

REQUEST FOR PROPOSALS

PROJECT NAME: PROPOSAL FOR ALLIGATOR HARVESTING

RFP NUMBER: 2020-003

REFER QUESTIONS TO:

JOHN FREDERICK LANG, ADMINISTRATOR

TELEPHONE: (772) 564-2797

E-MAIL: administrator@STJID-FL.com

BID OPENING DATE: NOVEMBER 3, 2020

BID OPENING TIME: 10:00 A.M.

ALL PROPOSALS MUST BE RECEIVED IN THE ADMINISTRATOR'S OFFICE LOCATED AT 905 122ND AVENUE SW, VERO BEACH, FLORIDA 32968 PRIOR TO THE DATE AND TIME SHOWN ABOVE. LATE PROPOSALS WILL BE RETURNED UNOPENED.

**Submit (1) signed original marked "Original"
and (5) copies marked "Copy" of your proposal**

St. Johns Improvement District Board of Supervisors
REQUEST FOR PROPOSAL 2020-003

Introduction

St. Johns Improvement District, Florida (the “District”), is requesting proposals from qualified firms to harvest alligators in the District. The District is composed of 28,500 acres of which 1870 acres are reservoir; 25,072 acres are privately owned, the remaining acreage are canals, rights-of-way and the flowway.

I. General Information

1. All **Questions** regarding and responses to the Request for Proposal (RFP) are to be addressed to:

John Frederick Lang, Administrator
St. Johns Improvement District
905 122nd Ave SW
Vero Beach, FL 32968

2. All responses to this RFP must be received as soon as possible, but no later than 10:00 AM on November 3rd, 2020 at the address listed in 1 above. The original plus five (5) signed copies of your proposal shall be submitted in one sealed package, clearly marked on the outside “RFP #2020-003 Alligator Harvesting Proposal.” Any responses received after the deadline will be returned to the proposer unopened. The District will not reimburse any costs incurred by the responding firms in preparing proposals in response to this request.
3. The Administrator will recommend a proposer that in his judgement best serves the needs of the District to the Board. The Committee reserves the right to reject any and all proposals submitted and to request additional information from the proposers. At the discretion of the Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
4. The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

5. **RFP Calendar:**

Week of September 1st, 2020 Request for Proposal to be advertised on District website.

November 3rd, 2020 Responses to RFP due by 10:00 A.M.

November 9th, 2020 BOARD meeting to approve firm to provide services.

6. All requirements and conditions set forth in this RFP shall be incorporated into the contract between the District and the selected firm unless otherwise specified in the contract.

II. Description of St. Johns Improvement District

St. Johns Improvement District encompasses approximately 28,500 acres of agricultural lands. It is located on the east coast of Florida, approximately 135 miles north of Miami and 100 miles east-southeast of Orlando. The District runs from SR60 in the north to the St. Lucie County line in the south and from 106th Ave to the east to the Fort Drum Marsh to the west.

III. Services Required

1. Provision of alligator harvesting for a bid amount.
2. Annual egg harvesting
3. Payable as per attached sample contract.
4. No trophy hunts allowed on SJID property.

IV. Additional Professional Services

It is the intent of the Board that the contractor respond to calls for service to support the District in the case of nuisance alligators.

V. Qualifications of the Harvester

The Firm (hereinafter "Firm") must be a Florida licensed alligator harvester with appropriate insurance as listed in the sample contract.

VI. Information to be Included in the Proposal

1. Title page showing the RFP subject, the name of the firm, address, telephone number, the name of the contact person, and the date.
2. a. A firm bid for the alligators to be harvested based on a one hundred fifteen alligators, or the state survey stipulation, whichever is less.
b. A firm minimum bid for egg harvesting based on a per viable egg harvested and an escalator based on egg pricing at the time of harvesting.
3. A statement as to whether the Firm is local, regional, or within the state.
4. The location of the office from which the work is to be performed.
5. A description of your firm's experience in providing alligator removal assistance, including the number of years of experience.

6. A listing of Florida governmental entities for which your firm is currently providing or has previously provided services within the last two years and a listing of private entities your firm has provided, or is providing, services to within the last year.
7. Proposals must include an acknowledgement of State of Florida Disclosure of Relationships / Transactions criteria as described in Chapter 112.313 and 112. Part III FSS, Florida Statutes.
8. Proposer acknowledges that they must file a private lands alligator management program submittal to Florida Fish and Wildlife Conservation Commission.

VII. Evaluation Procedures

1. The District will score responses using the criteria listed in item 2, below. Only firms meeting the mandatory criteria will have their proposals evaluated and scored.
2. The following represents the principal criteria that will be considered during the evaluation process:

Mandatory Elements

- a. The harvester and/or Firm is licensed in Florida.
- b. The Firm has no conflict of interest with regard to any other work performed by the Firm for the District.
- c. The Firm adheres to the instructions as listed in Sections V and VI in preparing and submitting the proposal.

Scoring Criteria

The decision will be primarily based on the amount bid for the harvested alligators and eggs since capability is a requirement to bid.

- 3) The District may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the District, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the District's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- 4) The Committee shall forward its recommendations in accordance with the ranking to the District Board of Supervisors, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- 5) The District Board of Supervisors possesses sole authority to award a contract for the services sought herein.

General Instructions

Sealed Submittals and Envelope Markings: All proposals shall be submitted in a sealed envelope. The outside of the envelope shall be clearly marked with the Submitter's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Submittals must be received by the Administrator at 905 122nd Ave SW, Vero Beach, FL 32968, on or before the closing hour and date listed in the Request for Proposals. Submittals received after the stated time and date will not be considered.

Submission: Submit one marked original and five (5) copies of your proposal. All proposals must be signed with the legal Firm name by an Officer or employee having authority to bind the company or firm by his / her signature.

Taxes: The District is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful vendor and will be filled out by the District.

Indemnification: The applicant shall defend, indemnify and hold harmless the District and its commissioners, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorneys' fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the vendor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Public Access: The Firm shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Firm shall keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service. The Firm shall provide the public with access to public records on the same terms and conditions that the District would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Firm shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Firm shall meet all requirements for retaining public records and transfer, at no cost, to the District, all public records in possession of the Firm upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Submitters are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public

entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Firm under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Regulations: It shall be the responsibility of the submitter to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: No oral interpretations will be made to any submitter as to the meaning of the request for proposal documents. Every request for such an interpretation shall be made in writing, addressed and forwarded to the District (administrator@STJID-FL.com) ten (10) or more days before the date fixed for opening of the proposals. The District shall not be responsible for oral interpretations given by any District employee. Every interpretation made to submitters will be in the form of an Addendum, which if issued, will be sent promptly as is practical to all persons to whom RFP documents have been issued. All such Addenda shall become part of the RFP documents. Further, it shall be the responsibility of each submitter, prior to submitting their response, to contact the District at 772-564-2797 to determine if addenda were issued and to make such addenda a part of their submittal.

Applicable Law and Venue: This Order and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this Order.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the District shall disclose any relationship that may exist between the contracting entity and a District Board Member or a District Employee. The relationship with a District Board Member or a District Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a District approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Cancellation: It is the intention of the District to provide material and / obtain services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the District shall be reason for termination of the award.

Errors: When an error is made in the extension of generating total prices or in any other process of completing the proposal, the original unit prices submitted will govern. Carelessness in quoting prices, or in preparation of the proposal otherwise, will not relieve the proposer.

Right to Protest: Any actual or prospective Proposer who is aggrieved in connection with the solicitation or proposed award of a contract may protest to the Administrator. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved person knows or should have known the facts arising thereto. If the protest is not resolved by mutual agreement, the Administrator shall promptly issue a decision in writing, after consulting the Office of the District Attorney.

Awards: The District reserves the right to cancel the solicitation, reject any and all proposals or waive any irregularity or technicality in submittals received. The District reserves the right to not make any award(s) under this solicitation.

Termination by the District: The District reserves the right to terminate a contract by giving thirty (30) days' notice, in writing, of the intention to terminate, if at any time the Contractor fails to abide by or fulfill any of the terms and conditions of the contract. The District also reserves the right to terminate this contract for convenience of the District and / or with or without cause.

Compliance with Laws and Regulations: Submitter agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

The District reserves the right to accept or reject any or all proposals in whole or in part and waive all or any technicality or irregularity without notice.