



INVITATION TO BID (ITB)

TREE HARVESTING AT VARIOUS COUNTY LOCATIONS

ITB Number:	<u>11-0808</u>	Contracting Officer:	<u>Roseann Johnson</u>
Bid Due Date:	<u>November 17, 2010</u>	Pre-Bid Conf. Date:	<u>See provision 1.4</u>
Bid Due Time:	<u>3:00pm</u>	ITB Issue Date:	<u>November 3, 2010</u>

TABLE OF CONTENTS	
SECTION 1: Special Terms and Conditions	Pages 2-9
SECTION 2: Statement of Work	Page 10
SECTION 3: General Terms and Conditions	Pages 11-14
SECTION 4: Pricing/Certifications/Signatures	Pages 15-17
SECTION 5: Attachments	Pages 18-32

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	See provision 1.6 and attached Agreement in Section 5
Indemnification/Insurance:	See attached Agreement in Section 5
Pre-Bid Conference/Walk-Thru:	See provision 1.4

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for tree harvesting services involving revenue to the County at two specific locations within the County as described in the attached Agreement for such services. The scope of work may include, at the option of the County, additional sites that can be serviced within the time frame and at the pricing levels associated with the two sites initially and specifically identified by the County.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid due date.

Roseann Johnson, CPM, CPPB, Senior Contracting Officer
Lake County BCC
Procurement Services Office
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Procurement Services office.

Section 1.3: Method of Award - To a Single Vendor in the Aggregate

Award of this contract will be made to the responsive, responsible vendor which submits an offer on all items listed in the solicitation and which represents the best revenue to the County when all items are considered in the aggregate. If a vendor fails to submit an offer on all items, its overall offer will be rejected. The County will award the total contract to a single vendor.

Section 1.4: Examination of Site (Mandatory)

Prior to submitting its offer, the vendor is required to visit the site of the proposed work and to become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The vendor is also required to examine carefully the drawings and specifications and be thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions. Receipt of a bid response from a bidder will serve as confirmation to the County that the bidder has inspected the site and shall present no claim arising from site conditions.

Section 1.5: Term of Contract - Upon Acceptance of Goods or Completion of Services

The performance period under this contract shall commence upon the date of the purchase order or related Notice To Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by the County's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

Section 1.6: Option to Renew

Not applicable to this solicitation

Section 1.7: Method of Payment

As specified in attached Agreement

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000

Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$500,000 and annual aggregate of \$1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor’s requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Completion/Delivery

As specified in attached Agreement

Section 1.11: Acceptance of Goods or Services

As specified in attached Agreement

Section 1.12: Warranty

Not applicable to this solicitation

Section 1.13: Delivery and Completion of Solicitation Response**Section 1.13.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Procurement Services office.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.2: Completion Requirements for Invitation to Bid

One (1) signed original bid and two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Procurement Services office no later than the official

bid due date and time. Any bid received after this time will **not** be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents to include references and evidence of insurability.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation (see Section 5 –Attachments).
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14 Accident Prevention and Barricades

Precautions shall be exercised at all times for the protection of persons and property. All vendors performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

Section 1.15: Additional Sites May be Added

Although this solicitation and resultant contract identifies specific locations/ sites to be serviced, it is hereby agreed and understood that any County department or agency facility may be added

to this contract at the option of the County, and at the pricing and timeframe stated in the attached Agreement for the initially specified sites to be serviced. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional sites from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.16: Certificate of Competency/Licensure, Permits, and Fees

As specified in attached Agreement

Section 1.17: Clean-Up

As specified in attached Agreement

Section 1.18: Competency of Vendors and Associated Subcontractors

The County may elect to conduct a pre-award inspection of the vendor's facility during the offer evaluation process. Offers will be considered only from firms which are regularly engaged in the business of providing or distributing the goods and/or performing the services as described in the solicitation, and who can produce evidence of a consistent satisfactory record of performance. Vendors must demonstrate that they have sufficient financial support and organization to ensure that they can satisfactorily execute the contract if awarded under the terms and conditions herein stated. In the event that the vendor intends to sub-contract any part of its work to another vendor, or will obtain the goods specifically offered under this contract from another source of supply; the vendor may be required to verify the competency of its subcontractor or supplier. The County reserves the right, before awarding the contract, to require a vendor to submit such evidence of its qualifications and the qualifications of its subcontractor as it may deem necessary. The County may consider any evidence available to it of the financial, technical and other qualifications and abilities of any vendor responding hereunder, including past performance with the County, in determining vendor responsibility for the purposes of selecting a vendor for contract award.

Section 1.19: Compliance with Federal Standards

As specified in attached Agreement

Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

Section 1.21: Minimum Wages

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

Section 1.22: Protection of Property

As specified in attached Agreement

Section 1.23: Risk of Loss

As specified in attached Agreement

SCOPE OF SERVICES

Perform tree harvesting services as defined in the attached agreement at the sites specifically identified within that agreement. The scope of work may be amended to include, at the option of the County, additional sites that can be serviced within the time frame and at the pricing levels associated with the two sites initially and specifically identified by the County.

Prices are to include all charges including any labor costs.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words “shall”, “must”, or “will” are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County’s sole discretion, the deficient response is not in substantial accord with this ITB’s mandatory requirements. The words “should” or “may” are equivalent in this ITB and indicate very desirable conditions or requirements, but are permissive in nature.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may

not be awarded or perform 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 Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder’s facsimile number.

The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt of all addenda and any accompanying documentation. The bidder is required to submit with its bid a signed “Acknowledgment of Addenda” form when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award.

D. Contents of Solicitation and Bidders’ Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Bids

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid due date and time.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

- A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.5 AWARD

- A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as a prime contractor or

subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.

- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.

3.6 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the

prior consent of the County may result in termination of the contract for default.

3.14 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.15 DELIVERY

Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.17 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.18 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.19 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.20 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.22 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.26 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the

interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.27 INCURRED EXPENSES

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control

of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.36 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: Tree Harvesting at Various County Locations

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this ITB:</p> <p style="text-align: center;">Addendum #1, Dated: _____</p> <p style="text-align: center;">Addendum #2, Dated: _____</p> <p style="text-align: center;">Addendum #3, Dated: _____</p> <p style="text-align: center;">Addendum #4, Dated: _____</p>
Part II:
<p><input type="checkbox"/> No Addendum was received in connection with this ITB.</p>

PRICING SECTION**NORTHEAST LAKE COUNTY SCRUB SITE (Site I)****AND****SOUTH PINE LAKES PROPERTIES (Site II)**

The Purchaser agrees to pay County by the following schedule for trees removed from **Site I** on a per ton basis: (dbh=diameter at breast height, 4.5' from ground; dib=diameter inside bark; butts=diameter at the ground line).

ITEM	NAME	DESCRIPTION	PRICE PER TON
1	Hardwood Pulpwood	4" dbh and up to a 2.5" top	\$
2	Pine Pulpwood	4" dbh and up to a 2.5" top	\$
3	Pine B Chip-N-Saw	no min. butt size, 5" dib tops, 21' min. length.	\$
4	Pine A Chip-N-Saw	min. 9" dib butts, 5" dib tops, 25' min. length.	\$
5	Pine Saw timber	min. 10" dib butts, 6" dib tops, 25' min. length.	\$
6	Pine Ply logs	min. 13" dib butts, 8" dib tops, 25' min. length.	\$
7	Pine Poles	min. 11.2" dbh at 6', 8" dib tops, 37' min. length.	\$

The Purchaser agrees to pay County by the following schedule for trees removed from **Site II** on a per ton basis: (dbh=diameter at breast height, 4.5' from ground; dib=diameter inside bark; butts=diameter at the ground line).

ITEM	NAME	DESCRIPTION	PRICE PER TON
1	Hardwood Pulpwood	4" dbh and up to a 2.5" top	\$
2	Pine Pulpwood	4" dbh and up to a 2.5" top	\$
3	Pine B Chip-N-Saw	no min. butt size, 5" dib tops, 21' min. length.	\$
4	Pine A Chip-N-Saw	min. 9" dib butts, 5" dib tops, 25' min. length.	\$
5	Pine Saw timber	min. 10" dib butts, 6" dib tops, 25' min. length.	\$
6	Pine Ply logs	min. 13" dib butts, 8" dib tops, 25' min. length.	\$
7	Pine Poles	min. 11.2" dbh at 6', 8" dib tops, 37' min. length.	\$

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment through the County’s VISA- based electronic payment system: Yes No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes No (Check one)

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:	
Firm Name: _____	
Street Address: _____	
Mailing Address (if different): _____	
Telephone No.: _____	Fax No.: _____ E-mail: _____
FEIN No. _____ - _____	Prompt Payment Terms: _____ % _____ days, net _____
Signature: _____	Date: _____
Print Name: _____	Title: _____
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input type="checkbox"/> Sole vendor	<input type="checkbox"/> Multiple Award vendor (unit price basis)
<input type="checkbox"/> Multiple Award vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official: _____	Date: _____
Printed name: _____	Title: _____
Purchase Order Number assigned to this contract for billing purposes: _____	

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

Attachment 2: Proposed Agreement

Attachment 3: Maps

**ATTACHMENT ONE
WORK REFERENCES**

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

ATTACHMENT TWO: PROPOSED AGREEMENT

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND _____
FOR HARVESTING TIMBER AT
NORTHEAST LAKE COUNTY SCRUB SITE (Site I)
AND
SOUTH PINE LAKES PROPERTIES (Site II)

This is an Agreement (“Agreement”) between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the County, by and through its Board of County Commissioners, and _____, a _____ corporation, its successors and assigns, hereinafter the Purchaser.

WITNESSETH:

WHEREAS, the County publicly submitted an Invitation to Bid (ITB), #11-0808, for services relating to the harvest and purchase of timber; and

WHEREAS, Purchaser desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. SCOPE OF SERVICES. County agrees to sell and Purchaser agrees to purchase:

Site I: All selected merchantable trees on 60 acres in the area designated as the sale area on the attached map(s) at Annex B of this Agreement, said trees being located on the following described tract of land: Located in Lake County, Florida in Section 30, Township 17 South, Range 29 East. It is adjacent to Seminole State Forest property and is north of the Royal Trails subdivision which lies west of State Road 44. The property (“Property”) can be accessed via Redlands Drive. **This will be a clear cut of the sand pine overstory.**

Site II: All selected merchantable trees on 120 acres in the area designated as the sale area on the attached map(s) at Annex B of this Agreement, said trees being located on the following described tracts of land: Located in Lake County, Florida in Sections 8 & 17, Township 18S, Range 29E. It is adjacent to Seminole State Forest property and State Road 44 and is northeast

of the Royal Trails subdivision. The property (“Property”) can be accessed via Hillcrest Drive or State Road 44. **This will be a selective thinning of the slash pine overstory.**

2. PRICE SCHEDULE: See Annex A of this Agreement

3. PRE-LOGGING CONFERENCE. The Purchaser or Purchaser’s representative agrees to have an on-site conference between the County’s representative and the logging crew before cutting begins, in order to discuss logging plans, threatened/endangered species, sensitive communities, roads to be used for hauling, location of logging decks/ramps, etc.

4. STUMPAGE REPORTING. The parties agree that Purchaser shall, throughout the period of this Agreement, make weekly reports to County as to the type, species, and weight of the timber cut and delivered to the Purchaser’s designated place or places. County shall be furnished weekly copies of all scale weight tickets for said timber. The Purchaser shall, at each reporting period, pay to the County the purchase price of the wood volume cut during the period covered by the report.

5. SETTLEMENT. The Purchaser agrees to weigh each load of wood cut from the Property as it reaches the wood yard and to pay the County for this wood on a weekly basis. This settlement is to be made on or before the Thursday of the week following the cutting of the wood. The checks are to be made payable to **Lake County Public Lands Program** and mailed to **2401 Woodlea Road, Tavares, FL 32778**, along with a settlement sheet and copies of the scale or weight tickets.

6. WOOD UTILIZATION. The Purchaser agrees to cut the trees in such a manner as to fully utilize all wood that will meet the specifications of the company to whom the Purchaser is shipping the wood.

7. MINIMUM HARVEST. The Purchaser will do all things in its power to cut, remove, and pay for the maximum tonnage of wood each week during the term of this Agreement. This is to be a continuous operation unless Purchaser’s crews are prevented from carrying out their tasks by inclement weather or acts of God or lack of market.

8. DEBRIS. Purchaser agrees to remove all tops and logging debris from all roads, firebreaks, fields, streams, or other open areas. In the event trees, tops, or other logging debris fall into fields, streams, or other open areas, Purchaser agrees to immediately remove such trees, tops, or other logging debris.

9. STUMP HEIGHT. Purchaser will cut the stumps as low as feasible, with a stump height not to exceed six inches where possible.

10. PERMISSION. Purchaser will not grant any right, license, or permission to any of its agents or servants or other persons to hunt or fish on the Property or drive off-road beyond the designated project area, and otherwise will conduct the operation in a modern workmanlike manner, in accordance with good logging practices.

11. TRASH. The Purchaser, his agents, or contractors will not leave trash, bottles, cans or other debris on the Property.

12. NOTIFICATION. Purchaser agrees to notify County at the beginning of the cutting of the trees. In the event cutting is discontinued for more than two weeks, the Purchaser agrees to notify County upon resumption of the cutting in order that proper inspections can be carried out by Purchaser's personnel and by the County or County's designated representative.

13. INDEPENDENT CONTRACTOR. The Purchaser is an independent contractor, and as such, will pay all obligations incurred by it for labor, insurance, and other expenses incurred by its cutting and hauling and otherwise dealing with the trees.

14. INDEMNIFICATION. The Purchaser shall defend, save, indemnify and hold harmless the County and its officers, agents and employees from any and all claims and demands, losses and expenses, including attorneys' fees whether or not litigation is commenced, including, but not limited to, compensation for injuries, sickness, death and/or property damages, including loss of use resulting therefrom, arising in whole or in part from, out of, under, or occurring because of intentional and/or negligent acts or omissions of action by Purchaser, Subcontractor, and/or the Purchaser's or Subcontractors' agents, servants, employees, invitees and/or assigns, in the performance or nonperformance of the provisions of this contract during the life hereof, and thereafter, as directly or indirectly connected with said contract.

15. INSURANCE REQUIREMENTS. The Purchaser shall maintain during the entire term of this Agreement, insurance in the kinds and amounts or limits specified within Section 1.8 of the original Invitation to Bid 10-0219 with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the County has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance shall reference the County.

16. FIRES. It is agreed that in case any fires are caused by the Purchaser or its agents or employees, the Purchaser shall pay to the County damages for any of the pulpwood and/or timber located on the Property not paid for under the terms of this Agreement.

17. TERM OF SALE. The term of this Agreement in which the trees are to be cut and removed shall begin on the day of full execution of this Agreement by all parties and shall terminate at noon six (6) months from that date. Additional time, not to exceed three (3) additional months, will be granted to the Purchaser for the cutting and removal of the trees in the event that the harvesting operation is delayed by listed species criteria, inclement weather, floods, acts of God, strikes at mills with whom purchaser is dealing, strikes in the woods, or strikes with carriers, particularly including, but not necessarily limited to, railway carriers, or in the event marketing conditions curtail the disposal of trees purchased herein. **However, it shall be the responsibility of the Purchaser to notify the County at the beginning and end of the above conditions that prevent the timely completion of logging under this Agreement. The number of days in which the Purchaser has substantiated time loss shall be granted as an extension to the cutting period. Under no condition will this cutting period be extended for more than three (3) months.**

18. ACCESS. County grants to Purchaser all necessary rights of ingress and egress over the Property to carry out the cutting by the Purchaser of trees being sold pursuant to the terms of this Agreement. However, Purchaser agrees to use existing roads where possible and shall be responsible for routine scraping and motor grading to keep the roads passable.

19. MANAGEMENT PRACTICES. Purchaser agrees to fully comply with and indemnify County for failure to comply with all applicable federal, state, and local laws, rules and regulations including, without limitation (i) all environmental laws, rules, or regulations and (ii) the procedures and practices known as “Silvicultural Best Management Practices Manual (re. 2008)” published by the Florida Department of Agriculture & Consumer Services Division of Forestry, and referred to as the “BMP’s”. The manual can be found online at: http://www.fl-dof.com/forest_management/bmp/index.html. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement. Purchaser shall not allow on the Property any leakage, spillage, sampling or release of any hazardous waste, materials, or substances.

Purchaser agrees to have a person on the site that has completed the Florida Master Logging training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association’s Sustainable Forestry Initiative. This person will maintain such training as long as this Agreement is in effect.

20. OSHA. Purchaser will perform all operations in compliance with Occupational Safety and Health Administration (OSHA) standards and any other applicable federal, state or local standard.

21. EARLY TERMINATION. County has the right at any time during the term of this Agreement to cancel this Timber Purchase Agreement for any reason (including without limitation an impending sale of all or part of the Property) or no reason at all, with thirty (30) days written notice to the Purchaser.

22. DUTY OF CARE. The primary purpose of this timber operation is to contribute to the protection and enhancement of the ecological integrity of the Property. The Agreement shall be interpreted in accordance with this purpose, and Purchaser will take all reasonable steps to minimize the soil disturbance caused by the activities hereunder. Purchaser agrees that should the unanticipated crossing of streams, creeks, drains or other environmentally sensitive areas be required for harvest and hauling, Purchaser shall notify County who may approve or deny such operations. Purchaser shall repair any damage to the fences, gates and other improvements of the County resulting from Purchaser's operations.

23. CONFIDENTIAL INFORMATION. During the course of the performance of the Agreement, Purchaser may have access to materials, data, strategies, and other information relating to County and its programs, or systems, which are intended for internal use only. Any such information acquired by Purchaser shall not be used, published, or divulged by County to any person, firm, or corporation or in any advertising or promotion regarding the County or the County's services, or in any manner or connection whatsoever without first having obtained the written permission of the Purchaser, which permission the Purchaser may withhold in its sole discretion.

24. USE OF COUNTY'S NAME/LOGO. Purchaser may not use the County's name and/or logo in any way without prior written consent from the County, except to the extent the work performed contemplates their inclusion in the final work product.

25. LOGGING DECKS/RAMPS. It is the Purchaser's responsibility to construct and maintain the logging deck/ramps for the duration of this agreement. The County will have final say as to the location and extent of the logging deck/ramps. The number of logging decks/ramps should be kept to the minimum needed to conduct logging operations with the least impact to aesthetics. Existing logging ramps, natural openings and/or areas with low tree densities should be utilized whenever possible. Roads may be used in order to minimize creation of additional logging decks/ramps. Purchaser will thoroughly clean any road and road shoulders utilized when the logging deck/ramp is no longer needed. Debris may be left in the ditches where it would not degrade the road but serve to improve hydrology into the stand. Purchaser agrees to repair any damage to the road by grading and addition of road material if necessary. Any piles generated on the loading ramp as a result of the logging operation must be evenly scattered throughout the designated harvest area. Final clean-up must meet the County's approval.

26. SKIDDER TRAILS. Skidder trails shall be kept to a minimum and shall not cross existing wetlands. If roads are crossed during harvesting, Purchaser agrees to repair any damage to the road by grading and addition of road material if necessary. Skidder trails shall be reinforced with logging debris or discontinued if excessive rutting becomes apparent. Skidder trails shall be located parallel to, rather than perpendicular to, wetland edges to reduce alterations in wetland hydrology.

27. EXOTIC PLANT SPECIES. To minimize the possibility of transporting and spreading exotic plant species, harvesting equipment and skidders must be cleaned of all dirt and plant material prior to moving onsite, and again prior to departing the County's property. A pressure washer shall be used to thoroughly spray down the equipment before moving on-site. Standard cleaning will suffice prior to leaving the site.

28. SENSITIVE PLANT COMMUNITY PROTECTION. The Purchaser shall immediately notify the County of any sensitive plant communities encountered during harvesting operations and avoid the area. Sensitive plant communities include but are not limited to pitcher plant bogs, seepage slopes, herb bogs and wet-weather ponds. If merchantable timber occurs within these areas, then the Purchaser shall request an on-site inspection with the County to determine if harvesting these areas is feasible and desirable.

29. WILDLIFE PROTECTION. Any wildlife encountered during logging must not be killed, removed, or otherwise intentionally harassed. Any sightings of threatened or endangered animal species and/or habitats (e.g. gopher tortoises or burrows), should immediately be reported to the County.

30. ENDANGERED/THREATENED SPECIES PROTECTION. Additional protection will be afforded any listed species found on the property during harvesting operations. Timbering operations shall adhere to biologist recommendations that minimize potential disturbance to identified species.

31. ARCHEOLOGICAL/HISTORICAL SITES PROTECTION. The Purchaser, upon the discovery of a suspected archeological or historical site, will cease work in the proximity of the site and immediately notify the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: County through its Board of County Commissioners, by and through its Chairman, authorized to execute same by Board Action on the ____ day of _____, 2010, and by Purchaser through its duly authorized representative.

PURCHASER

Name: _____

Title: _____

This ____ day of _____, 2010.

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners of

Welton G. Cadwell, Chairman

This ____ day of _____, 2010.

Approved as to form and legality:

Melanie N. Marsh
Acting County Attorney

ANNEX A
PRICE SCHEDULES

The Pricing Schedules Submitted by the Selected Contractor in Response to Invitation to Bid 11-0808 are to be affixed herein as Annex A to this Agreement

ANNEX B

APPLICABLE MAPS

The site and area maps applicable to the two sites initially identified Within the Agreement are affixed herein as Annex B to this Agreement



J & L Ellis Property (63+ Acres)
Lake County, FL

Legend
[Red Outline] Property Boundary

Produced By: Lake County Public Lands Management
Date: 6/3/09
Data Sources: Lake County GIS



South Pine Lakes Reserve (128+ Acres) Lake County, FL

Legend

 Property Boundary





