 - (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 391.
 - (f) **ACH Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
 - (g) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
 - (h) **Payments.** The District shall pay Contractor 100% of each approved invoice.
6. **PAYMENT AND RELEASE.** Upon satisfactory completion of the Work, the District will provide Contractor a written statement accepting all deliverables. Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.
7. **INDEMNIFICATION.** Contractor shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, arising from or caused by the Contractor, its employees or subcontractors, in the performance of the Work. Contractor shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Contractor-employees performing under this Agreement.
8. **INSURANCE.** Contractor shall acquire and maintain all insurance required by Attachment B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the District as per Attachment B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the District to the extent permitted by its insurance policies. Contractor's insurance

shall be considered primary, and District insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

9. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Contractor and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

10. **PROJECT MANAGEMENT PERSONNEL**

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via email are deemed delivered on the date transmitted and received.

DISTRICT

Peter Henn, Project Manager
St. Johns River Water Management District
525 Community College Pkwy, SE
Palm Bay, FL 32909
Phone: 407-977-6290
Email: phenn@sjrwmd.com

CONTRACTOR

TBD, Project Manager
TBD
TBD
TBD
Phone: TBD
Email: TBD

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Work.
- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress, a competent superintendent that is satisfactory to the District. The superintendent shall not be changed except with the District's consent unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall stand for Contractor in the absence of Contractor's Project Manager. All directions given to him shall be as binding as if given to Contractor. If the District produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the District's instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The District may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.

- (d) Contractor shall maintain an adequate and competent professional staff. Contractor's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

11. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Progress Reports.** Contractor shall provide to the District update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Contractor, and may include emails, memos, and letters.
- (b) **Progress Meetings.** The District may conduct progress meetings with Contractor on a frequency to be determined by the District. In such event, Contractor shall make available its Project Manager and other appropriate personnel to discuss matters pertinent to the Work.

12. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** 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.** 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 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 Completion Date 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.

13. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or

employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. The District's Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. A DSI may not be used to change the Total Compensation, quantity, quality or the Completion Date of the Work, or to change or modify the Agreement. The DSI shall indicate that both parties agree the adjustments to the Work do not affect the Total Compensation or the Completion Date. Both parties must sign the DSI. If Contractor believes that the proposed supplemental instructions will involve extra cost or extend the Completion Date and the District continues to direct that the DSI be implemented, Contractor shall implement said instructions and may submit a Change Order, subject to the dispute resolution procedure. In an emergency condition, the parties shall follow the procedure for "Emergency Changes in the Work."

(b) Change Orders

- (i) The District may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the District Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the District Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
- (ii) For any Change Order requests submitted by Contractor, the District may determine that District instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the District may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Contractor shall provide the District with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the District constitutes a waiver of any right to an extension of time or increase in compensation.** Within 15 days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

14. TERMINATION AND SUSPENSION

- (a) **District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws,

regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the District regarding the Work, or (9) any other material breach of this Agreement. In such event, the District shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the District. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

- (b) **District Termination for Convenience.** Notwithstanding any other provision hereof, the District may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become District property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **District Suspension for Cause.** The District may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The District may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **District Suspension for Convenience.** The District may direct Contractor to stop Work, in whole or in part, whenever, in the District's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the District's objectives. The District shall provide Contractor not less than five days' written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Contractor's Right to Stop Work or Terminate Agreement**
 - (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide the District not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.

- (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not less than three months; (2) the District fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the District Project Manager. In such event, Contractor shall provide not less than 20 days written notice of its intention to terminate and afford the District the opportunity to cure said deficiency within said time period.
- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the District’s written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

15. DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the District and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words “contract” and “Agreement” are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the District.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Statement of Work or the Total Compensation or provide for an extension of time.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR’S PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

DAY: All references to “day” shall be interpreted as a calendar day, unless specifically designated as a business day or holiday.

DELIVERABLES: All Work that is to be performed pursuant to the Statement of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

DISTRICT’S PROJECT MANAGER: The District employee designated by the District to be responsible for overall coordination, oversight, and management of the Work for the District.

HOLIDAY: The following holidays as observed by the District: New Year’s Day, Birthday of Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving and the Friday after Thanksgiving, and Christmas Day.

INVITATION FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

RESPONDENT: Any person who submits a response to a solicitation.

SHARED FUNDING CAP: The total maximum funding authorized for all awarded contracts when multiple contractors are selected in a solicitation.

STATEMENT OF WORK: The District's written directions, requirements, and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

WORK ORDER: The District's written notice authorizing specific Work under the Agreement. A Work Order may be one of the three types:

TYPE 1 WORK ORDER: A Work Order in which the services are provided on an hourly basis.

TYPE 2 WORK ORDER: A Work Order in which a fixed price has, or a schedule of fixed prices have been agreed upon with the Contractor as to the services to be provided pursuant to the Work Order.

TYPE 3 WORK ORDER: A Work Order in which services are provided on an hourly basis subject to a not-to-exceed amount for completion of the Work specified in the Work Order.

16. ACCESS; WORK AREA; GATES

- (a) **Access.** The District will provide sufficient access to accomplish Work performed on District property. Contractor shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the District, which shall, upon conclusion of the Work, be returned to their original condition. Land access to construction sites is restricted to the route designated by the District. Contractor is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Contractor shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the District.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Contractor shall obtain written approval from the District before making any adjustments.
- (c) **Gates.** Contractor shall keep all gates to District lands or easements closed and locked in accordance with District specifications when not in use and shall immediately notify the District when a gate has become impaired due to vandalism or other cause. Unless otherwise stated in the specifications, Contractor shall be responsible for providing lock(s) to District properties.

17. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work or assign any monies due hereunder, without the District's prior written consent. As soon as practicable after signing this Agreement, but not less than seven business days prior to the effective date of any subcontracts, Contractor shall notify the District's Project Manager in writing of the name of any subcontractor that has

not been previously disclosed in the procurement process. Within five business days the District shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither District approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the District.

- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the District for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the District harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

18. **AUDIT; ACCESS TO RECORDS.** Contractor must preserve its books and other records involving transactions related to this Agreement and provide the District, or its duly authorized representatives, access, and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Contractor must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

19. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

20. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Contractor shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Contractor shall remove from District property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the District may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Contractor. Any revenues obtained shall be applied toward costs incurred by the District, with excess revenues paid to Contractor.

21. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Contractor and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

22. **COORDINATION WITH THE DISTRICT AND OTHER DISTRICT CONTRACTORS**

- (a) The District may let other contracts in connection with the Work. Wherever work done by the District, or another District contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the District so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the District or other District contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Contractor shall perform its Work in the proper sequence in relation to that of other District contractors, as may be directed by the District. Contractor shall afford other District contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other District contractors.

- (b) If any part of the Work depends for proper execution or results upon the work of other District contractors, Contractor shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Contractor's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

23. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the District's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the District's Project Manager and communicate such questions or issues in writing when required by this Agreement. The District shall respond through its Project Manager.

24. DISPUTE RESOLUTION

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District's Project Manager no later than 15 days after the precipitating event. If not resolved by the Project Manager within five business days, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within 15 days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the District rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the District in writing within ten days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the District Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the District's Office of General Counsel. The matter shall then proceed as described in subsection (a), above.

25. DIVERSITY OPPORTUNITIES. The District is committed to the opportunity for diversity in its procurement activities and encourages its vendors (contractors and suppliers) 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 sub-contractors. The District will assist Contractor by sharing information on W/MBEs.

26. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including,

without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the District has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.

- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the District in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The District shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made, and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the District in writing, which shall be promptly verified by the District. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

27. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings is Putnam County or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

28. INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING. Contractor certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the District pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

29. **INDEPENDENT CONTRACTOR.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the District. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, shall indemnify and hold the District harmless from any failure to comply with such laws. Contractor's duties include, but not limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 18001, et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.
30. **LAND AND WATER RESOURCES.** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.
31. **NUISANCE.** Contractor shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, and (3) the uncontrolled flow of surface waters.
32. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Contractor shall comply with all applicable federal, state, and local laws and regulations, including those pertaining to health and safety. All materials used and work performed must conform to the laws of the United States, the state of Florida and county and municipal ordinances. Contractor represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the state of Florida and the county or municipality in which the Work is to be performed. Unless otherwise specifically provided for herein, Contractor shall give to the proper authorities all required notices relative to the Work in its charge; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the Work; and furnish any bonds, security, or deposits required to permit performance of the Work. Contractor is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, due to the Contractor's failure to comply with applicable regulatory requirements, including all costs for delays, litigation, fines, or other costs.
33. **PETROLEUM STORAGE TANKS.** Any petroleum storage tanks with a capacity of 55 gallons or greater that Contractor brings onto District property must be either double-walled or kept within

secondary containment that will contain 110% of the tank volume.

34. PUBLIC RECORDS

- (a) Contractor is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Contractor for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Contractor, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Contractor shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
- (b) Contractor shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in §119.011(12), Fla. Stat. Contractor shall keep and maintain public records required by the District to perform the services under this Agreement.
- (c) If Contractor meets the definition of "Contractor" found in §119.0701(1)(a), Fla. Stat.; [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) Pursuant to §119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the District does not possess the requested records, the District shall immediately notify the Contractor of the request, and the Contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the District within a reasonable time, the Contractor may be subject to penalties under s. 119.10, Fla. Stat.
 - (ii) Upon request from the District's custodian of public records, 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 119, Fla. Stat., or as otherwise provided by law.
 - (iii) 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, Contractor shall transfer, at no cost to 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 upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public 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. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

(d) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

**District Clerk
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
(386) 329-4127
clerk@sjrwmd.com**

35. **RELEASE OF INFORMATION.** Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior District review and written consent.
36. **REMEDIES FOR NON-PERFORMANCE.** In the event of incomplete or damaged Work caused by Contractor's failure of performance, the District may terminate this Agreement or Notice to Proceed for cause. Alternatively, the District, in its sole discretion and judgment, may allow Contractor to correct the deficiency at its expense. If the District determines that it is not in its best interest for Contractor to correct the deficiency, the District may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the applicable Notice to Proceeds' Total Compensation; (2) complete the Work through the utilization of District employees and deduct the cost thereof from the applicable Notice to Proceeds' Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the applicable Notice to Proceeds' Total Compensation. In addition to the remedies set forth above, the District may avail itself of any statutory and/or common law remedies. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District's rights or remedies for any subsequent breach of this Agreement.
37. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the District (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to District property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the District. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.
38. **SCRUTINIZED COMPANIES.** Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to §287.135, Fla. Stat., the District may terminate this Agreement at its sole option if the Contractor is found to have submitted a false certification; or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

39. WORK ORDERS

- (a) The District reserves the right to award Work Orders based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, total cost, and other factors deemed critical to the performance of each Work Order. The District may, at its sole discretion, request a “not to exceed” cost for any Work Order as a method of determining award. The District makes no guarantees of any amount of work to be awarded under the Agreement. The District reserves the right to directly purchase and provide to Contractor all or part of the equipment or materials to be incorporated in the Work.
- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within 14 days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District’s Project Manager or Work Order Manager and subject to the other terms of this Agreement. The Contractor must agree to the terms of the Work Order. Commencement of Work by Contractor pursuant to a Work Order constitutes acceptance of all of the terms and conditions of the Work Order. A representative Work Order is attached as Attachment D.
- (c) **Type of Work Order.** When services are needed, the District and Contractor shall agree upon the type of Work Order and the specifics of the Work Order in accordance with the District’s Standard Operating Procedures.
 - (i) Generally, a Type 1 (time and materials) Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the District.
 - (ii) A Type 2 (fixed price) Work Order is issued when the extent and cost of the Work is agreed upon. It will describe with specificity the location, quantity, work limits, timeframes, deliverables, progress payments (if any), total cost, and any other matters pertaining to the Work.
 - (iii) A Type 3 (time and materials with not-to-exceed amount) Work Order is utilized when a not-to-exceed cost is agreed upon for a time and materials (Type 1) Work Order.
- (d) Additional Provisions Applicable to Type 1 and Type 3 Work Orders
 - (i) Additional equipment and services
 - a. The District may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Schedule of Costs submitted by the Contractor for a Work Order. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors.
 - b. After a Work Order is issued, the District may require the use of material, equipment and/or subcontracted services not included in the original Work Order. A Change Order will be issued if the cost exceeds the “not to exceed” amount of the Work Order.
 - c. If due to an emergency, the District determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the District may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.
 - (ii) **Equipment substitution.** No provision hereof prohibits substitution of rented or leased equipment for unit cost equipment under the Agreement, or addition of rented or leased equipment not included in the Work Order or cost estimates, provided any such substitution or

addition complies with the competitive procurement provisions of this paragraph and has been approved in advance in writing by the District. Should the Work require the use of individual equipment for longer than 30 days or 30 hours per week, the District may compare equipment weekly or monthly rental rates on the open market with the rates in the Work Order and require Contractor to rent the equipment on the open market if the cost is lower than the Work Order. The District will reimburse Contractor this rental cost (with allowable percentage markup in the Work Order) plus the hourly rate for operator with fuel, operation, and maintenance.

(iii) Other Direct Costs

- a. Subject to prior written District approval, the District will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, equipment not included in a Work Order Schedule of Costs, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax (“Other Direct Costs”), plus the allowable percentage markup in the Work Order, provided Contractor adheres to the following competitive procedures:
- b. Cost is equal to or less than \$10,000 – three documented quotes – verbal, written, or online; or a written explanation for not receiving two quotes, which must be submitted to and approved by the District’s Procurement Director for not receiving three quotes.
- c. Cost is greater than \$10,000 – at least three written quotes, reviewed and approved by District procurement staff, or a written explanation for not receiving three quotes, which must be submitted to and approved by the District’s Procurement Director.
- d. Contractor must submit documentation of quotes where cost exceeds \$2,500 with the Contractor’s cost estimate. If a cost exceeds \$15,000, the Contractor must also submit a complete bidders list and documentation that the request for quotes that was sent to each prospective bidder.
- e. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon approval by the District.
- f. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Work Order.

(iv) The District reserves the right to reject any proposed subcontractors.

(e) **Invoicing.** In addition to the general provisions in **PAYMENT OF INVOICES**, supporting documentation shall include:

(i) **Type 1 Work Orders:** (hourly billing for labor and/or equipment and materials):

- a. Complete District Daily Summary Sheet (Refer to Statement of Work) for each day invoiced.
- b. Documentation of any required competitive procurement for equipment, subcontractors, or materials.
- c. Proof of payment of subcontractors and materialmen for which Contractor has already received payment from the District. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or materialman; (3) a waiver of claim executed by the subcontractor or materialman; (4) Contractor’s sworn affidavit that all subcontractors and materialmen for which payment has been received from the District have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the District. For the final invoice purposes, proof of payment must be

submitted not only as to amounts previously paid by the District, but also as to amounts included in the final invoice.

- d. A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The District reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the District for any subcontractor's work that exceeds the approved Work Order.
 - e. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each.
 - f. Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.
- (ii) **Type 2 Work Orders** (fixed price):
- a. Description of the Work that has been completed in accordance with the progress/payment schedule of the Statement of Work for the Work Order.
 - b. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
 - c. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each.
- (iii) **Type 3 Work Orders** (time and materials with not-to-exceed amount):
- a. Description and certification of completion of the work as described above for Type 2 Work Orders.
 - b. Completed District Daily Summary Sheet Forms as described above for Type 1 Work Orders.
 - c. Proof of payment of subcontractors and materialmen as described above for Type 1 Work Orders.
 - d. Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each.

40. **WORK SCHEDULE.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager. Unless otherwise approved by the District Project Manager, Contractor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Contractor has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CONTRACTOR

By: _____
Mary Ellen Winkler, J.D., Assistant Executive Director

By: _____

Typed Name and Title

Date: _____

Date: _____

- Attachments:
Attachment A – Statement of Work/Technical Specifications
Attachment B – Insurance Requirements
Attachment C – District’s Supplemental Instructions (sample)
Attachment D – Work Order Authorization (sample)

**ATTACHMENT A - STATEMENT OF WORK
HELICOPTER SERVICES FOR PRESCRIBED BURNS AND/OR AERIAL OBSERVATION**

I. Introduction/Background

The St. Johns River Water Management District covers an area of approximately 12,283 square miles spanning 18 counties. The District is the lead manager of more than 425,000 acres of public lands, while it manages another 335,000 acres through a variety of partnerships with numerous agencies and local governments. The District is charged with 4 core missions including water quality protection, water resource conservation, flood protection and the stewardship of natural systems. Maintaining and/or enhancing these natural systems with fire is a major part of managing these lands. In the last ten years the District has averaged 27,750 acres of prescribed burns annually and exceeded 52,000 acres twice in this span. Usually, most of these acres are aerially burned with an average of about 13 aerial burns per year in the last ten years. While the use of helicopters may add to the complexity of operations, efficiency and safety are greatly improved especially on larger acreage burns reducing costs per acre and minimizing interior ground operations.

II. Objectives

The District has a need to secure a variety of helicopter services. Fire operations are extremely time-sensitive; therefore, it is necessary to draw from multiple contractors who can provide the necessary helicopter services. The actual contractor to be utilized for the helicopter services on any given operation shall be based upon the availability of required aircraft and/or equipment to fulfill the mission.

III. Scope of Work/Task Identification

All rotorcraft and pilots shall be provided by the Contractor. The Contractor shall provide a list of qualified aircraft and pilots for any of the services listed below. Contractors shall submit copies of all appropriate FAA certificates with each aircraft listed on the certificate and copies of Airman competency/proficiency checks for all qualified pilots.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall provide aerial ignition using a PREMO MK III or SEI Industries Ltd. Red Dragon ignition machine (Ignition machine with operator and plastic spheres will be provided by District) in accordance with the requirements set forth in the Work Order and direction of the Work Order Manager.

Contractor's Aircraft requirements:

- Capable of holding and providing power to the PREMO MK III or SEI Industries Ltd. Red Dragon ignition machine as well as machine operator and at least 2-3 extra boxes of plastic spheres (District will provide the power adapter).
- Capable of securing operational PREMO or Red Dragon machine in the aircraft with belly strap or other sound method
- Capability to hover and fly low-level (100 feet AGL) with a crew of two District staff, plus the pilot
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz
- Internal communications system for pilot, observer, and ignition machine operator
- Listed on the 14 CFR Part 133 certificate for external loads
- Listed on the 14 CFR Part 137 certificate for agricultural operations

Preference on any given burn day may be given to Contractors that can provide a "Bambi" bucket to the burn site at the discretion of the Work Order Manager.

Contractor's Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of 14 CFR Part 133 certificate for external loads and Part 137 certificate for agricultural operations airman competency/proficiency check
- Written documentation of training in use and operation of PREMO MK III and/or or SEI Industries Ltd. Red Dragon
- Ability to communicate with, and follow directions from, District staff serving as Burn Boss and/or Ignition Boss

2. **Contractor's Aerial ignition using a helitorch requirements:**

- Helitorch provided by Contractor.
- All mixing devices, tanks, and pumps shall be furnished by the contractor.
- Fuel and gelling agents for the helitorch shall be provided by the Contractor and charged separately based upon use. Receipts for fuel shall accompany invoice and reimbursement shall be at actual cost.

Contractor's Aircraft requirements:

- Capability to hover and fly orientation flight at low-level (100 feet AGL) with an observer (District staff) plus the pilot.
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz.
- Helitorch and all equipment necessary to support helitorch operations.
- Internal communications system for pilot and observer during orientation flight
- GPS to ensure that ignition operations are kept within boundary established during orientation flight.
- Listed on the 14 CFR Part 133 certificate for external loads.
- Listed on the 14 CFR Part 137 certificate for agricultural operations.

Preference on any given burn day may be given to Contractors that can provide a "Bambi" bucket to the burn site at the discretion of the Work Order Manager

Contractor's Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of 14 CFR Part 133 certificate for external loads and Part 137 certificate for agricultural operations airman competency/proficiency checks
- Ability to communicate with, and follow directions from, District staff serving as Burn Boss and/or Ignition Boss

3. **3) Contractor's Fire Suppression with a bucket**

- Bucket provided by Contractor

Contractor's Aircraft requirements:

- A "Bambi Bucket" or other aerial delivery system. The size of the bucket shall be identified on the cost schedule.
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz.
- Listed on the 14 CFR Part 133 certificate for external loads.

Contractor's Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of 14 CFR Part 133 certificate for external loads airman proficiency check,
- Written documentation of training in use and operation of the aerial delivery system

- Ability to communicate with, and follow directions from, District staff serving as Burn Boss and/or Ignition Boss

4. Contractor's Aerial Observation/Reconnaissance

Contractor's Aircraft requirements:

- Capability to hover and fly low-level (100 feet AGL) with a crew of two District staff, plus the pilot.
- Programmable VHF radio capable of providing air-to-ground communication in the range of 151.460 MHz.
- Internal communications system for pilot, and all on-board crew members.
- Listed on the 14 CFR Part 135 certificate for flights with different passenger pickup and drop-off locations, otherwise flights with same passenger pickup and drop-off locations may be conducted under CFR Part 91 General flight Rules

Contractor's Pilot requirements:

- Commercial or Airline Transport Pilot (ATP) Certificate with rating for Rotorcraft
- Written evidence of 14 CFR Part 135 Airman Competency Proficiency Check for flights with different passenger pickup and drop-off locations, otherwise flights with the same passenger pickup and drop-off locations may be conducted under CFR Part 91 General Flight Rules
- Ability to communicate with, and follow directions from, District staff serving in the mission

DISTRICT RESPONSIBILITIES include:

All Flights:

- The District shall provide verbal communication, followed by written confirmation (Work Order), shall notify Contractor when services are needed. Communication shall include location of a landing site appropriate for the operation.
- The District shall inform Contractor when fuel chase truck is required.
- The District shall assume responsibility for cancellation costs that occur when the Contractor is given notice by the District that the work has been canceled after the Contractor's equipment has been moved. Cancellation costs shall include actual flight time and/or mileage for fuel chase truck incurred prior to cancellation.
- The District shall provide direction to the pilot, prior to and during flight, regarding the mission and the radio frequency to be used.
- The District shall manage all fires.
- The District shall arrange to close military flight operations in any controlled airspaces involved in a fire area.
- The District shall provide accurate flight weights of involved personnel to ensure safe flight operations.
- The District shall provide maps and/or shapefiles/kmz files delineating prescribed burn area.

Helicopter with Aerial Ignition Machine:

- District shall provide ignition machine and plastic spheres (ping pong balls)
- District shall provide two (2) District staff; one (1) to run the ignition machine and one (1) familiar with the site to sit left front seat and direct all firing operations.
- Contractor may choose to provide ignition machine and machine operator at no additional expense to the District. However, Contractor's staff may not substitute for District staff sitting in left front seat during firing operations.

Helitorch flights:

- District will provide crew member to sit in left front seat of helicopter long enough to orient pilot to burn unit and ignition pattern.

Observation Flights:

- District shall provide maps and a District staff member familiar with the flight path.

IV. Timeframe and Deliverables

Verbal communication, followed by written confirmation (email, work order, etc.), shall notify Contractor when services are needed. Requests for services shall be issued on an as-needed basis, for any given operation, based upon the availability of required aircraft and/or equipment to fulfill the mission. Contractors may provide respective bids for one or more of the requested services. While it is necessary for the Contractor to provide at least one qualified helicopter and pilot, it is not necessary to provide a chase truck to be a qualified Contractor; however, these may be needed in more remote locations to improve efficiency. Contractor(s) shall be able to begin work within 24 hours of advance verbal notice. In the event a particular Contractor is unable to provide services when required, another Contractor may be issued a Work Order under a separate agreement, to perform the work. Payment will be made upon receipt and approval of invoice by District’s Project Manager through the District’s invoice routing and payment system.

V. Cost Schedule

Item	Aircraft and Aircraft Fuel Chase Truck	Hourly Rate
1	Prescribed-Burn Operations: Aircraft Aerial ignition utilizing a Premo Mark III or Sei Industries Ltd. Red Dragon ignition machine (furnished by the District)	\$
2	Prescribed-Burn Operations: Aircraft Aerial ignition utilizing a Helitorch (furnished by the successful Respondent)	\$
3	Fire-Suppression Operations Aircraft with bucket (bucket size: _____)	\$
4	Aerial Observation/Reconnaissance Aircraft	\$
5	Ground transport of aircraft	\$ /mile
6	Aircraft Fuel Chase Truck (with fuel and driver):	\$ /mile

This Agreement is one of multiple contracts awarded to qualified respondents by the District for Invitation for Bids 38966 – Helicopter Services for Prescribed Burns and/or Observation. The Shared Funding Cap for all awarded contracts is \$375,000 in total for the term of the contracts. The total amount of all Work authorized under all contracts shall not exceed the Shared Funding Cap. Funding is subject to District Governing Board budgetary appropriation.

ATTACHMENT B — 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 include Endorsement CG 20101185, or equivalent, *naming the St. Johns River Water Management District ("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 thirty (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 worker's compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, 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/\$50,000
- (d) **Aircraft Liability.** Minimum coverage of \$1,000,000 per occurrence, Combined Single Limit, for bodily injury (including passenger liability) and property damage.

ATTACHMENT C - DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: _____

FROM: Pete Henn, Project Manager

CONTRACT NUMBER: 38966

CONTRACT TITLE: Helicopter Services for Prescribed Burns and/or Aerial Observation

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District's Project Manager.

1. CONTRACTOR'S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: .

Contractor's approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(Contractor agrees to implement the Supplemental Instructions as requested but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Pete Henn, District Project Manager

Acknowledged: _____ Date: _____
Mark Morris, District Associate Procurement Specialist

c: Contract file
Financial Services

ATTACHMENT D – WORK ORDER AUTHORIZATION (sample)

WORK ORDER AUTHORIZATION

Contract number: _____ **Contract name:** _____

Work Order No.: _____ **Project name:** _____

Work Order encumbrance number: _____

Work Order funding limit: \$ _____

To:

Annual funding limit (FY _____)		\$
Prior total	\$	
Current W.O. amount	\$	
Total amt. to date	\$ 0.00	
Balance available		\$ 0.00

From: Peter Henn, Project Manager

Type of Work Order:

- Type 1 (hourly)
- Type 2 (fixed price) \$ _____
- Type 3 (not to exceed) \$ _____

Work Order Manager (if appropriate):

Name: _____
 Phone: _____
 Email: _____

Description of Work: _____ All work shall be accomplished in accordance with the attached Statement of Work, Attachment A. Invoices shall reference the Contract number, Work Order number, and Work Order Encumbrance number; include the information required; and be submitted _____ to the Director, Office of Financial Services.

Special note: _____

Commencement Date: Work is authorized to proceed (CA: use one of the following) on the date this Work Order is executed by the District on _____. **Commencement of the work authorized herein prior to execution of this Work Order by Contractor constitutes acceptance of all terms and conditions of this Work Order.** Payment will not be made until this Work Order has been signed by Contractor and received by the District.

Completion Date: All work pursuant to this Work Order shall be completed by _____ (Completion Date). The Completion Date, if extended pursuant to the above-referenced contract governing this Work Order, shall not be extended beyond the current District fiscal year, ending on September 30, 20___. All invoices shall be submitted pursuant to the above-referenced contract and are subject to a ten percent penalty if submitted later than October 30, 20__.

 District Date

Acceptance of terms and conditions:

 Contractor Date