

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

REQUEST FOR PROPOSALS NO. 17/18-001 AO

CATTLE LEASE – STEINHATCHEE SPRINGS TRACT

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Suwannee River Water Management District
9225 CR 49
Live Oak, FL 32060
386.362.1001
386.362.1056 (Fax)
800.226.1066 (Florida only)
www.mysuwanneeriver.com

SECTION 1 - INTRODUCTION

The Suwannee River Water Management District (District) is requesting Proposals for a cattle grazing lease on District lands. A portion of the Steinhatchee Springs Tract in Lafayette County, Florida, has been identified as suitable cattle grazing area. The area is located in portions of Sections 7, 8, 17, 18, 19, 20 and 30, Township 7 South, Range 11 East; and portions of Sections 12, 13 and 24, Township 7 South, Range 10 East. The area is approximately 2,700 acres and is comprised of approximately 1,600 acres of forested and forest regenerating uplands with 1,100 acres of wetlands and sloughs.

Attached are a Proposal Response Form and maps. Please review all of the conditions in the enclosed Request for Proposals (RFP) and inspect the lease area prior to submitting the Proposal. The length of the contract will be five years with three optional five year extensions. The Proposer (also referred to as Respondent) does not have to lease the entire 2,700 acres but can propose alternative lease acreage within the 2,700 acres.

The subject property can be reviewed at the bidder’s convenience. The property is open to the public during daytime hours (all gates should be open). If you need assistance locating the property, or gates are closed please contact the District.

SECTION 2 - PROPOSED SCHEDULE

October 13, 2017	Release of Request for Proposal (RFP)
November 1, 2017	Proposals due prior to 1:30 p.m. Opening will occur at this time.*
November 8, 2017	RFP Selection Team Meeting at 3:30 p.m.*
November 14, 2017	Request for Governing Board authorization of Lease.*

* Denotes a public meeting.

SECTION 3 - INSTRUCTIONS TO REQUEST FOR PROPOSAL

Delivery of Proposal: One original and three (3) copies of the Proposal Response Form and all other relevant documents addressing experience should be sent in one envelope to:

Pennie Flickinger, Business Resource Specialist III
Suwannee River Water Management District
9225 County Road 49
Live Oak, Florida 32060 Phone: 386.362.1001

Proposals are due at the above address by 1:30 p.m. on November 1, 2017. Proposals received after this time, for any reason, will be rejected. Proposals that are mailed in should be sent for delivery the day prior to due date. No common carrier guarantees next day delivery to District headquarters.

FAX or email transmittals will not be accepted.

All responses shall be submitted in sealed envelopes with the following clearly marked in large, bold and/or colored lettering.

RFP No. 17/18-001 AO
Steinhatchee Springs Livestock Lease
Request for Proposal Opening November, 2017
1:30 p.m.

Responses delivered in an envelope not properly marked with the RFP number and opening date and time that are inadvertently opened by District personnel will not be considered. The proposals shall be hand-delivered or mailed, preferably by registered mail. **Omission of any required information will deem the request for proposal package as non-responsive.**

Additional Information: Additional proposal packages may be obtained by logging on to [www.srwmd.state.fl.us/request for proposals.aspx](http://www.srwmd.state.fl.us/request%20for%20proposals.aspx) or by contacting Pennie Flickinger, Business Resource Specialist, at 386.362.1001 or 800.226.1066.

SECTION 4 – KEY POINTS

Lessee Management Requirements: Proposers must provide comprehensive details on Lessee qualifications, request for proposal options, planned activities, proposed lease area maps with approximate acreage, a draft management plan with timelines, a draft Lease Agreement, proposed District management responsibilities as they relate to this Lease, and incentives the Lessee can provide to the District under the proposed Lease. Below are the minimum requirements for the Lease:

Lessee is required to”:

- construct perimeter fencing during the first year of the agreement,
- install cattle guards during the first year of the agreement,
- install gates during the first year of the agreement,
- maintain all lease facilities (fencing, gates, cattle guards, etc.) in good working order,
- repair any damages to District facilities caused by cattle, Lessee or Lessee contractor,
- follow all applicable Best Management Practices (Agricultural or Silviculture),
- maintain public access to Leased acreages,
- manage or restrict cattle access during District management activities (e.g. prescribed fire, timber harvest, road maintenance, etc.),
- use cross fencing or other fencing to protect waterbodies and wetlands,
- remove cattle and equipment before major flooding events,
- maintain and, if necessary, establish 30 foot wide vegetative buffer strips around waterbodies and wetlands,
- follow all animal husbandry principles and practices applicable to livestock production,
- manage cattle distribution to reduce any concentrated accumulation of waste, and
- use the grazing area properly and efficiently.

Public Access: The lease area will remain open to the public. This includes allowing the public to pass through the lease to gain access to other District lands, allowing the Florida Fish and Wildlife Conservation Commission to maintain a Wildlife Management Area within the lease area, and allowing other forms of passive recreation within the lease.

Exotic Plant Management: The Lessee will be responsible for exotic plant management if an infestation occurs in the grazing area. District staff is unaware of known infestations of invasive plants on the grazing area at this time except for the occasional presence of bahia grass and other pasture grasses.

If invasive plants, excluding existing pasture grasses, are found during the Term, Lessee will treat infested areas at a minimum of two (2) times annually with a goal of preventing the spread of the invasive plant and complete eradication of the invasive plant. The Lessee will be required to provide species, location and acreages for treatment. Copies of product labels and manufacturers' MSDS sheets will need to be given to District prior to treatment applications. Lessee is not responsible for treating or removing bahia grass and other pasture grasses which may be currently present.

Grazing Management: The cow/calf units will be no more than one (1) cow/calf per fifteen (15) acres within the proposed grazing area. Due to the proximity of the Lease area to streams, rivers, and other waterbodies, fertilizers or pesticides will not be an acceptable form of management. Lessee may not intentionally seed, plant, fertilize, or promote the spread of bahia grass or other pasture grasses. Rotational grazing practices will be required to give concentrated areas time for re-growth between grazing periods. Stocking rates may be reviewed by the District and adjusted each year prior to payments being made.

Management Activities: The District currently conducts various management activities in the grazing area. Proposers are encouraged, but not required, to offset District management costs by taking responsibility for specific management activities. These incentives will be taken into account during the selection process. The cost of the proposed incentives will be at the sole expense of the Lessee. District activities within the proposed grazing area include timber harvests, longleaf or slash pine tree planting, prescribed fire including fireline maintenance, and road maintenance for public access. This list is not exhaustive, and the Proposer is welcomed to provide other incentives that may benefit the District. Details of those incentives must be provided in the response.

- Timber Management: All timber harvest activities will continue to be managed by the District. As a management incentive, if future longleaf or slash pine plantings (existing natural communities will determine tree species) are required by the District, the Lessee may enter into a contract with the District to replant specific natural communities within the grazing area to promote District goals. Any and all damages to timber or District planted pine seedlings as a result of the Lease will be at the sole expense of the Lessee.
- Prescribed Burning: As a management incentive, the Lessee may take responsibility for prescribed burning within the grazing area. If chosen by the Proposer, the District requires that, prior to ignition of any burns, the Lessee must obtain written authorization from the Florida Forest Service of the Department of Agriculture and Consumer Services and the County, if applicable. All prescribed fires on District land must be managed by a Florida Certified Prescribed Burn Manager with a current Florida certification number. The Lessee will notify the District 72 hours prior to the planned burn. By 5:00 PM one day prior to ignition or by 9:00 AM the day of the burn, the Burn Manager responsible for conducting the burn will notify the District by **e-mail** indicating the location of the burn. The District may grant or refuse permission for a prescribed burn at its sole discretion.

Lessee will be responsible for, at Lessee's sole cost and expense, planning and conducting prescribed burns on all parts of the grazing area which are burnable uplands. The current burnable uplands are on a 2-3-year burn rotation with exception to a few areas of newly planted slash pine stands. Rotations may be modified depending on the natural community, other vegetative control activities or weather. The maximum burn rotation will not exceed one burn every two years.

Fireline maintenance will follow procedures listed in the most current addition of the Silviculture

Best Management Practices (BMP's) manual developed by the Florida Department of Agriculture and Consumer Services, Florida Forest Service (FFS). New firelines must be approved by the District prior to installation. If a fire plow is used to install a fireline, or control an escaped or out of prescription fire, the plowed lines must be reworked to a flat line then abandoned.

The District reserves the right to conduct its own burning on all fee-title properties. In such event, the District will provide the Lessee not less than thirty (30) days written notice of the intent to conduct any prescribed burns on the grazing area and the reason for the burns. It will be the responsibility of the Lessee to move or protect any cattle or other improvements from the proposed burn.

- Road Maintenance: As a management incentive, the Lessee may take responsibility for road maintenance within the grazing area. Lessee will be responsible for, at the lessee's sole cost and expense, planning and completing road maintenance on public and secondary roads that pass through the grazing area. Lessee will ensure public and secondary roads remain open and safe for street legal vehicles unless otherwise closed by the District for any reason. Roads designed as public roads will be maintained for sedans and other cars. Most of the roads on the Steinhatchee Springs Tract are maintained by capping or patching the road surface with lime rock (road base materials). Grading may be performed on roads that do not have significant grass cover.

All roads within the grazing area, including roads designated as administrative, must be mowed a minimum of two (2) times during growing season and once during the dormant season. Mowed grass heights should be no more than 6" within the road right-of-way (ditch to ditch). At times tree limbs and brush will need to be pruned out of the road right-of-way. Fallen trees will need to be removed from the road right-of-way. Road maintenance also includes the maintenance or replacement of low water crossings and culverts as needed.

The District reserves the right to complete road maintenance activities as needed. In such event, the District will provide the Lessee not less than thirty (30) days written notice of the intent to conduct road maintenance activities on the grazing area. It will be the responsibility of the Lessee to move or protect any cattle or other improvements.

Rejection of Responses: The District reserves the right to reject any and all proposals submitted in response to District's Request for Proposal. District also reserves the right to waive any minor deviations in an otherwise valid proposal.

Tie Responses: In cases of a tie, the successful proposal will be determined by a random drawing.

Qualifications of Proposers: The minimum requirements necessary to meet the qualifications for this contract are as follows:

- a) Have five (5) years' experience with similar cattle leases (Project experience must be by the individual(s), firm, or project manager(s) assigned to the lease) Proposers shall include information which clearly demonstrates their experience and ability to meet this requirement.
- b) Proposers are required to submit the names, addresses, and telephone numbers for last two (2) previous clients from whom the Proposer has purchased similar leases. The District will verify these references to satisfy themselves of the Proposer's ability to maintain the lease described herein in a satisfactory manner. References which cannot be verified or indicate unsatisfactory performance may result in disqualification of that proposal. In addition, past performance with this District will also

constitute a reference and may be used by the District. Unsatisfactory past performance with the District may result in rejection of Proposal.

Disqualification of Proposers: Any of the following causes shall be considered as sufficient grounds for the disqualification of a Proposer and the rejection of his proposal:

- a) Submission of more than one proposal for the same work by an individual, firm, partnership or corporation under the same or different names,
- b) Evidence of collusion among Proposers,
- c) Proposals that do not contain Lessee qualifications, proposal options, planned activities, proposed lease area maps with approximate acreage, a draft management plan with timelines, a draft Lease Agreement, proposed District management responsibilities as they relate to this Lease, and incentives the Lessee can be provided to the District under the proposed Lease which the Proposer is committed by contract, which, in the judgment of District, might hinder or prevent the prompt completion of work under this contract if awarded to Proposer,
- d) Being in arrears on any of his existing contracts or leases with District or in litigation with District or having defaulted on a previous contract or leases with District, or
- e) Any other cause which, in District's judgment and discretion, is sufficient to justify disqualification of a Proposer or the rejection of the Proposal.

If items 'c' or 'd' above are considered to be applicable to any prospective Proposer by District prior to the issuance of proposal documents, the prospective Proposer will be notified and will not be allowed to pick up proposal documents or submit a proposal for the work. If a proposal is submitted, District will notify the prospective Proposer, and the proposal will not be opened.

Evaluation of Proposals:

The District intends to Lease with one individual, firm, partnership or corporation. Responses shall include information or documentation regarding Lease and will be evaluated using the following evaluation criteria:

Criteria	Weight	Score	Total
1. Respondent who provides the most comprehensive proposal as it relates to the request for proposal options, planned activities, proposed lease area maps with approximate acreage, a draft management plan with timelines, and a draft Lease Agreement. (Score 1-10)	30%		
2. Respondent's past experience and performance on comparable leases. (Score 1-10)	10%		
3. Management Activities – The responsive and responsible Respondent who offsets District management costs the most by taking responsibility for ongoing management activities. (Score 1-10)	30%		
4. Lease Payment - The responsive and responsible Respondent whose proposed lease payment is the highest will be scored highest and next lowest sequentially thereafter. (Score 1-10)	30%		
TOTAL	100%		

The following scale will be used to evaluate each proposal, with an Evaluation Rating Scale of 1-10: more than adequate: 8-10; adequate: 5-7; less than adequate: 1-4; not covered in proposal: 0.

At the Selection Team Meeting, which is a public meeting, each member will list the three (3) highest ranked firms. The firm ranked as number one will receive three (3) points. The firm ranked number two (2) will receive two (2) points. The firm ranked number three (3) will receive one (1) point. The individual rankings of each of the Selection Team members will be added up to produce a corporate score. The highest possible corporate score is nine (9). The three (3) firms receiving the highest corporate scores will constitute the short list for the purpose of commencing negotiation of a contract.

Challenge of Solicitation Process: If a potential Proposer protests any provisions of this RFP, a notice of intent to protest shall be filed with the District in writing within 72 hours after the posting of the RFP on the District's website. **"Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes shall constitute a waiver of proceedings under Chapter 120 of Florida Statutes."**

Challenge of District's Intent to Award Contract: If a Proposer intends to protest District's intent to award contract, the notice of intent to protest must be filed in writing within 72 hours after posting of a notice of intent to award contract, and the Proposer shall file a formal written protest within ten (10) days after filing of notice of intent to protest. Any Proposer who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code, and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest a bond pursuant to Section 287.042(2) (c), Florida Statutes (2013).

Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. More specifically, **"Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes shall constitute a waiver of proceedings under Chapter 120 of Florida Statutes."**

Americans with Disabilities Act: The District does not discriminate upon the basis of any individual's disability status. This nondiscrimination policy involves every aspect of the District's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact Gwen Lord, Senior Procurement Specialist, at 386.647.3164 or 800.226.1066 (Florida only). The District's fax number is 386.362.1056.

Minority Business Enterprises: The District recognizes fair and open competition as a basic tenet of public procurement. Proposers doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age, or sex. The District encourages participation by minority business enterprises. Whenever two or more service providers are ranked equally, a minority business enterprise shall be given preference in the award process.

Veteran's Preference: In the absence of minority business enterprise, whenever two or more service providers are ranked equally by the Selection Committee, a veteran-owned business enterprise shall be given preference in the award process.

Drug Free Workplace Act: The selected Proposer(s) shall certify that it has established a drug free workplace.

Public Entity Crime: Section 287.133(2)(a), Florida Statutes, states “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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

Insurance Requirements: If awarded, Proposers shall represent and guarantee that all employees, agents, servants or representatives of the Proposer, and all employees, agents, servants, or representatives of subcontractors are covered by workers' compensation insurance. Prior to entering into contract with the District, Proposer agrees to furnish the District certificates of insurance on all insurance, naming District as additional insured for items 2 and 3 below, providing evidence that Proposer has in full force and effect the following minimum insurance with insurers authorized to do business in the State of Florida:

- 1) Workers' compensation insurance as required above;
- 2) Motor vehicular liability insurance with limits of not less than \$1,000,000 combined single limit which insurance shall be applicable to any and all vehicles utilized by Proposer to provide the services requested by District;
- 3) General liability insurance for all services rendered by Proposer for the requested services with a minimum of \$1,000,000 personal and advertising injury and \$1,000,000 general aggregate.

The certificate of insurance shall also provide that District shall be notified in writing by the carrier at least 30 days prior to any cancellation of said insurance.

Renewal of Contract: The length of the contract will be five years with three optional five year extensions.

Execution of Contracts: Two copies of the contract will be provided to the selected Proposer after approval by the Executive Director or Governing Board. The Proposer, within ten (10) days of the date of receipt, shall execute and return both copies of the contract to District, along with the following:

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

The above documents must be furnished, executed and delivered, before the contract will be executed by District. The contract shall not be binding upon District until it has been executed by District and fully executed contract is delivered to Contractor. District reserves the right to cancel the award without liability and at any time before the contract has been fully executed by all parties and delivered to Contractor.

Failure to Execute Contract: Failure upon the part of the Proposer to whom the contract has been awarded to execute and deliver the contract, and to furnish the evidence required in "Execution of Contracts" "a – d" above, within ten (10) days after the date of award shall be just cause, if District so elects, for the annulment of the award.

Notice and Services Thereof: All notices given by District, under the provisions of this contract, shall be in writing, and service of same may be in either of the following manners:

- a) By delivery of such notice to the Proposer or to any office of the Proposer if said Proposer be a corporation, or to any agent of the Proposer.
- b) By mailing such notice by United States mail to the address of the Proposer shown on the Proposer's proposal.

District shall not accept as filed any electronically transmitted facsimile pleadings, petitions, notice of protests or other documents.

Florida Sales Tax: The attention of all prospective Proposers is directed to the fact that District is exempt from payment of State of Florida sales tax pursuant to section 212.08(6), Florida Statute. The tangible personal property that is the subject of this contract is intended to remain tangible personal property and not become a part of public works owned by the District.

Time of Completion: Each Proposer agrees that the time of completion is of the essence and further agrees that if awarded the contract, he shall proceed with the specified work in accordance with the approved schedule

**SECTION 5 - REQUEST FOR PROPOSAL RESPONSE FORM
CATTLE LEASE - STEINHATCHEE SPRINGS TRACT**

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the Lease, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal and that the Proposer is in compliance with all requirements of the Request for Proposals.

Company Name & Federal Employer's Identification Number (FEID)

Owner/Principle

Address

City, State, Zip Code

Telephone Number

Email Address

Annual Lease Payment _____

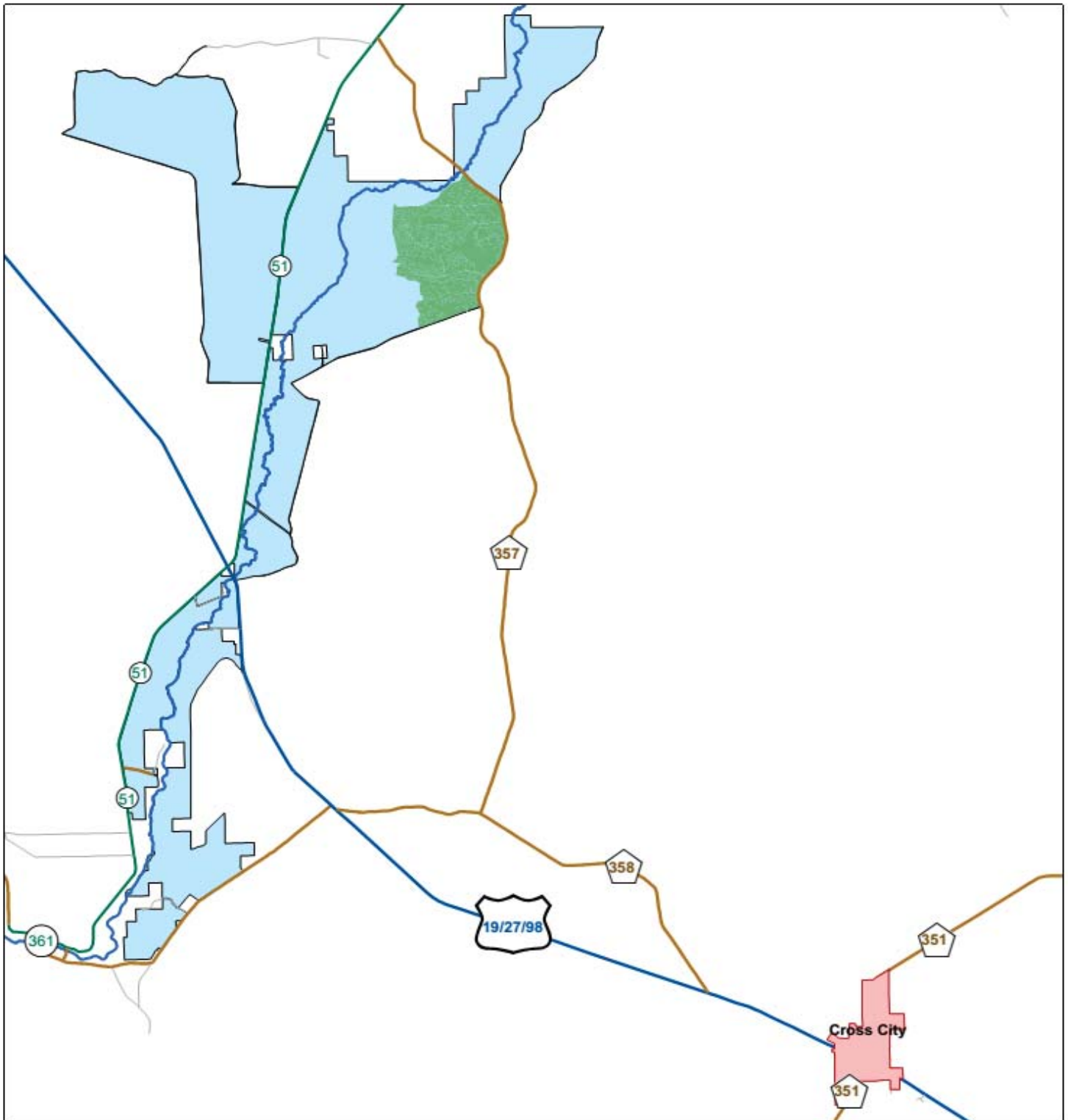
Management Activities responsibility to be assumed for the following:

- Timber management
- Prescribe burning
- Road maintenance


Signature: _____

SECTION 6 – REQUEST FOR PROPOSAL MAPS

Exhibit A




Livestock Grazing Lease Location Map

 District Property	Highways	 INTERSTATE
 Lease Area	 US HWY	 STATE HWY
 City Boundary	 COUNTY ROAD	 LOCAL ROAD
 Steinhatchee River		

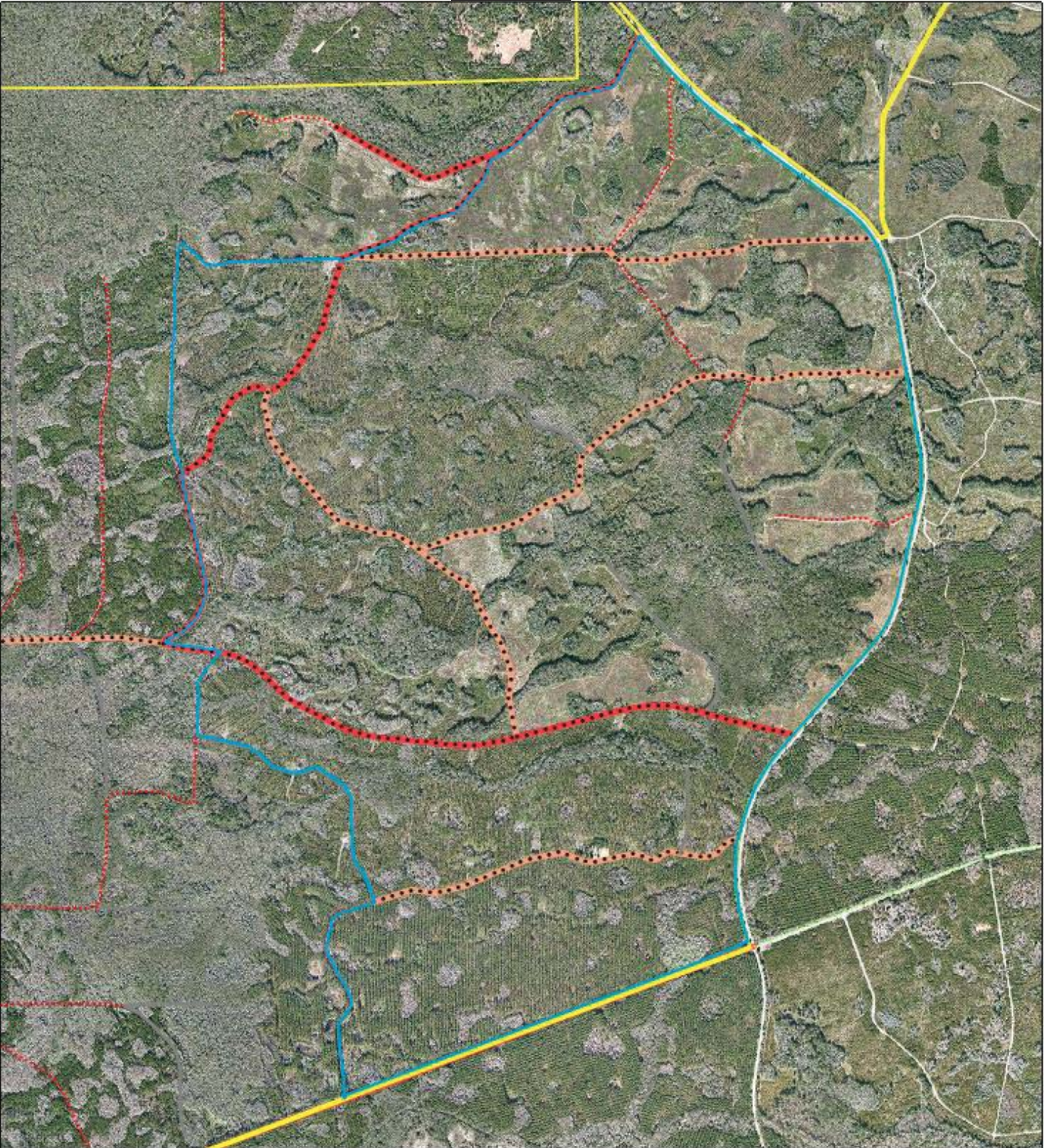




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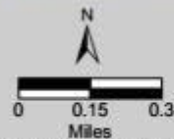
Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.
 Map Created on 10/9/2014



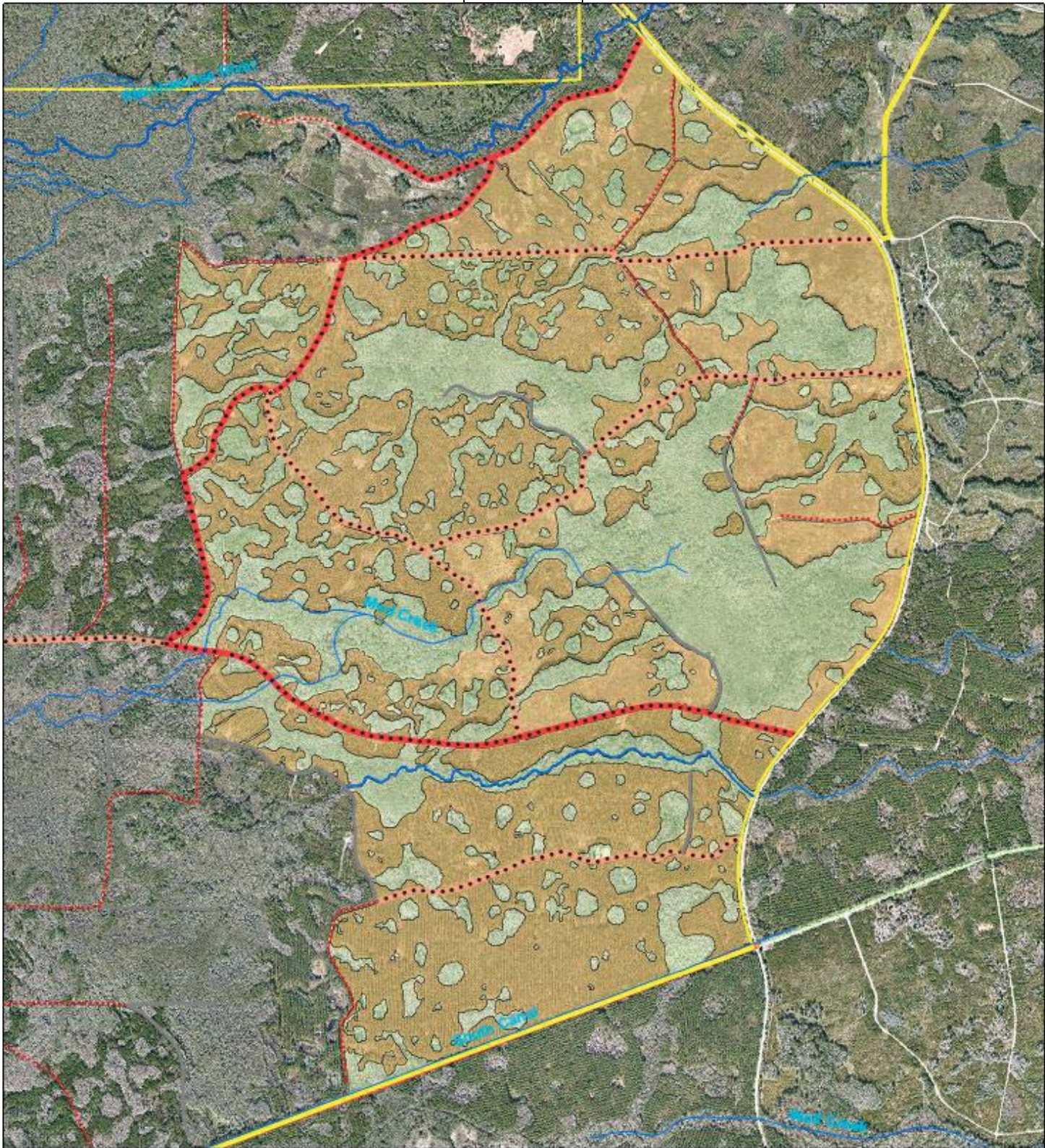
- District Property
- Lease Area

- District Roads**
- Abandoned Rd
 - Admin Rd
 - Public Rd
 - Secondary Rd

Livestock Grazing Lease Lease Area with Aerial



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.
Map Created on 10/9/2014



Livestock Grazing Lease Uplands and Wetlands

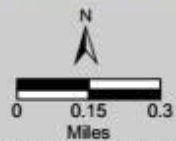
District Property

Lease Area

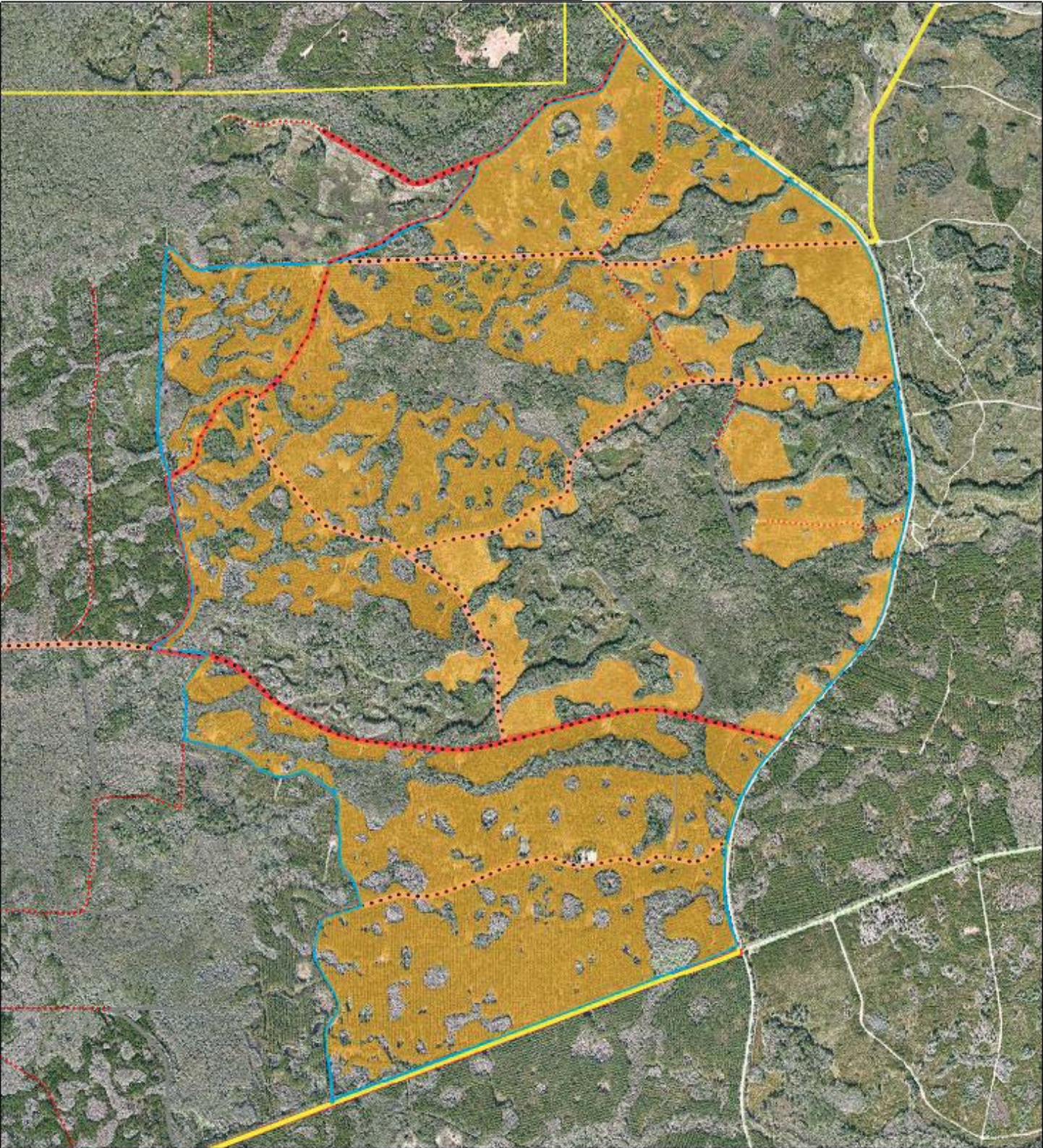
- Uplands
- Wetlands
- Rivers
- Streams

District Roads

- Abandoned Rd
- Admin Rd
- Public Rd
- Secondary Rd



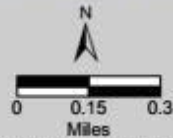
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Map Created on 10/9/2014



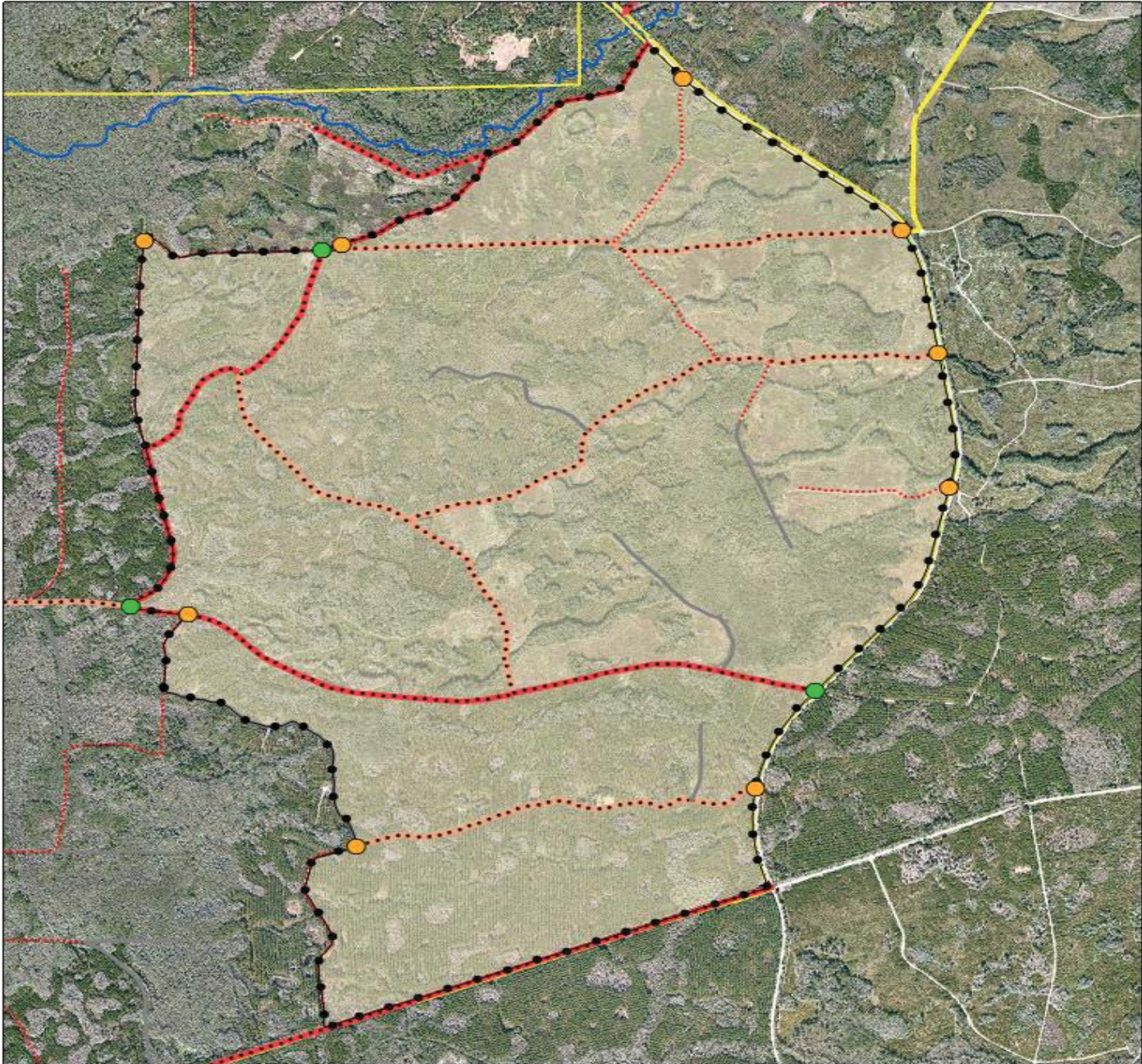
Livestock Grazing Lease Prescribed Burn Areas

- District Property
- Lease Area
- Prescribed Burn Areas

- District Roads**
- Abandoned Rd
 - Admin Rd
 - Public Rd
 - Secondary Rd



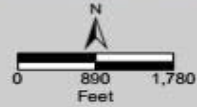
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Map Created on 10/9/2014



Livestock Grazing Lease Fencing, Gate, and Cattle Guard Map

- District Property
- Lease Area
- Fencing
- Gates
- Cattle Guards
- Steinhatchee River

- District Roads**
- Abandoned Rd
 - Admin Rd
 - Public Rd
 - Secondary Rd



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Map Created on 4/10/2015

