



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

July 22, 2019

Interested Firms

Re: Quote Request 34662, Mechanical Vegetation Services L75 & Fellsmere East Levee

The St. Johns River Water Management District (District) desires to Procure a contractor to complete mechanical vegetation services.

The District has identified two locations that require this vegetation be removed. These projects are in Brevard and Indian River Counties (see attached site maps):

- L-75 is located between the St. Johns Marsh Conservation Area and the Fellsmere Water Management Area
- Fellsmere East Levee is in the Fellsmere Water Management Area (FWMA)

The objective of this project is to remove all woody vegetation, willows, Brazilian Pepper from the levee toes and remove overhanging limbs to allow safe travel along the levees.

The engineering estimate for this project is \$39,600.

If you are interested in this project, email your quote in PDF format, **after 8:00 a.m. and before 3:00 p.m. on August 8, 2019**. Do not email the quote prior to or after this timeframe. It is preferred that all quotes be submitted as an attachment to an email addressed to Amy Lucey at alucey@sjrwmd.com. Receipt will be acknowledged by 4:00 p.m. **Please contact me immediately if you do not receive an email receipt by 4:00PM.**

There will be a Non-Mandatory site visit on Wednesday, July 31, 2019 at 10:00AM.

We will meet at the pavilion at the end of Fellsmere Grade Road, Fellsmere, FL.

Directions to Pre-Bid Meeting:

From 195

Take Malabar Road Exit 173

Follow Malabar Road East to Babcock Street

Follow Babcock Street South to Fellsmere Grade Road Entrance on right

Pre-Bid Sign will be posted at entrance to Fellsmere Grade Road

Follow Fellsmere Grade Road West to the end. We will meet at Pavilion at the end of Fellsmere Grade.

Minimum Qualifications: Respondent **must** use the Qualification Forms (Certificate as to Corporation, General, Similar Projects/References/Equipment Operator(s), Subcontractor, and Equipment Documentation) attached to document the minimum qualifications listed below. Failure to include these forms with the quote may be considered non-responsive.

1. Respondent or Respondent's Operator must have completed at least two projects in the last three years that shall have included projects similar to mechanical vegetation services as defined in the attached Statement of Work, Exhibit 1. Each project shall have had a minimum value of \$15,000.

2. Respondent must document the equipment it will use to complete the work as defined the attached Statement of Work Exhibit 1.

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

If you have any further questions, please contact me at (321) 409-2156 or at alucey@sjrwmd.com

A copy of the package is also available in Microsoft Word® form to assist you with your submittal.

The District is a political subdivision of the state of Florida, whose boundaries cover all or portions of 18 counties, and is tax exempt (Tax ID No. 85-8012643710C-3; expires March 31, 2023). Respondent shall provide an estimate of all applicable taxes and fees in its quote, including a list of taxes and fees that fall under the District's exemption.

1. Opening of Quotes

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

4. Inquiries and Addenda

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

4. Award Procedures

1. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which: (1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a

Respondent answers questions as part of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the Quotes or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

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

7. Disqualification of Respondents

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

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

8. Rejection of Quote

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

accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Quote.

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

9. Diversity

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

Notices and Services Thereof

1. The District will publish notice of specifications and criteria, including addenda, intended agency decisions, or other matters pertinent to this solicitation on Onvia DemandStar at *DemandStar.com*. Onvia DemandStar may also be accessed through the District's website at *sjrwmd.com*. In addition, the District will post notices of intended agency decisions at the District's headquarters, 4049 Reid Street, Palatka, Florida, Administration Building, Procurement Bulletin Board, on the date the publication is posted on Onvia DemandStar.
2. Notices that are posted on Onvia DemandStar are deemed received at 8:00 a.m. on the next business day following the date posted. Notices that are posted at the District's Procurement Bulletin Board are deemed received at 8:00 a.m. on the next business day following the date of posting. Notices will be posted for a minimum of 72 hours following the time at which they are deemed received. The time period for filing a Notice of Protest pursuant to §120.57(3), Fla. Stat., and Rule 28-110.003, Fla. Admin. Code, commences at the time notices are deemed received.
3. As a courtesy to Respondents, the District may send copies of the notices of intended agency decisions via email or facsimile to the address or phone number provided by Respondent. These courtesy communications neither constitute official notice nor vary the times of receipt set forth above.

10. Protest Procedures

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

constitute a waiver of proceedings under chapter 120, Fla. Stat. Mediation under §120.573, Fla. Stat., is not available.

Thank you for your consideration of this request.

Exhibit 1 - Statement of Work/Specifications

Exhibit 2 - Quote Cost Schedule

Exhibit 3 - Qualification Forms

Exhibit 4 – Affidavit as to Non-Collusion and Certification of Material and Conformation with Specifications

Exhibit 5 - Insurance Requirements

Exhibit 6 – Purchase Order Terms and Conditions

EXHIBIT 1 — STATEMENT OF WORK
MECHANICAL VEGETATION MANAGEMENT SERVICES
L75 / Fellsmere East Levee

I. INTRODUCTION/BACKGROUND:

The Upper St. Johns River Basin (USJRB) and U.S. Army Corps of Engineers (USACE) flood control levee systems located in Osceola, Brevard, Orange and Indian River Counties, were constructed beginning in the early 1960s. The St. Johns River Water Management District (District) maintains the levees, canals and boat access areas associated with these systems. A major portion of levee maintenance involves vegetation management and maintaining erosion control systems. The USACE and District staff jointly inspects the flood control systems (levees, structures and canals) semi-annually. Through these inspections, work plans, and recurring maintenance plans are developed to ensure long-term continuity of the flood control systems.

One of the challenges of maintenance is unwanted vegetation growing along levee slopes and at the toes of the internal levees. This woody vegetation impedes routine operations and maintenance activities and creates an unsafe condition due to low lying limbs. The District has identified two locations that require this vegetation be removed. These projects are in Brevard and Indian River Counties (see attached site maps):

- L-75 is located between the St. Johns Marsh Conservation Area and the Fellsmere Water Management Area
- Fellsmere East Levee is in the Fellsmere Water Management Area (FWMA)

II. OBJECTIVE:

The objective of this project is to remove all woody vegetation, willows, Brazilian Pepper from the levee toes and remove overhanging limbs to allow safe travel along the levees.

III. SCOPE OF WORK:

The Contractor shall provide the necessary equipment, operator(s) and associated appurtenances to remove light to heavy woody vegetation in the identified areas but not limited to levees, canals and around water control structures. The District has estimated approximately 14.9 acres for this mechanical vegetation removal project (3.8 acres - L-75 and 11.1 acres – Fellsmere East Levee).

Specialized equipment, tracked vehicle capable of mulching trees up to 24-inches in diameter, measured at breast-height (DBH), may be required for removal of the woody vegetation. This same specialized mulching equipment must be capable of mulching material to a size no greater than 2-inches in diameter and 12-inch long. Additionally, the equipment shall be capable of mulching the vegetation to ground level. Where standing water exists, the woody vegetation may be mulched to just below the water level.

Work shall include mulching vegetation in specified areas, leaving only those trees that have been identified and tagged by the District. The vegetation shall be mulched to below ground level. Spread mulch evenly in the work area or as directed by the District so as to not leave large piles of mulch. In some cases, the equipment used must be capable of working from the top of the levee to prevent damage to levee slopes (sod and/or riprap) and must be capable of cutting and mulching vegetation at the toe of the levee, to a minimum of 15-feet beyond the toe of slope. Where equipment cannot reach the toe of the levee from the top travel-way, the equipment may work from the slope of the levee (with the approval of the District) but it must be equipped with low ground pressure tracks to prevent damage to levee slopes and toes. If levees are wet, work will cease until dry enough to prevent the equipment from sliding on the levees and causing damage. Damage to levee slopes shall be repaired by the Contractor within 72-hours and prior to invoice being submitted.

The vast majority of the District's properties are accessible with a regular vehicle for equipment fueling. However, the Contractor will be required to arrange other means for fueling such as walking equipment to and from staging area or utilizing an off-road vehicle with a bulk fuel tank for those properties that are not accessible via regular vehicle.

The term woody vegetation consists of vegetation that has a woody stem or trunk with a minimum diameter of two (2) inches DBH. Woody vegetation typically consists of willows, Brazilian Pepper, Wax Myrtle, etc. Vegetation with a stem or trunk greater than four inches DBH is considered a tree. Herbaceous vegetation consists of cattails, maiden cane, and other plant material that does not produce a woody stem. Herbaceous material is desirable for reducing wave attenuation along the open water portions of the levee and shall be preserved to the extent possible.

Density of Vegetation: Vegetation density, for the purpose of this contract, is classified in three categories: light, moderate and heavy.

- Light density consists of sparse willows, less than 4-inches DBH, along with maiden cane, cattails, and other herbaceous vegetation.
- Moderate density (75-300 trees per acre) is defined as vegetation less than 8-inches in DBH.
- Heavy density (more than 300 trees per acre) is defined as removal of vegetation 8-inches DBH or greater. Another factor of consideration will be the density of palm trees per acre.

It is the Contractor's responsibility to coordinate their schedule with the District. A site meeting with the District, the Contractor and the Contractor's operator shall be scheduled prior to the work commencing. The Contractor shall maintain adequate protection of his work and equipment from damage and shall protect public and privately-owned property, structures, utilities and work of any kind against damage or interruptions of service, which may result from the operations of the Contractor. Contractor shall repair and restore any such damage, injury, or loss at his expense. Contractor shall maintain a clean and safe work environment.

The Contractor shall be responsible for carefully examining the general area of the Work, the requirements of the Request and site conditions related to the Work, the time in which the Work must be completed, and any other details of the Work. The Contractor 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.

The District is responsible for inspecting the completed work to ensure that all requirements are met prior to payment.

IV. TASK IDENTIFICATION:

L75 (3.8 acres +/-) is in the St. Johns Marsh Conservation Area and consists of moderate density vegetation with an occasional small tree. The work area is approximately 2-miles in length and requires that the south levee toe, along the canal have the woody vegetation removed. This section requires vegetation removed from the southern toe for 15-feet making sure to leave a minimum 5-feet of vegetation beyond the removal zone to combat erosion due to wave action. Mechanical vegetation removal shall commence at the existing mowed vegetation line on the levee. See attached site plan.

The Fellsmere East Levee (11.1 acres +/-) is in the Fellsmere Water Management Area and consist of light density vegetation. Site 1 is approximately 2.5-miles in length and requires unwanted vegetation removed on the east slope 24-feet from the existing mowed vegetation line. Site 2 is approximately 1.3 miles in length and requires unwanted vegetation to be removed on the east slope 24-feet from the existing mowed vegetation line. Trim all limbs from trees outside the 24-foot clear zone, that overhang into the clear zone, and are lower than 15-feet above the existing ground. See attached site plan.

Contractor Responsibilities:

- Provide all equipment, materials, fuel, and labor to complete the work within the timeframe provided. The Contractor shall obtain permission to replace pre-approved equipment prior to mobilizing said equipment to the work site.
- Mobilization and demobilization to and from each site. The Contractor may elect to transport equipment to the next location versus walking the equipment. All equipment moves shall be coordinated with the District.
- Mulch vegetation as defined herein.
- If toes are too wet for equipment, Contractor may use mats or seek the District's approval to work from levee slope prior starting.
- Contractor shall spread all mulched vegetation over work area or as directed by the District.
- Perform joint inspection of completed work with District. Joint inspection must be completed prior to invoice being submitted. Partial invoices may be submitted.
- Properly maintain all equipment. District reserves the right to require Contractor to submit copies of equipment maintenance records, if requested.
- In the event of equipment failure, the Contractor shall replace the on-site equipment with similar or better equipment within 72 hours of the breakdown if the Contractor cannot repair and return the equipment to active service within the 72-hour timeframe.
- For any repairs to equipment that shall extend 72 hours or longer, the equipment shall be removed from District property and replaced at Contractor's expense. However, if any equipment is to be removed from a work site for 72 hours or longer, Contractor shall contact the District.
- Coordinate inspection and sign-off by District personnel. The frequency of the inspections shall be conducted weekly at a minimum. Provide the District at least 24-hour notice to inspect completed work.
- Due care shall be taken to not damage levees or grassed areas on slopes and the toe of the levees. Any damage caused by the Contractor shall be repaired at Contractors expense and prior to invoice being submitted.
- Due care shall be exercised against starting and spreading fires during cutting and mulching operations by Contractor and/or its employees. Contractor shall be held liable for all damage caused by such fires.

District Responsibilities include:

- Provide access to District properties.
- Delineate, with flagging tape at eye level, trees that will not be mulched.
- Review the nature of the Work that will be accomplished with the equipment operator prior to the work commencing.
- Coordinate the Work with the Contractor.
- Inspect the on-going and completed work ensuring all requirements are met prior to invoice being submitted.
- Perform reconnaissance of the work area to ensure protected species are not present. Should any protected species be located, operations within impacted areas will be delayed or possibly terminated.

V. TIMEFRAMES AND DELIVERABLES:

Work shall begin within 14 days of the purchase order issued by the District and completed no later than September 30, 2019.

VI. BUDGET/PAYMENT SCHEDULE:

Contractor shall be compensated based on its quote to complete the entire project. Should Contractor not complete the entire project, a negotiated number of acres and applicable costs per acre will be deducted from this contract's total compensation. A per acre cost will be developed using the Contractor's quote

and dividing it by the number of acres for the entire project. Contractor may invoice monthly based on completed acreage.

PAYMENT OF INVOICES

Contractor shall submit monthly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, the District may require and Contractor shall provide additional supporting information to document invoices.

VII. EQUIPMENT SPECIFICATIONS:

The equipment specifications listed below are typical pieces of machinery utilized on previous District mechanical vegetation projects. The Contractor shall decide what types of equipment are best suited and submit the equipment list including specifications, with the quote. The District reserves the right to reject the proposed equipment list.

Equipment safety features shall meet all OSHA standards. Equipment shall be of sufficient size, horsepower, and hydraulic flow to efficiently operate the mulching head. There are many locations where low ground pressure tracks will be required. Mats may be used in wet areas if the equipment does not have low ground pressure tracks. However, the Contractor shall be responsible for providing the mats.

1. Excavator/Trackhoe — Minimum 24' boom/dipper arm reach:

Equipment used on past District Projects:

- Caterpillar 312 CL
- Caterpillar 315CL
- Caterpillar 315D LC
- Caterpillar 316E
- Caterpillar 320DL
- Volvo EC140B
- Kobelco SK260LC

2. Mulching/Mower Head:

Equipment used on past District projects:

- Fecon-Bullhog mulching head
- Brown-Brontosaurus equipment
- Slash Buster

Mulching equipment shall be designed, constructed and rated to handle the types of vegetation defined herein. The mulching head must be a minimum width of 36-inches.

3. Skid Steer machines:

Equipment used on past District Projects:

- Caterpillar 278D tracked equipment, for wetland work or
- Caterpillar 299D for upland
- Caterpillar 299C

Attachments:

Site location Maps – Separate Cover

EXHIBIT 2 - QUOTE COST SCHEDULE

(Note: This page must be submitted with response.)

DUE NO LATER THAN 3:00 PM, THURSDAY August 8, 2019 - RESPONSES SHALL BE SUBMITTED TO THE PROCUREMENT SPECIALIST AS IDENTIFIED ON THE FIRST PAGE OF THIS REQUEST.

COST SCHEDULE - Mechanical Vegetation Management Services				
ITEM NO	DESCRIPTION	ESTIMATED QUANTITY	UNIT	TOTAL PRICE
1	L75 - 3.8 acres +/-	1	LS	
1	Fellsmere East Levee - 11.1 acres +/-	1	LS	
TOTAL PRICE				

I HEREBY ACKNOWLEDGE, as Authorized Representative for the Respondent, that I have fully read and understand all terms and conditions as set forth in this quotation, and upon award of such quotation, shall fully comply with such terms and conditions.

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

Addendum No.	Date	Addendum No.	Date
<u> 1 </u>	<u> </u>	<u> </u>	<u> </u>
<u> 2 </u>	<u> </u>	<u> </u>	<u> </u>
<u> 3 </u>	<u> </u>	<u> </u>	<u> </u>

RESPONDENT (FIRM NAME)

ADDRESS

SIGNATURE

TYPED NAME & TITLE

TELEPHONE NUMBER

EMAIL ADDRESS

EXHIBIT 3 – QUALIFICATION FORMS
CERTIFICATE AS TO CORPORATION

(This form to be included in quote submittal)

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.

QUALIFICATION GENERAL
(This form to be included with quote submittal)

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

Name of Respondent:

Respondent's tax identification No.: _____

Year company was organized/formed: _____

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

Total number of years Respondent has experience in similar work described in quote request of the Instructions to Respondents: _____

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 / REFERENCES AND
PROPOSED EQUIPMENT OPERATOR(S)**
(This form to be included in quote submittal)

Respondent and Respondent's Proposed Operator(s) must have completed at least two projects in the last three years that shall have included projects similar to mechanical vegetation services as defined the attached Statements of Work, Attachments 1 and 2. Each project shall have had a minimum value of \$15,000. This form shall be completed for both the Respondent and the Respondent's Proposed Operator(s) unless the Proposed Operator(s) worked on the same project being submitted for the Respondent's qualifications.

Completed Project / Reference #1:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Equipment Operator: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

Name(s) of assigned personnel:

Project manager: _____

Others: _____

Completed Project / Reference #2:

Agency/company: _____

Current contact person at agency/company: _____

Telephone: _____ Fax: _____ E-mail: _____

Address of agency/company: _____

Name of project: _____

Equipment Operator: _____

Description: _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

QUALIFICATION FORM

PROPOSED SUBCONTRACTORS

(This form to be included with each Quote Submittal)

1.

Respondent intends to use the following subcontractors on this project (if none, write "None"):

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: _____

QUALIFICATIONS FORM – EQUIPMENT DOCUMENTATION

(This form to be included in quote submittal)

Respondent must document its equipment will complete the work as defined the attached Statement of Work Attachment 1 and shall complete the form below for each piece of equipment that Respondent proposes to use under this contract (make additional copies as necessary). **(Respondent may use multiple forms for the equipment to be utilized.)**

Name of Respondent (Firm): _____

1. Equipment (Excavator or Skidsteer)

Manufacturer and model: _____

Equipment Weight _____

Horsepower : _____ hp

Boom/Dipper Arm (how long) _____ Feet

2. Mulcher/Mower head to be used with the referenced equipment above:

Manufacturer and model:

Width of mulcher/mower head: _____

RESPONDENT SHALL CONFIRM THE BELOW STATEMENTS BY CHECKING EACH OF THE BOXES.

By checking the following box, the Respondent confirms that the proposed equipment is capable of working from roads and the tops of levees as necessary to cut and mulch vegetation at the toe of the levee: **Confirmed**

By checking the following box, the Respondent confirms that the safety features of the proposed equipment meets OSHA standards: **Confirmed**

By checking the following box, the Respondent confirms that the Mulcher/Mower Head is able to complete the work identified in the Statement of Work, Attachment : **Confirmed**

By checking the following box, Respondent shall currently possesses, or has the ability to obtain the proper equipment to complete the work identified in the Statement of Work, Attachment 1 within 10 days of the effective date of the agreement. **Confirmed**

Additional Comments (if any): _____

NOTE: Respondent shall include a photograph of each piece of proposed equipment with this form in the submittal.

EXHIBIT 4

**AFFIDAVIT AS TO NON-COLLUSION AND CERTIFICATION OF
MATERIAL CONFORMANCE WITH SPECIFICATIONS
(This form to be included in quote Submittal)**

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 or proposal.
2. The attached bid or proposal is genuine. It is not a collusive or sham bid or proposal.
3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid or proposal.
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 or proposal in connection with the Agreement for which the attached bid or proposal 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 or proposal of any other Respondent or proposer, or to fix any overhead, profit, or cost element of the bid prices or the bid price of any other Respondent or proposer, 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 or proposal 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 proposal, 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

2. _____ My commission expires:

3. _____ (SEAL)

EXHIBIT 5— INSURANCE

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Consultant shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Consultant's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Consultant 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.

1. **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. 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. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
2. **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
3. **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$100,000.

EXHIBIT 6- PURCHASE ORDER TERMS AND CONDITITONS

The following terms and conditions of this Purchase Order ("Order") apply unless expressly superseded by a separate written agreement between the parties. Terms and conditions on the face of this Order supersede the printed terms and conditions below.

PURCHASES OF SERVICES: TERMS AND CONDITIONS

1. This Order, including attachments, constitutes a binding contract between the St. Johns River Water Management District ("SJRWMD") and Contractor under the terms and conditions contained herein when accepted by Contractor, either by signed acknowledgment or by the commencing performance of the services provided for herein ("the Work"). Contractor shall timely and fully perform the Work as set forth in the specifications or Statement of Work, and shall not be sublet or assign the Work, in whole or in part, without SJRWMD's prior written consent. This Order constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein.
2. **Audit.** Contractor shall allow SJRWMD until the expiration of five years after expenditure of funds under this Order to have access to and the right to examine any books, documents, papers and records of Contractor relating to this Order.
3. **Civil Rights.** Pursuant to chapter 760, Florida Statutes (F.S.), Seller shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
4. **Dispute Resolution.** In the event of any issue, discrepancy, or dispute, Contractor must fully perform the Work in accordance with the District's written instructions and may claim additional compensation. Contractor must seek clarification and resolution thereof by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the District no later than 15 calendar days after the precipitating event. If not resolved by the District's 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 calendar days. This determination shall constitute final District action, which shall then be subject to judicial review. Contractor must complete the Work in accordance with said determination, which does not waive Contractor's position regarding the matter in dispute.
5. **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. Should the Work not be funded, in whole or in part, the District shall so notify Contractor and this Agreement shall be deemed terminated without cause as provided herein.
6. **Indemnity.** Contractor shall pay on behalf, hold harmless, release, and forever discharge SJRWMD, its officers and employees, from any and all liabilities, claims, actions, damages, expenses, court costs, and attorneys' fees arising from Contractor's performance of the Work, including Contractor's partial or sole negligence, action, or inaction, and involving damages to property, personal injury, or loss of life.
7. **Independent contractor.** Contractor is an independent contractor. Neither Contractor nor Contractor's employees are SJRWMD agents or employees. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compensating Contractor's employees, including benefits, and for compliance with all labor and tax laws pertaining to Contractor, its officers, agents, and employees, and shall indemnify and hold SJRWMD harmless from any failure to comply with such laws.
8. **Insurance.** Contractor warrants that it has workers' compensation insurance *in not less than the minimum requirements of Florida law*. If an exemption from workers' compensation coverage is declared, an exemption letter issued by Florida Department of Financial Services, Division of Workers' Compensation, shall be submitted to SJRWMD. Contractor shall secure and maintain such liability insurance as may be required by SJRWMD to protect it from claims for bodily injury, death, or property damage that may arise from performing the Work.
9. **Interest in Contractor's Business; Non-Lobbying.** Contractor certifies that no District officer, agent, or employee has or will have any direct or indirect material interest, as defined in chapter 112, F.S., in Contractor's business under this Order. Any state grant monies received from the District to fund this Order shall not be used to lobby the Florida Legislature, the judicial branch, or any state agency. (Section 216.347, F.S.)
10. **Ownership.** *All deliverables, including Work not accepted by SJRWMD, are SJRWMD property when Contractor has received compensation therefor. All ownership rights belong to SJRWMD, including the right to copyright, trademark, and patent the Work. Work subject to copyright is a "work made for hire" as defined by United States copyright laws. All documents, including draft final reports, original drawings, estimates, programs, manuals, specifications and field notes developed, secured or used in performing the Work are SJRWMD property. Any use by Contractor after completion of the Work of data developed as part of the Work shall be submitted to SJRWMD for prior review and comment. Contractor certifies that the Work does not and will not infringe on any patent rights.*
11. **Payment and release.** *Contractor shall pay all proper charges for labor and materials required to perform the Work and shall provide SJRWMD a final invoice within 15 days of completion. Acceptance of final payment constitutes a release of all claims against SJRWMD arising from the Work. SJRWMD may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment when necessary to protect SJRWMD from loss as a result of defective Work not remedied or any other material breach hereof.*
12. **Permits and licenses.** 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.

13. **Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of 36 months following the date of being placed on the convicted vendor list.
14. **Public records.** SJRWMD reserves the right to unilaterally terminate this Order for Contractor's refusal to allow public access to all documents subject to Chapter 119, F.S., that are made or received by the Contractor in performance of the Work.
15. **Termination.** SJRWMD may terminate this Order, or any part thereof, without cause, upon 10 days written notice. In such event, Contractor shall be compensated for all Work performed in accordance with this Order to the effective date of termination. Alternatively, SJRWMD may terminate this Order for cause on 10 days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, SJRWMD may take possession of and finish the Work by whatever method(s) SJRWMD deems expedient.
16. **Venue, Attorney's Fees, Waiver of Right to Jury Trial.** This Order is subject to the laws of Florida. In the event of any legal proceedings related to this Order, venue shall be in Duval County if the Work is performed in Alachua, Baker, Bradford, Clay, Duval, Nassau, Putnam, and/or St. Johns counties; or in Orange County if the Work is performed in Brevard, Flagler, Indian River Lake, Marion, Okeechobee, Orange, Osceola, Seminole, or Volusia counties. If the Work is performed in multiple counties such that venue may lie in Duval and Orange counties, venue shall lie in Duval county. In the event of any legal dispute arising from or related to this Order, each party shall bear its own costs and attorney's fees, including appeals. The parties hereby waive their right to jury trial and consent to trial by a court of competent jurisdiction.
Last updated: 8-25-15