

RESOLUTION NO. 2021 - 28

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 21-12 AND TO EXECUTE AN AGREEMENT WITH BIRD DOG FIRE AND LAND MANAGEMENT, INC. FOR COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES.

RECITALS

WHEREAS, the County desires to enter into contract with Bird Dog Fire and Land Management, Inc. to provide services for Countywide Mitigation Area Prescribed Burning Services in accordance with Bid No. 21-12; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, and equipment required in order to perform mitigation services to include land management activities relating to prescribed fire such as securing required permitting, preparation and maintenance of fire lines on County Conservation Area properties, as directed by County staff and consistent with St. Johns River Water Management District Memorandum of Agreements (SJRWMD MOA), U.S. Army Corps of Engineers (USACE) Permits, St. Johns County Land Management Plans, and specifications consistent with applicable permits, on all County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, McCullough Creek ROMA and any other County-owned parks or conservation areas located in St. Johns County, Florida for any invasive exotic plants or trees observed onsite, as authorized by Task Order, in accordance with Bid No. 21-12; and

WHEREAS, through the County's formal Bid process, Bird Dog Fire and Land Management, Inc. was selected as the lowest, responsive, responsible bidder to enter into contract with the County to perform the services referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the services serves a public purpose.

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 21-12 to Bird Dog Fire and Land Management, Inc. as the lowest, responsive, responsible bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid No: 21-12.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of January, 2021.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Vice Chairman

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: Pam Halter
Deputy Clerk

RENDITION DATE 1/21/21





CONTRACT AGREEMENT
BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA
PRESCRIBED BURNING SERVICES
Master Contract #: _____

This Contract Agreement (Agreement) is made as of this _____ day of _____, 20____, between **St. Johns County, FL** ("County"), a political subdivision of the state of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Bird Dog Fire and Land Management, Inc.** ("Contractor"), authorized to do business in the state of Florida, with mailing address: 409 SE 52nd Avenue, Ocala, FL 34471; Phone: (352) 274-2452; Email: carlos@birddogfire.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of three (3) calendar years, and may be renewed for up to one (1) two (2) year renewal period. This Agreement may be renewed, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" includes the following:

- This Agreement, including any amendment executed as provided in Article 29;
- St. Johns County Bid No. 21-12 and all issued Addenda;
- Contractor's Pricing (Exhibit A-1);
- Scope of Work (Exhibit B);
- Any task order, or any amendment of a task order, issued as provided in Article 4 of this Agreement; and
- Any Certificate of Insurance required pursuant to Article 12 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform the Scope of Work set forth in Specifications of St. Johns County Bid No: 21-12.

Services provided by the Contractor shall be under the general direction of the St. Johns County Department requesting services, or the St. Johns County Purchasing Department, who shall act as the County's representative during the performance of services under this Agreement.

The Contractor shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work, and materials performed, provided, or furnished by the Contractor. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, work, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Contractor.

Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, work, and materials furnished by the Contractor under this Agreement shall not relieve the Contractor of responsibility for the adequacy, completeness, and accuracy of its services, work, and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Contractor's services, work, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE 4 – TASK ORDERS

The Contractor shall not perform any services under this Agreement until a task order for such services has been executed by the Contractor's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. Compensation for services under this Agreement is contingent upon the execution of a task order as provided in Article 4 prior to the provision of the services by the Contractor.
- B. Compensation for each Task Order shall be based on the method of payment as stated in each Task Order. The Contractor shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate based on the hourly rates provided in Exhibit B. No modification, amendment, or alteration to Exhibit B shall be effective unless provided through an amendment to this Agreement as provided below in Article 29.
- C. It is expressly understood that Contractor is not entitled to the amount of compensation set forth in any given task order. Rather, Contractor's compensation is based upon Contractor's satisfactory completion and delivery of all work product and deliverables noted in each task order.
- D. The Contractor shall bill the County for services satisfactorily performed as provided in each task order. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).
- E. Though there is no billing form or format pre-approved by either the County, or the Contractor, invoices submitted by the Contractor shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return an invoice from the Contractor, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

ARTICLE 6 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor within any six consecutive months during the term of this Agreement, such action shall constitute cause for termination of this

Agreement.

- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County.

All of the services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The Contractor shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:

ARTICLE 9 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 10 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor performance under this Agreement.

ARTICLE 11 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds.

While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 12 - INSURANCE

The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the state of Florida. The Contractor shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of the Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by the law for all of its employees.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 13 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto,

nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 - CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

Both the County and the Contractor explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 - EXCUSABLE DELAYS

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Contractor is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

ARTICLE 19 - ARREARS

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Before being eligible for final payment of any amounts due, the Contractor shall deliver to the County all documents and materials prepared by and for the County under this Agreement.

Contractor shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

With respect to the Contractor's performance of all work services and activities under this Agreement, the Contractor shall be an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five days written notice.

ARTICLE 24 - NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 27 - AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an amended task order as provided in Article 4. The Contractor shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

ARTICLE 30 - FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

ARTICLE 31 - ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Leigh A. Daniels, CPPB, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Bird Dog Fire and Land Management, Inc.
Attn: Gia Gutierrez, Owner
409 SE 52nd Avenue
Ocala, FL 34471

ARTICLE 33 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 34 - PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records

Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 35 – REVIEW OF RECORDS

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Contractor authorizes the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Contractor is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

ARTICLE 36 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Access and Audits; (5) Enforcement Costs; and (6) Access to Records.

ARTICLE 38 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES

The Contractor’s performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached as Exhibit C hereto, the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed this Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Leigh A. Daniels, CPPB
Printed Name of County Representative

Bird Dog Fire and Land Management, Inc.
Company Name

Signature County Representative

Signature of Contractor Representative

Purchasing Manager
Title of County Representative

Printed Name & Title

Date of Execution

Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF THE CIRCUIT COURT & COMPTROLLER

Deputy Clerk

Date

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

**BID NO: 21-12; COUNTYWIDE MIGITATION CONSERVATION AREA
PRESCRIBED BURNING SERVICES**

**EXHIBIT "A"
BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Hourly Rates per Position as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The Hourly Rates shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to this Agreement through a Contract Amendment.

Price increases will be considered at the end of each contract/agreement renewal year. Price increase requests must be submitted in writing to the St. Johns County Purchasing Manager no later than sixty (60) consecutive calendar days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

**BID NO: 21-12; COUNTYWIDE MIGITATION CONSERVATION AREA
PRESCRIBED BURNING SERVICES**

**EXHIBIT "A-1"
CONTRACTOR'S PRICING**

Prescirbed Burning Services*:

Unit Price Per Acre: \$199.00/acre

Includes full prescribed burn planning, activities, personnel, materials, and equipment

The Unit Price Per Acre submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Unit Price Per Acre above shall be the final price charged to the County for work performed.

**BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA
PRESCRIBED BURNING SERVICES**

**EXHIBIT "B"
SCOPE OF WORK**

LOCATION: St. Johns County Conservation Lands

SCOPE OF WORK:

The Contractor shall be required to conduct prescribed burning services on County Regional Offsite Mitigation Areas (ROMAs) including Turnbull Creek Deep Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, McCullough Creek ROMA, or other County-owned conservation areas located in St. Johns County, Florida as authorized by Task Order. The Contractor shall also perform mitigation services relating to prescribed burn planning, activities, materials, equipment, and documentation relating to required burns at established intervals as directed by County staff and consistent with St. Johns River Water Management District Memorandum of Agreements (SJRWMD MOA), U.S. Army Corps of Engineers (USACE) Permits and County Land Management Plans. The intent is to have a three (3) to seven (7) year burn rotation with an uneven aged forest stand mimicking natural stand densities and based on existing conditions.

The Contractor shall be required to provide any and all equipment, personnel, transportation, supplies and supervision necessary to conduct required prescribed burning on County properties.

All services performed by the Contractor must be supervised by a Florida Certified Prescribed Burn Manager at all times. The Contractor must be able to mobilize within three (3) business days of notification by the County that the relevant conditions (weather, water table's, etc.) are appropriate to perform a burn. The County shall be responsible for determining which compartment(s) shall be burned, and when to request burn services from the Contractor.

The Contractor shall be responsible for securing the permit from the Florida Forest Service and contact all entities on the day of burn call list prior to performing the burn(s). The Contractor shall also be responsible for notifying adjacent landowners, generating the prescription for each burn, coordinating with the appropriate governmental agencies (including but not limited to SJC Fire Services, SJC Sheriff's Office, Florida Forest Service, St. Augustine Fire Service, St. Augustine Police Department, Florida Highway Patrol, Florida Department of Transportation, County Media relations Department and local print, radio and TV media), ignition, active burning, and performing mop-up.

The Contractor must install and/or rehabilitate any required fire lines in coordination with the County.

The Contractor must take due care to minimize the tree mortality.

For prescribed burns, the Contractor is required to have staff certified in S-130 and S-190 Basic Wildland Fire Fighting.

Reporting:

The Contractor must provide monthly reports, at a minimum, of all services conducted within each month they are accomplished. Reports must include types and maps of locations of burn unit(s) burned vegetation removed or planted and the process used for the removal or planting. Additional maps relating to land management techniques utilized to achieve permit goals may be necessary and shall be provided by the Contractor to the County for review prior to submittal for review and approval by jurisdictional agencies and implementation. Additionally, information related to the prescribed burn should include the Florida Forest Service permit, prescription areas and acreage and post-burn report. The reports shall include photos to document any vegetation removed and the areas that were included in any prescribed burn performed during this contract.

Services also include required assessment, reporting and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

December 3, 2020

RE: Bid No: 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services

Please be advised that the Purchasing Department of the St. Johns County is issuing this notice of its Intent to Award a contract to Bird Dog Fire & Land Management Inc. as the lowest responsive, responsible bidder for Bid No: 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services. This notice will remain posted until 4:00 PM, Tuesday, December 8, 2020.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

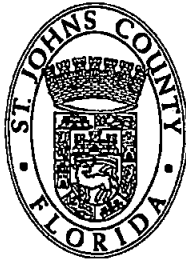
Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at dfye@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 12/3/20

Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

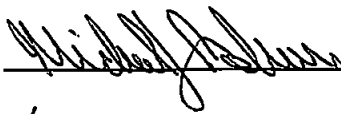
I N T E R O F F I C E M E M O R A N D U M

TO: Ryan Mauch, Environmental Supervisor, SJC Growth Management Department
FROM: Diana M. Fye, AS, CPPB, Procurement Coordinator
SUBJECT: Bid No. 21-12; Countywide Mitigation Conservation Area Prescribed Burning
DATE: November 19, 2020

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval 
Date 11/30/20
Budget Amount \$200,000 annually
Account Funding Title Rom A Maintenance
Funding Charge Code 1231-53120
Award to Bird Dog Fire + Land Management Inc.
Award Amount \$1.99 per acre

ST JOHNS COUNTY

DEC 02 '20

PURCHASING

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE COUNTYWIDE MITIGATION CONSERVATION AREA
PRESCRIBED BURNING SERVICES

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

OPENED BY
TABULATED BY
VERIFIED BY

DIANA M FYE
APRIL BACON

[Signature]

BID NUMBER 21-12

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME November 4, 2020 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

POSTING DATE/TIME FROM 11/19/20 UNTIL 11/24/20
3:00 PM 3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

BIDDERS	UNIT PRICE PER ACRE	BID BOND	ADDENDUM 1	ADDENDUM 2			
Bird Dog Fire & Land Mgmt Inc	\$ 199.00	Yes	Yes	Yes			
Promise Habitat Services, LLC	\$ 395.00	No	Yes	Yes	Non-Responsive		

BID AWARD DATE - _____

BID NO: 21-12

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 10/26/2020

BID PROPOSAL OF

Bird Dog Fire and Land Mgmt Inc.
Full Legal Company Name

409 SE 52 AVE Ocala, FL (352) 274-2452
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

FOR: COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

Note: The proposed Unit Price shall be fixed and firm.

Prescribed Burning Services*: Unit Price per Acre: \$ 199.00 /acre
Includes full prescribed burn planning, activities, personnel, materials and equipment

One hundred ninety nine and 00 /100 Dollars
Unit Price Per Acre (Amount written or typed in words)

Bidder shall insert the Unit Price Per Acre in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Unit Price Per Acre submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Unit Price Per Acre above shall be the final price charged to the County for work performed.

The Unit Price Per Acre offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

BID NO: 20-12

During the preparation of the Bid, the following addenda, if any, were received:

No.: 10/23 Date Received:
No.: 10/27 Date Received:
No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of One Thousand Dollars (\$1,000.00), payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 20-12

CORPORATE/COMPANY

Full Legal Company Name: Bird Dog Fire B Land Mgmt Inc

By: [Signature]
Signature of Authorized Representative

Gia Gutierrez Owner
(Name & Title typed or printed)



By: _____
Signature of Authorized Representative

(Name & Title typed or printed)

Address: 409 SE 52nd Ave Ocala FL 34471

Telephone No.: 352 274 2452 Fax No.: ()

Email Address for Authorized Company Representative: carlos@birddogfire.com

Federal I.D. Tax Number: 47-3309480 DUNS #: 080430417
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: () Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Unit Price Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Drug-Free Workplace Form
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Claims, Liens, Litigation History
 - Attachment "I" – References
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

From: Bird Dog Fire & Land Mgmt. Inc

No. 0004151765



Florida Credit Union

P.O. BOX 5549
GAINESVILLE, FL 32627-5549

Acct: [REDACTED] Teller: 0415 Date: 10/27/20 Time: 9:27am

See receipt for reference

Check Number: 00 0004151765

Purpose : SHARE WITHDRAWAL

Amount : \$1,000.00

Pay to : ST. JOHNS COUNTY

BID NO.:21-12

THE FACE OF THIS CHECK IS PRINTED BLUE - THE BACK CONTAINS A SIMULATED WATERMARK



Florida Credit Union

P.O. BOX 5549
GAINESVILLE, FL 32627-5549

CASHIER'S CHECK

Payable through
FLORIDA CREDIT UNION
GAINESVILLE, FLORIDA

63-7841
4-2631

No. 0004151765

10/27/20

\$1,000.00

PAY

EXACTLY **1,000** Dollars **00** cents

TO THE
ORDER
OF

ST. JOHNS COUNTY
BID NO.:21-12

VOID AFTER 90 DAYS
Do Not Process Electronically (or EFT)

Mark N. Stone

AUTHORIZED SIGNATURE



BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Crisa Gutierrez who being duly sworn, deposes and says he is Owner (Title) of the firm of Bird Dog Fire & Land Mgmt Inc Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

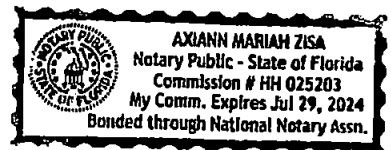
Bird Dog Fire & Land Mgmt Inc
(Bidder)
By: [Signature]
Owner
(Title)

Sworn and subscribed to me this 27 day
of October, 2020.

Notary Public: [Signature]
Signature Axiann Zisa
Printed

My commission Expires: July 29, 2024

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.



THE CONNER BUILDING
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650



FLORIDA FOREST SERVICE
(850) 681-5800

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE NIKKI FRIED

January 10, 2020

Carlos Gutierrez
409 SE 52nd Ave
Ocala, FL 34471-3330

Dear Carlos Gutierrez:

The Florida Forest Service, as outlined in the Florida Administrative Code 51-2.006(2)(f), requires every Certified Prescribed Burn Manager registered in the State of Florida to meet the necessary requirements to maintain their status as a Certified Prescribed Burn Manager. Failure to meet either the training requirement or the acreage burning requirement will result in the loss of your Certified Prescribed Burn Manager status.

After reviewing the Certified Prescribed Burn Manager records, our information shows that your certification (Number 20083833) is in good standing until the dates shown below.

Training Requirement: Good Through: December 31, 2024
Broadcast Burn Requirement: Good Through: December 31, 2024

*** There is no further action required on your part. ***

You can see this information and also place an open burn request online by accessing the web based open burn authorization system (WebOBA). The easiest way to access the system is to go to www.FDACS.gov and search WebOBA.

For questions about the requirements to maintain certification, please visit the following web site: www.FDACS.gov/RX.htm

Sincerely,

John K. Fish, Chief
Forest Protection Bureau

Missborough Community College
Division of Environmental and Technical Programs

This is to certify that

Carlos Gutierrez

has completed the

Continuing Education Course in

Inter-Agency Basic Prescribed Fire Training Course

Rich Gordon
Coordinator

February 10, 2006
Date

Frederick J. Webb Jr.
Dean of Environmental and Technical Programs

Florida Division of Forestry

Carlos A. Gutierrez

is hereby designated a

**Certified Prescribed Burn Manager
No. 2008-3833**

for completion of the State of Florida Department of
Agriculture and Consumer Services, Division of Forestry
Certified Prescribed Burn Manager Program
in accordance with Florida Statute 590.125(3)
and Florida Administrative Code 51-2(2)
effective March 28, 2008

Charles H. Brown

Commissioner of Agriculture

Michael C. Long

Director, Division of Forestry

FLORIDA FOREST SERVICE
(850) 681-5800



THE CONNER BUILDING
3125 CONNER BOULEVARD
TALLAHASSEE, FLORIDA 32399-1650

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

January 10, 2020

Carlos Gutierrez
409 SE 52nd Ave
Ocala, FL 34471-3330

Dear Carlos Gutierrez:

The Florida Forest Service, as outlined in the Florida Administrative Code 51-2.006(8)(d), requires every Certified Pile Burner registered in the State of Florida to submit his or her certification number for five completed pile burns in the preceding five years to maintain their status as a Certified Pile Burner. Failure to meet this requirement will result in the loss of your Certified Pile Burner status.

After reviewing the Certified Pile Burner records, our information shows that your certification (Number P20171150) is in good standing until the date shown below.

Pile Burn Requirement Good Through: **December 31, 2022**

*** There is no further action required on your part. ***

You can see this information and also place an open burn request online by accessing the web-based open burn authorization system (WebOBA). The easiest way to access the system is to go to www.FDACS.gov and search WebOBA.

For questions about the requirements to maintain certification, please visit the following web site: www.FDACS.gov/RxFire.

Sincerely,

John K. Fish, Chief
Forest Protection Bureau

DIVISION OF STATE FIRE MARSHAL

102999 **BUREAU OF FIRE STANDARDS AND TRAINING**

Hereby Awards This

Certificate of Competency

to

CARLOS A. GUTIERREZ

by virtue of satisfactory completion of all
component parts of the course entitled

FIREFIGHTER ONE

as authorized by Florida Statutes and prescribed
by the Division of State Fire Marshal.

Issued this 28th day of November, 20 00

Bill Nelson

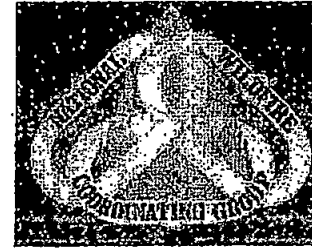
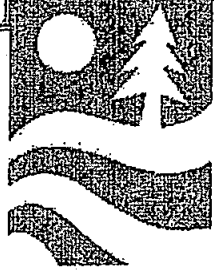
STATE FIRE MARSHAL

Alondra

BUREAU CHIEF

Al

DIRECTOR



This Certificate is
awarded to

Carlos Gutierrez

For successful completion of

S-219, Firing Operations

May 12-18, 2015

Location:
Kearney, Nebraska

Lead Instructor:
Bob Allbee (RXB2)
Prescribe Fire Consultant to
Scholl Fire
509-382-4302

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Bird Dog Fire & Land Mgmt Inc.

Authorized Representative(s) :

Gia
Signature

Gia Gutierrez Owner
Print Name/Title

Signature

Print Name/Title

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

St. Johns County Board of County Commissioners

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Bird Dog Fire & Land Mgmt Inc does:
Name of Firm

1. Publish a statement notifying employees that 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 employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose 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 who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

J. A. J.
Signature
10/26/20
Date

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

ATTACHMENT "G"

PROOF OF INSURANCE

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of "Certificate of Insurance" here)

L H U B B

ISSUING COMPANY
INDEMNITY INS. CO. OF NORTH AMERICA
NCCI CARRIER CODE
25437

**Workers' Compensation
and Employers Liability
Insurance Policy
Information Page**

POLICY NUMBER
Symbol: WLR Number: C6 74 57 29 8
PREVIOUS POLICY NO.
Symbol: Number:

New Renewal Rewrite
 Individual Partnership Association
 Corporation Joint Venture Other Legal Entity

Item 1. HKA ENTERPRISES, LLC
Named 337 SPARTANGREEN BLVD.
Insured DUNCAN SC 29334

Inter/Intrastate ID No.: 911267373

Federal Employer ID No.: 510416377

Mailing
Address

Employer's ID No.:

PIIC CODE: 7361

For other named insured see Extension of Information Page – Schedule of Named Insured, WC 99 99 99 A

For other workplaces see Extension of Information Page – Schedule of Other Workplaces, WC 99 99 99 B

Item 2. Policy period: From 09-01-2020 To 09-01-2021 12:01 A.M., standard time at the named insured's mailing address.

Item 3A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here:
AK,AL,AR,AZ,CO,CT,DC,DE,FL,GA,HI,IA,ID,IL,IN,KS,KY,LA,MD,ME,MI,MN,MO,MS,MT
NC,NE,NH,NJ,NM,NV,NY,OK,OR,PA,RI,SC,TN,TX,UT,VA,VT,WV

Item 3B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A.

The limits of our liability under Part Two are:
Bodily Injury by Accident \$ 1,000,000 each accident
Bodily Injury by Disease \$ 1,000,000 policy limit
Bodily Injury by Disease \$ 1,000,000 each employee

Item 3C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT
ND,OH,WA,WY,
AND STATES DESIGNATED IN ITEM 3.A

Item 3D. This Policy includes these endorsements and schedules:

See schedule of Forms and Endorsements WC999999D

Item 4. The premium for this policy will be determined by our Manual of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE –CLASSIFICATIONS

If indicated here, interim adjustments of premium will be made:

Semi-Annually Quarterly Monthly

Minimum Premium collected in DE \$ 1478.
Total Estimated Premium \$ 2262582.
Deposit Premium \$

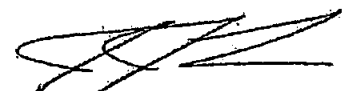
PRODUCER NAME AND MAILING ADDRESS

MARSH USA INC
3560 LENOX ROAD
SUITE 2400
ATLANTA GA 30326

PRODUCER CODE: 244022 36-1436000 ATU

MARKETING OFFICE: ATLANTA BRANCH

ISSUE DATE: 09/30/2020



Authorized Representative



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MY HOMETOWN AGENCY, LLC 6789 SW HWY 200 OCALA, FL 34476	CONTACT NAME: AARON M HARRIS	
	PHONE (A/C No. Ext): 352-355-7865 FAX (A/C No.): 888-318-7821 E-MAIL ADDRESS: AARON@MYHOMETOWNAGENCY.COM	
INSURED BIRD DOG FIRE & LAND MANAGEMENT INC. 409 SE 52ND AVE OCALA, FL 34471	INSURER(G) AFFORDING COVERAGE	NAIC #
	INSURER A: PRIME INSURANCE COMPANY	12588
	INSURER B: PROGRESSIVE EXPRESS INS COMPANY	02962
	INSURER C:	
	INSURER D:	
	INSURER E:	

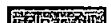
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY 1,000,000/2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	<input type="checkbox"/> <input type="checkbox"/>	SC20082110	06/19/2020	06/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 PER PERSON \$ 500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/> <input type="checkbox"/>	04119351-3	09/07/2020	09/07/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000 CSL U/M COVERAGE \$ 1,000,000 CSL
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS	<input type="checkbox"/> <input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTHER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> <input type="checkbox"/>	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	INLAND MARINE COVERAGE	<input type="checkbox"/> <input type="checkbox"/>	SC20062110	06/19/2020	06/19/2021	\$200,000- DEDUCTIBLE \$2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
COVERAGE IS LIMITED TO ONLY INSURED ACTIVITIES OR OPERATIONS IDENTIFIED IN THE POLICY. CONTROLLED BURNING- COST OF SUBS, CAMPSITE MAINTENANCE- PER RECEIPTS, CONTROLLED BURNING- BY CONTRACTOR, ADDITIONAL INSURED ENDORSEMENT.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

ATTACHMENT "H"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties: _____

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes N/A No N/A
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

ATTACHMENT "I"

REFERENCES

The Bidder must provide proof of **three (3) years** of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "I" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

Any material misrepresentation, as determined by the County, shall result in disqualification.

1. Reference Company Name: Orange County Environmental Parks Division
Date(s) of Service: 2017 - 2022
Project Information (Type of System): Prescribed burning on County ELD Lands, mechanical fuels reduction, firelines rehab and construction
Primary Reference Contact Name and Title: Beth Jackson Environmental Program Sup.
Contact Phone Number: (407) 836-1481
Contact Email Address: beth.jackson@ocfl.net

2. Reference Company Name: Lake County Office of Parks and Trails
Date(s) of Service: 2019 - present
Project Information (Type of System): prescribed burning, fuels reduction (mulching) firelines rehab and construction.
Primary Reference Contact Name and Title: Justin Elkins Recreation Coordinator
Contact Phone Number: 352-630-7770
Contact Email Address: JElkins@lakecountyfl.gov

3. Reference Company Name: Florida Fish & Wildlife Comm
Date(s) of Service: 2015 - 2019
Project Information (Type of System): Prescribed burning, fuels reduction mulching / roller chopping firelines rehab & installation
Primary Reference Contact Name and Title: Tom O'Neil
Contact Phone Number: _____
Contact Email Address: Tom.O'Neil@myfwc.com

4. Reference Company Name: Alachua County Environmental
Date(s) of Service: _____

Project Information (Type of System): prescribed fire, fire lines

Primary Reference Contact Name and Title: David Hoyt Prescribed Fire Coord.

Contact Phone Number: 352 264 6834

Contact Email Address: dhoyt@alachuacounty.us

5. Reference Company Name: Florida Fish & Wildlife Comm

Date(s) of Service: 2018-2020

Project Information (Type of System): Fireline rehab via mulching 20 ft around 10 miles of boundary lines @ Cecil Webb WMA.

Primary Reference Contact Name and Title: Andrew Pope

Contact Phone Number: (941) 815-8926

Contact Email Address: Andrew.pope@myfwc.com

6. Reference Company Name: Bruce Balentine

Date(s) of Service: 2020

Project Information (Type of System): Fireline installation, mulching fuel reduction habitat restoration

Primary Reference Contact Name and Title: Bruce Balentine / Owner

Contact Phone Number: 352-572-6629

Contact Email Address: _____



St. Johns County Board of County Commissioners

Purchasing Division

October 23, 2020

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: BID No. 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

QUESTIONS:

1. What is the minimum acreage per burn unit?
Answer: The smallest burn unit within the ROMA is around 50 acres. Typical acreage size of the ROMA burn units are ~50-150 acres and multiple adjacent units are sometimes burned at one time.
2. May we have access to the site to view potential units?
Answer: Sites are accessible by foot. If a vehicle is desired to traverse some properties, then a site visit will be needed and the Contractor will need to contact St. Johns County Purchasing to make arrangements.
3. May we invoice separate for firebreak installation? For example, if we install the fire breaks and a natural disaster or bad weather does not allow for timely burning, how will the contractor be compensated? Most fire contracts we have with government agencies allow for separate billing for site/prep work for the burn.
Answer: Site Prep may be billed separately from the actual burn services. Site prep typically occurs within a few days before the burn services.
4. What is the total acreage of each locations?
Answer: The County has over 8,000 acres in land management portfolio, however most if not all of the proposed services will take place on the four permitted Regional Offsite Mitigation Areas including:

Turnbull Creek 750 acres, Deep Creek 233 acres, Moses Creek 450 acres and McCullough Creek 1,392 acres.

THE BID DUE DATE REMAINS NOVEMBER 4, 2020 AT 2:00 P.M.

Acknowledgment

[Handwritten Signature] 10/26/20
Signature and Date

Gia Gutierrez Owner
Printed Name/Title

Bird Dog Fire & Land Mgmt Inc.
Company Name (Print)

Sincerely,

Diana M. Fye
Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

October 27, 2020

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Diana M. Fye, AS, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

A. CHANGE TO BID DUE DATE:

The Bid Due Date is hereby changed to the following:

Submittal Due Date: November 18, 2020 at 2:00 PM

B. QUESTIONS:

1. Can we request site visits?

Answer: Site visits have been scheduled for November 2, 2020 beginning at 9:00AM at the Turnbull Creek Regional Offsite Mitigation Area (ROMA). There is no official address for Turnbull Creek ROMA, it is directly East of 4555 State Road 16, FL 32092. Please note this address is a private residential home that is located next to the Turnbull ROMA property – do not turn into the driveway. There is a chain link fence gate and a dirt road that is the main access to the Turnbull ROMA property. Bidders wishing to see the sites must meet no later than 9:00 AM at this location.

The Site Visit Itinerary is as follows:

- (1) Turnbull Creek ROMA, next to 4555 State Road 16, FL 32092
- (2) McCullough Creek ROMA: 2864 CR 13 S, Elkton, FL 32033
- (3) Deep Creek ROMA: 7756 Hub Bailey Rd, Hastings, FL 32145
- (4) Moses Creek: on 206, approximately ½ mile West 206 and US-1. Dirt road with gate.

THE BID DUE DATE HAS BEEN CHANGED TO NOVEMBER 18, 2020 AT 2:00 P.M.

Acknowledgment

[Handwritten Signature] 10/28/20
Signature and Date

Gia Gutierrez Owner
Printed Name/Title

Bird Dog Fire & Land Mgmt Inc
Company Name (Print)

Sincerely,

Diana M. Fye

Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 2

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Cashier's Check

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20__.

For
COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO.: 21-12

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

N/A

WITNESS:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

SPECIFICATIONS

LOCATION: St. Johns County Conservation Lands

SCOPE OF WORK:

The Contractor shall be required to conduct prescribed burning services on County Regional Offsite Mitigation Areas (ROMAs) including Turnbull Creek Deep Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, McCullough Creek ROMA, or other County-owned conservation areas located in St. Johns County, Florida as authorized by Task Order. The Contractor shall also perform mitigation services relating to prescribed burn planning, activities, materials, equipment, and documentation relating to required burns at established intervals as directed by County staff and consistent with St. Johns River Water Management District Memorandum of Agreements (SJRWMD MOA), U.S. Army Corps of Engineers (USACE) Permits and County Land Management Plans. The intent is to have a three (3) to seven (7) year burn rotation with an uneven aged forest stand mimicking natural stand densities and based on existing conditions.

The Contractor shall be required to provide any and all equipment, personnel, transportation, supplies and supervision necessary to conduct required prescribed burning on County properties.

All services performed by the Contractor must be supervised by a Florida Certified Prescribed Burn Manager at all times. The Contractor must be able to mobilize within three (3) business days of notification by the County that the relevant conditions (weather, water tables, etc.) are appropriate to perform a burn. The County shall be responsible for determining which compartment(s) shall be burned, and when to request burn services from the Contractor.

The Contractor shall be responsible for securing the permit from the Florida Forest Service and contact all entities on the day of burn call list prior to performing the burn(s). The Contractor shall also be responsible for notifying adjacent landowners, generating the prescription for each burn, coordinating with the appropriate governmental agencies (including but not limited to SJC Fire Services, SJC Sheriff's Office, Florida Forest Service, St. Augustine Fire Service, St. Augustine Police Department, Florida Highway Patrol, Florida Department of Transportation, County Media relations Department and local print, radio and TV media), ignition, active burning, and performing mop-up.

The Contractor must install and/or rehabilitate any required fire lines in coordination with the County.

The Contractor must take due care to minimize the tree mortality.

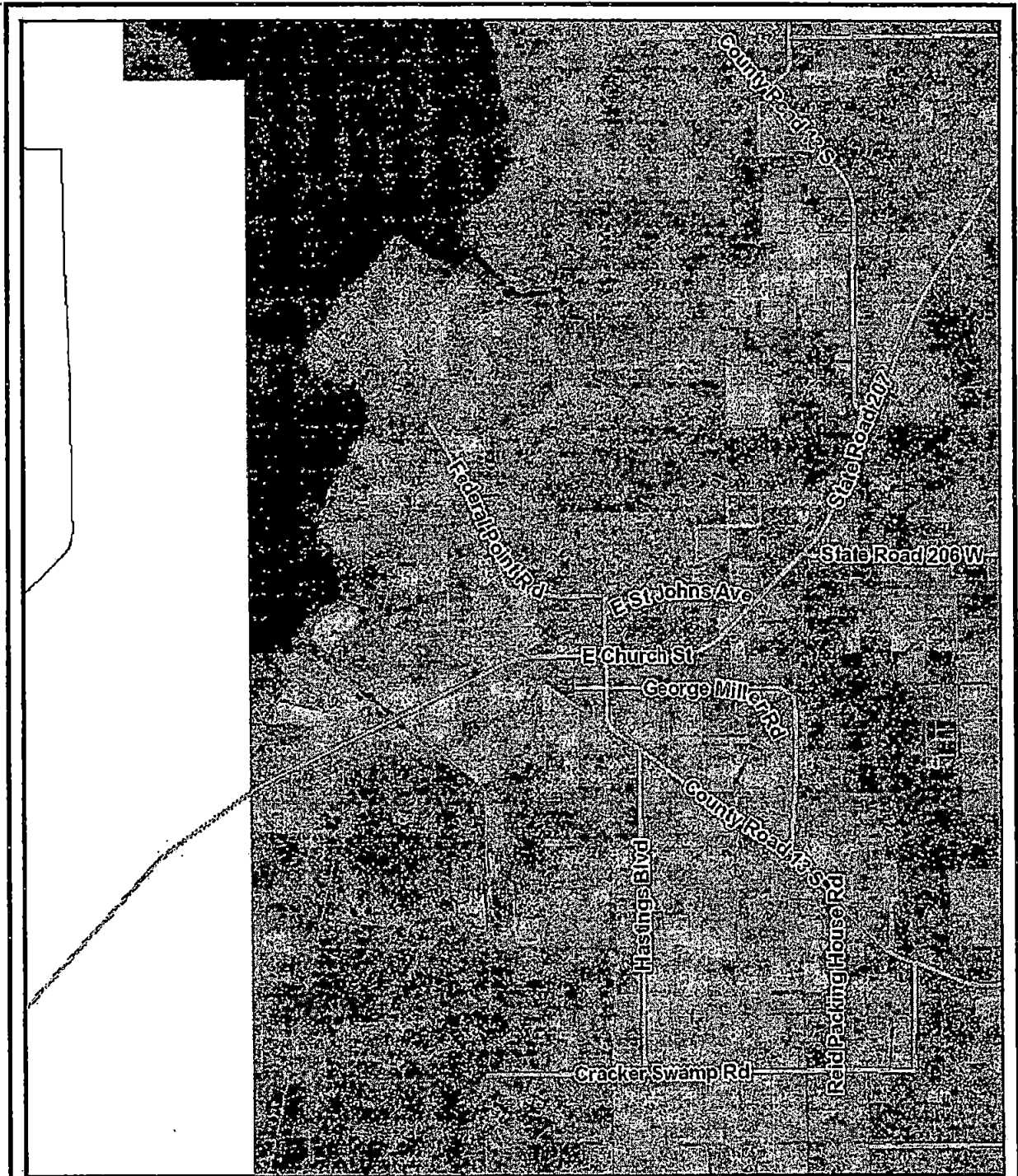
For prescribed burns, the Contractor is required to have staff certified in S-130 and S-190 Basic Wildland Fire Fighting.

Reporting:

The Contractor must provide monthly reports, at a minimum, of all services conducted within each month they are accomplished. Reports must include types and maps of locations of burn unit(s) burned vegetation removed or planted and the process used for the removal or planting. Additional maps relating to land management techniques utilized to achieve permit goals may be necessary and shall be provided by the Contractor to the County for review prior to submittal for review and approval by jurisdictional agencies and implementation. Additionally, information related to the prescribed burn should include the Florida Forest Service permit, prescription areas and acreage and post-burn report. The reports shall include photos to document any vegetation removed and the areas that were included in any prescribed burn performed during this contract.

Services also include required assessment, reporting and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections.

**EXHIBIT “A”
ROMA MAPS**



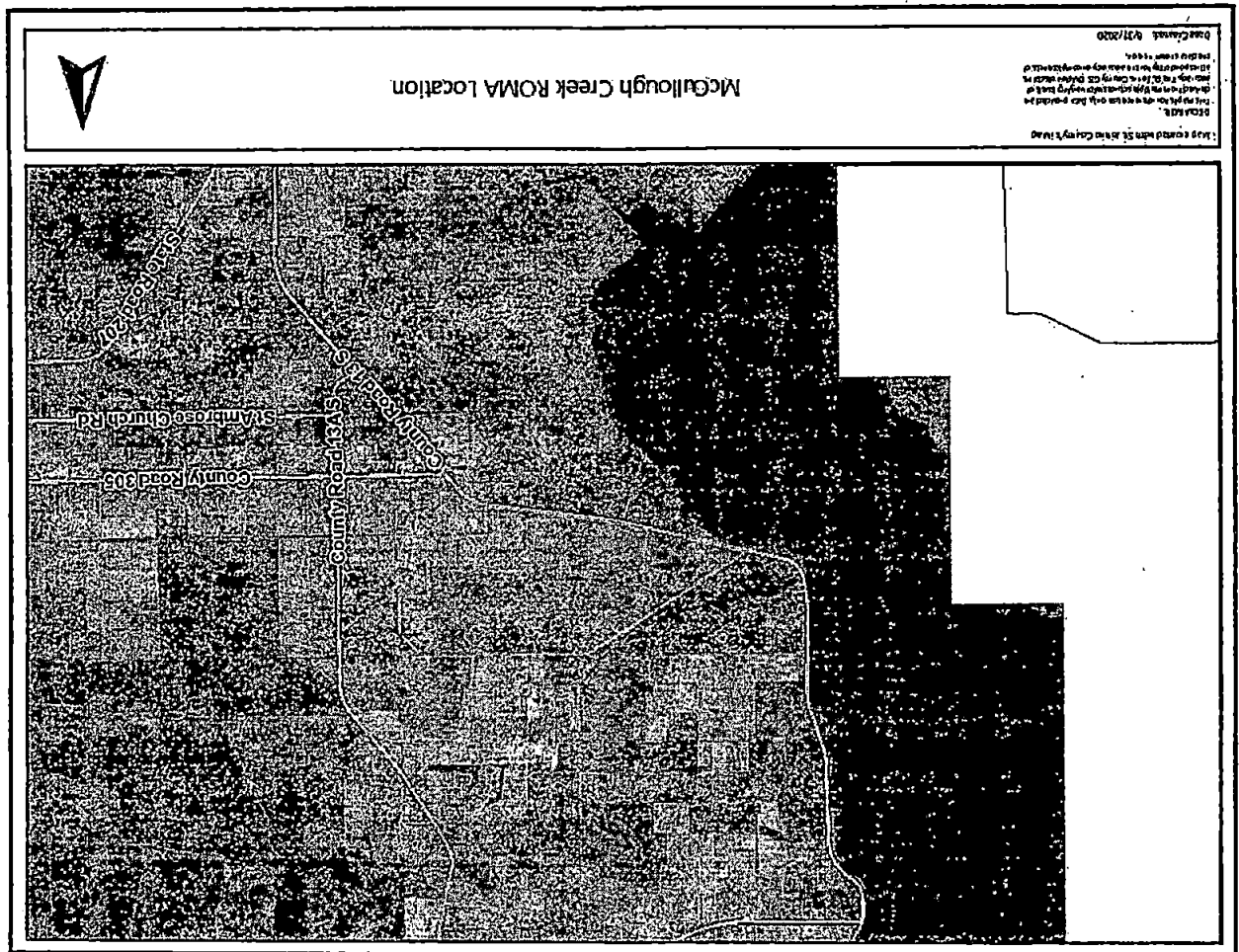
Map created with St. Johns County's iMap

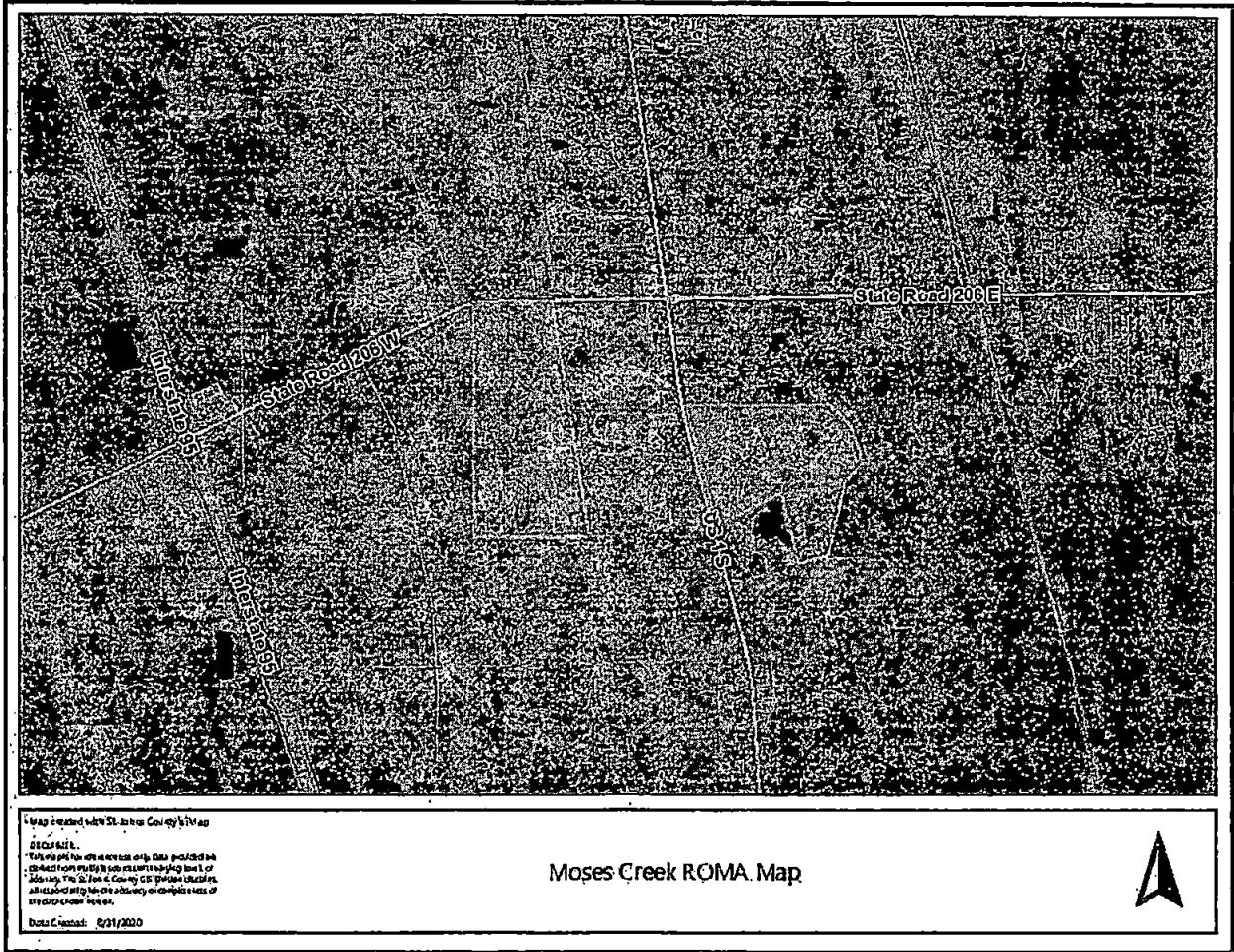
DISCLAIMER
 This map is for informational purposes only. Data provided is derived from various public sources and is subject to change without notice. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

Data Created: 8/31/2020

Deep Creek ROMA



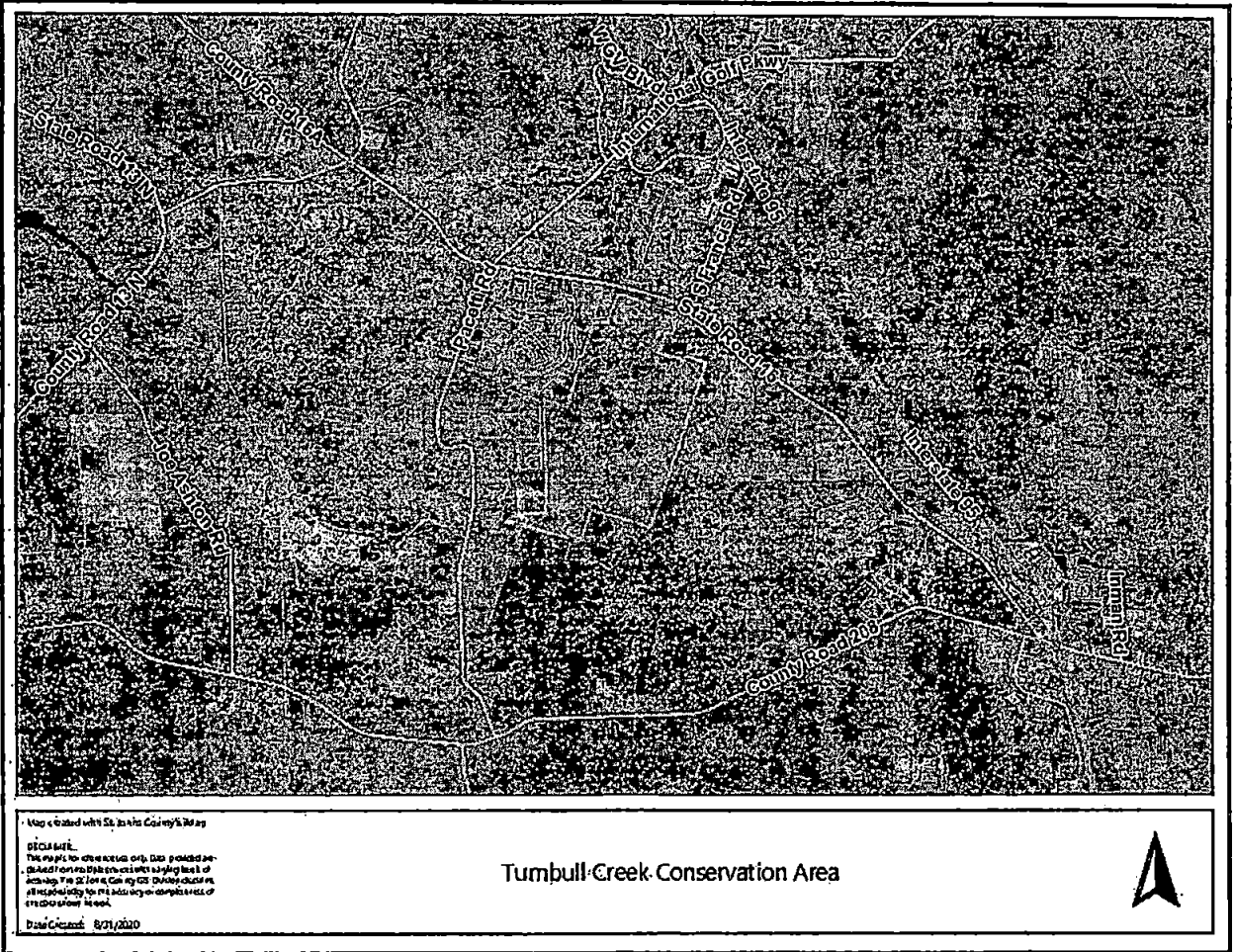




Map created with GIS using County's Map
 DATA
 This map is for informational purposes only. Data provided is
 derived from publicly available information and is not
 intended to be used for any other purpose. All rights reserved.
 Data Created: 02/1/2020

Moses Creek ROMA Map







St. Johns County Board of County Commissioners

Purchasing Division

October 27, 2020

ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: BID No. 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services

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THE BID DUE DATE HAS BEEN CHANGED TO NOVEMBER 18, 2020 AT 2:00 P.M.

Acknowledgment

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,

Diana M. Fye

Diana M. Fye, AS, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 2



St. Johns County Board of County Commissioners

Purchasing Division

October 23, 2020

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: BID No. 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services

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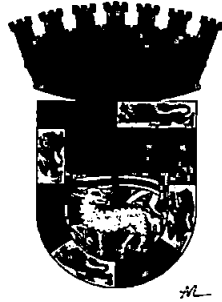
Signature and Date

Diana M. Fye
Diana M. Fye, AS, CPPB
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

BID NO: 21-12

**COUNTYWIDE MITIGATION CONSERVATION AREA
PRESCRIBED BURNING SERVICES**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfll.us/Purchasing/index.aspx**

FINAL: 09/30/2020

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – St Johns County Board of County Commissioners Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors/Suppliers

“E” – Conflict of Interest Disclosure Form

“F” – Drug-Free Workplace Form

“G” – Proof of Insurance

“H” – Claims, Liens, Litigation History

“I” – References

Bid Bond

SPECIFICATIONS

EXHIBIT “A” – ROMA MAPS

SEALED BID MAILING LABEL

END OF TABLE OF CONTENTS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, November 4, 2020 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Scope of Work:

The Contractor shall be responsible for providing any and all labor, materials, and equipment required in order to perform mitigation services to include prescribed fire land management through vegetative community assessment, monitoring and reporting as authorized by Task Order. Services include but are not limited to land management activities relating to prescribed fire such as securing required permitting, preparation and maintenance of fire lines consistent with St. Johns River Water Management District Memorandum of Agreements (SJRWMD MOA), US Army Corps of Engineers Permits (USACE), County Land Management Plans, and Specifications described herein. Consistent with applicable permits, the awarded Contractor shall be required to conduct prescribed burns for specific targeted and established burn units on required intervals for County Regional Offsite Mitigation Areas (ROMAs), including Turnbull Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, McCullough Creek ROMA and any other County-owned parks or conservation areas located in St. Johns County, Florida. Services also include the creation of specific burn plans, day of burn contacts, follow-up inspections, reporting of unit(s) burned with descriptions of the burn(s), densities of vegetation remaining and burned along with if the burn met the required burn criteria, photo documentation and meeting with agency staff at the requisite sites for ongoing conservation area maintenance.

Minimum Qualifications

Prime Bidder must be fully licensed to do business in the State of Florida, must be currently certified as a Florida Prescribed Burn Manager, have staff certified in S-130 and S-190 Basic Wildland Fire Fighting, and upon award must obtain and provide a Local Business Tax Receipt from St. Johns County.

Copies of current licenses and certifications for the Prime Bidder and proposed Sub-Contractor(s) must be provided with the submitted Bid Proposal.

Bid Documents, Project Specifications and Drawings

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document # 21-12. For technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx> Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from the Designated Point of Contact.

Designated Point of Contact

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, *in writing*, via email at dfye@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Questions

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM) on **Wednesday, October 21, 2020**, so that any necessary addenda may be issued

in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual.

All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTRROLLER

BY: _____
Deputy Clerk

BID NO.: 21-12

FRONT END BID DOCUMENTS

BID NO: 21-12

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida (“County”)

PROJECT: BID NO.: 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the

contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Diana M. Fye, AS, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Fye, *in writing*, via email at dfye@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County

also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than Four o'clock (4:00PM) on **Wednesday, October 21, 2020**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO: 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services**"

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

BID SECURITY

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of One Thousand Dollars (\$1,000.00), pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders submitting a certified or cashier's check as the bid security are not required to submit **Attachment "B"** – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined herein under "Surety Bond". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit **Attachment "B"** – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.
5. Failure to submit a bid bond shall result in a Bidder being deemed non-responsive and removed from consideration of award.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and

date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The County shall reject any material, supplies, or equipment that do not meet the specifications provided herein. The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

It is the intent of the County to award the lowest responsible Bidder(s), based upon the lowest Price Bid by item, or by total, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the purchase. The County reserves the right to separate the award to multiple bidders if doing so provides a cost savings, and serves the best interest of the County. The quantities are for bidding purposes only and do not obligate the County to purchase items at the provided quantities.

If an award is made, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications:

Bidders must have, and show proof of the following:

1. Bidders must be fully licensed to do business in the State of Florida;
2. Must be currently certified as a Florida Prescribed Burn Manager;
3. Have staff certified in S-130 and S-190 Fire Fighting; and
4. Upon award must obtain and provide a Local Business Tax Receipt from St. Johns County.

The County reserves the right to consider additional or alternate projects as proof of qualifications. Each Bidder must submit **Attachment "H"** – Experience of Bidder Form.

Proof of qualifications shall be provided by completing and submitting **Attachment "C"** – License/Certification List along with a copy of each license and certificate listed. All licenses, and certifications must be valid and current on the date bids are submitted.

Bidders to whom award of a contract is under consideration shall submit to the County, upon his request, a properly executed Contractor's Qualification Statement of AIA Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

SUB-CONTRACTORS

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, **Attachment "D"**, is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

If the Contractor elects to sub-contract with any firm, for any portion of the work under any Task Order, the Contractor shall be responsible for all work performed by any sub-contractor and the Contractor shall not be relieved of any obligations under this Contract.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten

(10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

CONTRACT DURATION & RENEWAL

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of three (3) years, **providing satisfactory performance is maintained**. The Contract may be renewed in one (1) two (2) year renewal option if all of the following criteria are met: Satisfactory performance by the Contractor, approval by the SJC Purchasing Manager and SJC "Department" Manager, or their designees, and availability of funds for the fiscal year of the renewal period, **providing satisfactory performance is maintained**. The Contract price will remain fixed for the Contract Term.

TASK ORDERS

Projects awarded under this Contract shall be authorized by a Task Order, which shall be executed by authorized representatives of the Consultant and St. Johns County. Task Orders shall be issued by the SJC Purchasing Department. The Task Order shall not be considered effective until executed by the County Administrator, or authorized designee, as required per the SJC Purchasing Code.

Each Task Order shall be on a form provided by the County and shall include, at a minimum, the following information:

- Master Contract Name & Number
- Firm Name & Address
- Task Order Number
- Project Name
- Detailed Description of Scope of Work
- Total Project Cost Proposal with Supporting Pricing Sheets
- Schedule for Completion
- Any and all specific terms and conditions associated with the project

a. Maximum Project Costs

The maximum project costs eligible to be authorized by Task Order under the awarded Contracts is \$200,000. Any project that is estimated to exceed that amount, must be submitted to the SJC Board of County Commissioners for approval prior to the Task Order being issued.

If a Task Order is valued at less than \$200,000, but an additive change order increases the value beyond that threshold, the Change Order shall be approved by SJC Administration prior to the issuance of the Change Order.

b. Change Orders

Any and all changes to any project being performed under a Task Order, which are unforeseen and not included in the scope of the approved Task Order, and which require additional work that effects the scope, cost, or time of the project shall be authorized through a Contract Change Order. Any change which increases the original contract value by greater than twenty percent (20%) or Fifty Thousand Dollars (\$50,000) (whichever is higher) shall require County Administrator approval. All changes requested by the Firm shall be stated in a written proposal to the County for approval. The County reserves the right to reject any changes requested by the Firm. Changes must be approved by the Project Manager, and the Purchasing Manager, or an authorized designee prior to the Change Order being issued and/or executed. No additional or alternate work shall be performed by the Firm until receipt of a fully executed Change Order. All requests for Change Orders must be made timely by the Consultant, and immediately communicated to the Site Inspector with specific details on the need and estimated cost, and verified through an on-site inspection, to avoid unnecessary delays to completion of the project.

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the County, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

A. OSHA Requirements:

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

B. Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

C. Training and Education:

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and

awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocution Hazards.

D. Toxic Substances/Federal Hazard Communication “Right To Know and Understand” Regulations:

The Federal “Right to Know and Understand” Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

E. Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)

The Contractor must comply with the Florida Department of Transportation’s (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of services for the County, if it serves the best interest of the County to do so.

PRICING

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered at the time Contract Renewal(s) is issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases

shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

METHOD OF PAYMENT

The Contractor shall invoice the County, for services satisfactorily performed, at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

St. Johns County Growth Management, Environmental Division
ATTN: Ryan Mauch
4040 Lewis Speedway
St. Augustine, FL 32084

St. Johns County Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number, Task Order
- Unit Prices / Extended Prices / Total Price of Invoice
- Description of Services Performed

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the

Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the projects awarded under this contract relating to an Emergency declaration, the Contractor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement. Additionally, the Contractor shall expressly require any and all sub-contractors and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement.

PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all

applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 21-12

**OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA**

PROJECT: COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

FOR: COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

Note: The proposed Unit Price shall be fixed and firm.

Prescribed Burning Services*: Unit Price per Acre: \$ _____ /acre

Includes full prescribed burn planning, activities, personnel, materials and equipment

/100 Dollars

Unit Price Per Acre (Amount written or typed in words)

Bidder shall insert the Unit Price Per Acre in numerals and in words. Any discrepancy between the two submitted amounts shall be determined by the amount written in words.

The Unit Price Per Acre submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. The Unit Price Per Acre above shall be the final price charged to the County for work performed.

The Unit Price Per Acre offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

The County may consider award to multiple vendors, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

BID NO: 20-12

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of One Thousand Dollars (\$1,000.00), payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

BID NO: 20-12

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Unit Price Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Drug-Free Workplace Form
 - Attachment "G" – Proof of Insurance
 - Attachment "H" – Claims, Liens, Litigation History
 - Attachment "I" – References
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

**TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.**

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

(Bidder)

Sworn and subscribed to me this _____ day
of _____, 20____.

By: _____

(Title)

Notary Public:

Signature

Printed

My commission Expires: _____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

ATTACHMENT "E"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 21-12; Countywide Mitigation Conservation Area Prescribed Burning Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) : _____
Signature Print Name/Title

Signature Print Name/Title

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

St. Johns County Board of County Commissioners

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
Name of Firm

1. Publish a statement notifying employees that 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 employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, 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 Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose 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 who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

ATTACHMENT "G"

PROOF OF INSURANCE

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of "Certificate of Insurance" here)

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

ATTACHMENT "H"

CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

ATTACHMENT "I"

REFERENCES

The Bidder must provide proof of **three (3) years** of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "I" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

Any material misrepresentation, as determined by the County, shall result in disqualification.

- 1. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

- 2. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

- 3. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

4. Reference Company Name: _____

Date(s) of Service: _____

Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

5. Reference Company Name: _____

Date(s) of Service: _____

Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

6. Reference Company Name: _____

Date(s) of Service: _____

Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20__.

For
COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO.: 21-12

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

**SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)**

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

SPECIFICATIONS

LOCATION: St. Johns County Conservation Lands

SCOPE OF WORK:

The Contractor shall be required to conduct prescribed burning services on County Regional Offsite Mitigation Areas (ROMAs) including Turnbull Creek Deep Creek ROMA, Deep Creek ROMA, Moses Creek ROMA, McCullough Creek ROMA, or other County-owned conservation areas located in St. Johns County, Florida as authorized by Task Order. The Contractor shall also perform mitigation services relating to prescribed burn planning, activities, materials, equipment, and documentation relating to required burns at established intervals as directed by County staff and consistent with St. Johns River Water Management District Memorandum of Agreements (SJRWMD MOA), U.S. Army Corps of Engineers (USACE) Permits and County Land Management Plans. The intent is to have a three (3) to seven (7) year burn rotation with an uneven aged forest stand mimicking natural stand densities and based on existing conditions.

The Contractor shall be required to provide any and all equipment, personnel, transportation, supplies and supervision necessary to conduct required prescribed burning on County properties.

All services performed by the Contractor must be supervised by a Florida Certified Prescribed Burn Manager at all times. The Contractor must be able to mobilize within three (3) business days of notification by the County that the relevant conditions (weather, water tables, etc.) are appropriate to perform a burn. The County shall be responsible for determining which compartment(s) shall be burned, and when to request burn services from the Contractor.

The Contractor shall be responsible for securing the permit from the Florida Forest Service and contact all entities on the day of burn call list prior to performing the burn(s). The Contractor shall also be responsible for notifying adjacent landowners, generating the prescription for each burn, coordinating with the appropriate governmental agencies (including but not limited to SJC Fire Services, SJC Sheriff's Office, Florida Forest Service, St. Augustine Fire Service, St. Augustine Police Department, Florida Highway Patrol, Florida Department of Transportation, County Media relations Department and local print, radio and TV media), ignition, active burning, and performing mop-up.

The Contractor must install and/or rehabilitate any required fire lines in coordination with the County.

The Contractor must take due care to minimize the tree mortality .

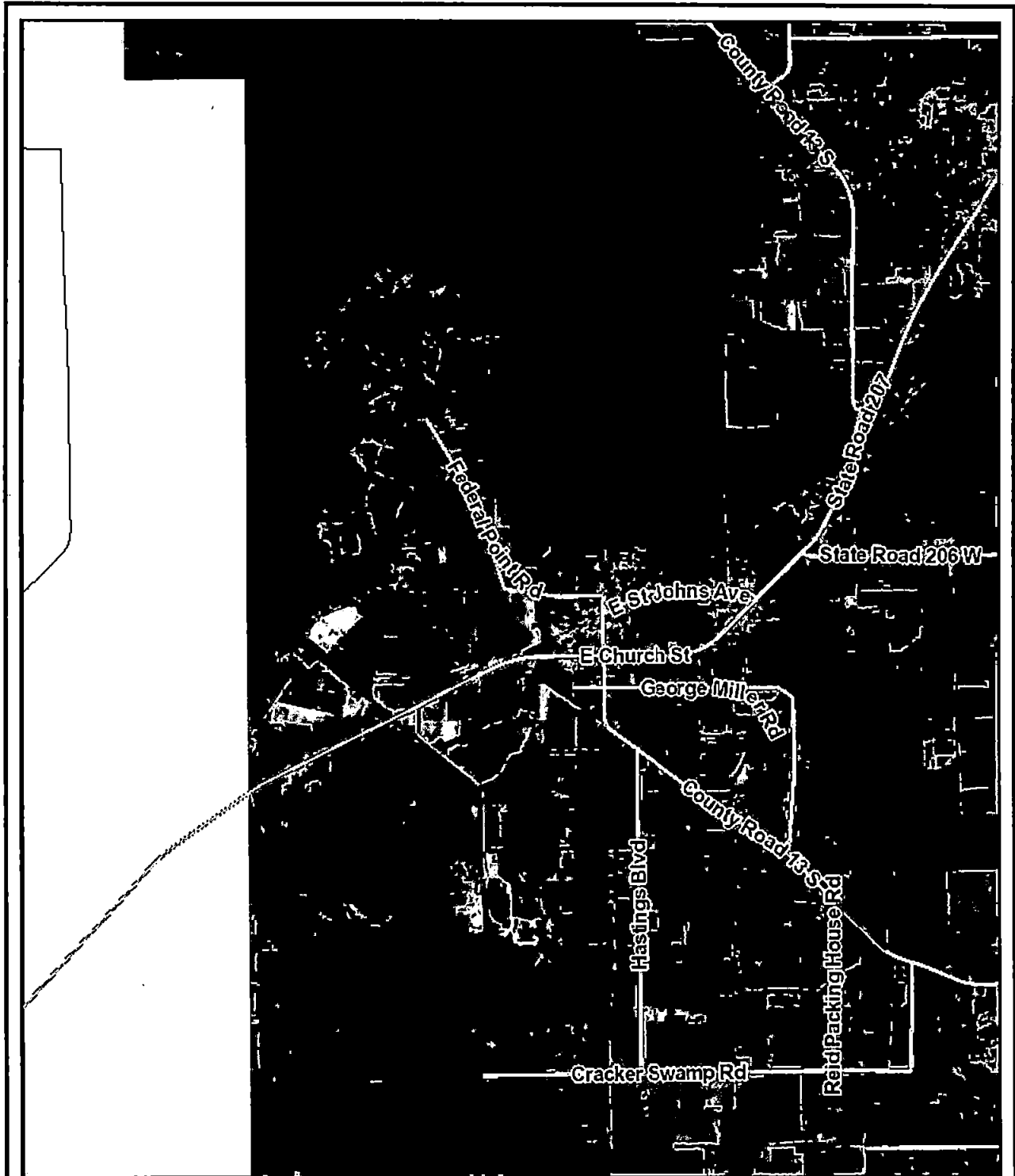
For prescribed burns, the Contractor is required to have staff certified in S-130 and S-190 Basic Wildland Fire Fighting.

Reporting:

The Contractor must provide monthly reports, at a minimum, of all services conducted within each month they are accomplished. Reports must include types and maps of locations of burn unit(s) burned vegetation removed or planted and the process used for the removal or planting. Additional maps relating to land management techniques utilized to achieve permit goals may be necessary and shall be provided by the Contractor to the County for review prior to submittal for review and approval by jurisdictional agencies and implementation. Additionally, information related to the prescribed burn should include the Florida Forest Service permit, prescription areas and acreage and post-burn report. The reports shall include photos to document any vegetation removed and the areas that were included in any prescribed burn performed during this contract.

Services also include required assessment, reporting and meeting with County and Regulatory Agency staff at the requisite sites for ongoing conservation area maintenance and follow-up inspections.

**EXHIBIT “A”
ROMA MAPS**



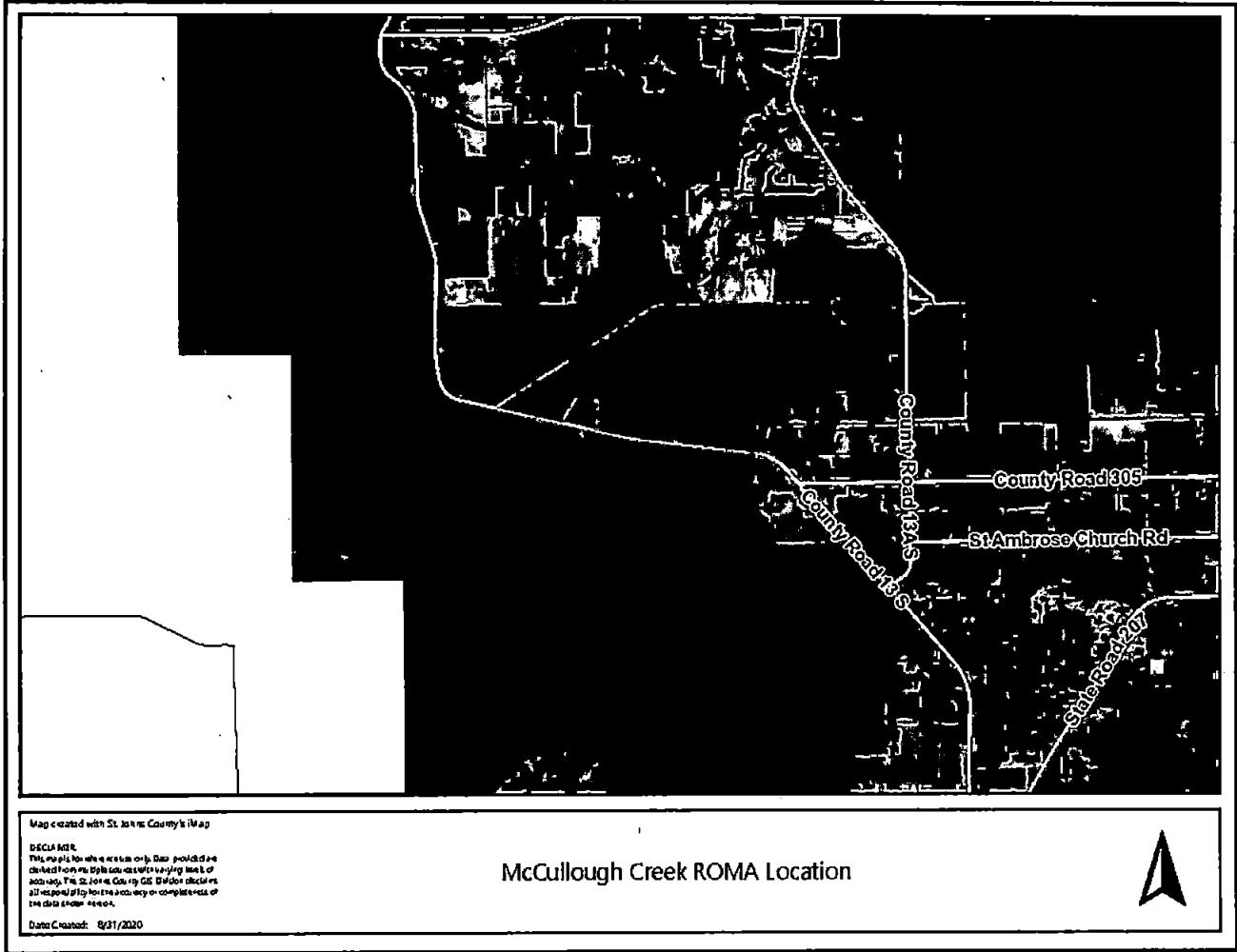
Map created with St. Johns County's IMap

DISCLAIMER
 This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown herein.

Date Created: 8/31/2020

Deep Creek ROMA





Map created with St. Johns County's iMap

DISCLAIMER
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Date Created: 9/31/2020

McCullough Creek ROMA Location





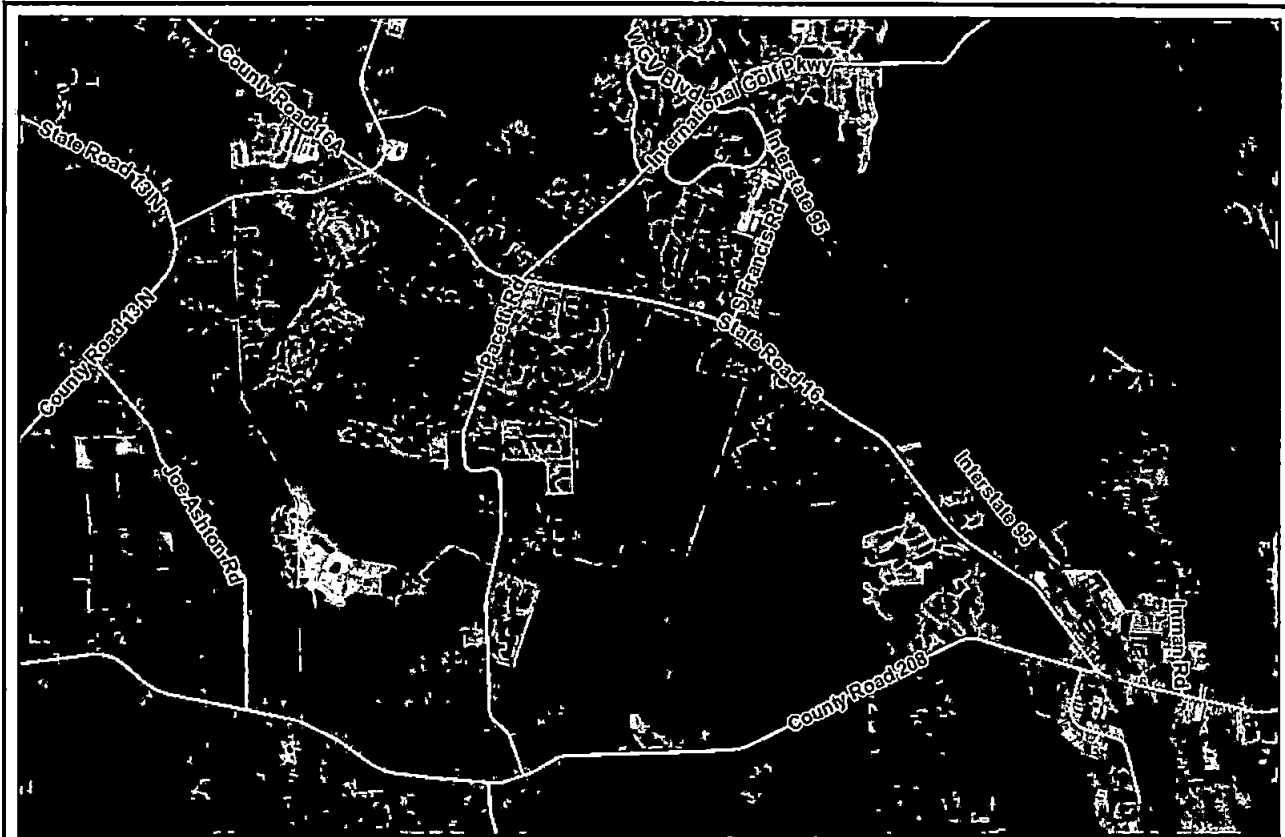
Map created with St. Johns County's iMap

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Data Created: 02/21/2020

Moses Creek ROMA Map





Map created with St. Johns County's IVaaS

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Data Created: 02/21/2020

Turnbull Creek Conservation Area




SEALED BID MAILING LABEL

BID NO: 21-12; COUNTYWIDE MITIGATION CONSERVATION AREA PRESCRIBED BURNING SERVICES

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 21-12
BID TITLE:	Countywide Mitigation Conservation Area Prescribed Burning Services
DUE DATE/TIME:	By 2:00PM – November 4, 2020
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT