



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
 2590 EXECUTIVE CENTER CIRCLE EAST, SUITE 100
 TALLAHASSEE, FL 32301
 (850) 488-6551 TELEPHONE

INVITATION TO BID: FWC 18/19-120

TITLE: TIMBER SALE AND ADMINISTRATION BOX-R WILDLIFE MANAGEMENT AERA (WMA)

INVITATION TO BID/BIDDER ACKNOWLEDGEMENT FORM

Purpose: The intent of this bid is to obtain competitive pricing for Timber Sale and Administration on Box-R WMA, per the specifications contained herein. Only responsive and responsible Contractors will be considered for award of this Invitation to Bid (ITB).

Responsive: To be responsive, a bid must constitute a definite, firm, unqualified and unconditional offer to meet all of the material terms of this ITB. Material terms are those that could affect the price, quantity, quality, or delivery. Also included as material terms are those which are clearly identified in this ITB and which, for reasons of policy, must be complied with at risk of bid rejection for non-responsiveness.

Non-Responsive: Any submission that does not comply with this ITB in any way, does not contain all the properly signed forms, supplements or deviates from the Bid requirements or has an incomplete Price Sheet may be considered nonresponsive at the discretion of Procurement Manager.

Responsible Companies: The Commission shall only consider responsible companies. Responsible companies are those that have, in the sole judgment of the Commission, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The Commission may also consider references and quality to determine the responsibility of the bid. The Commission reserves the right to use any information, whether supplied through the Bidder's submission or otherwise obtained, in determining responsibility.

Rejection of Bids: The Commission reserves the right to reject any and all bids and to waive any minor irregularity in the submissions received in response to this ITB. The Commission reserves the right to consider all information, whether submitted or otherwise, to determine responsiveness and responsibility and to reject bids accordingly.

Name of Business: _____

Contact Person Name: _____

Business Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ Email: _____

Federal Employer Identification Number: _____ Contractor's License Number: _____

The undersigned attest to the following:

"We understand all of the terms, conditions and the specifications contained herein and agree to abide by all of the terms, conditions and the specifications in their entirety. We have examined the site in reference to the specifications contained within this ITB and have familiarized ourselves with the entire site and have examined carefully the extent of the work that is needed."

Authorized Signature (Manual): _____

Authorized Signature Name (Typed) and Title: _____

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 18/19-120

INVITATION TO BID – CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	May 31, 2019	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu
Deadline for Questions	Must be received PRIOR to: June 7, 2019 @ 5:00 PM	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	June 10, 2019	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu
SEALED BIDS DUE (REMEMBER: Bid number should be clearly marked on envelope)	Must be received PRIOR to: June 17, 2019 @ 3:30 PM	Submit BEFORE the due date and time to the following address:
Public Bid Opening	June 17, 2019 @ 3:30 PM	Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
Anticipated Date of Intended Award	June 18, 2019	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/mainmenu

GENERAL CONDITIONS

The Florida Fish and Wildlife Conservation Commission's (FWC or Commission) mission is to manage fish and wildlife resources for their long-term well-being and the benefit of people. The Commission administers six (6) major programs including habitat and species conservation, freshwater fisheries management, law enforcement, marine fisheries management, hunting and game management and fish and wildlife research.

A Bidder submitting a bid shall be registered in the MyFloridaMarketPlace (MFMP) system and where required, the Sunbiz system prior to the bid opening. Business entities which must be on file with Sunbiz include the following foreign and domestic entities: Corporations for and not for profit, Limited Liability Companies (LLC), Limited Partnerships (LP) including Limited Liability Limited Partnerships (LLLP), and organizations doing business under a fictitious name (DBA). A Bidder may not be considered for an award, if not registered in the MFMP and Sunbiz system. The Bidder's registration address and federal employer identification (FEID) number should match the Bidder's address and FEID number listed on the **Bidder Acknowledgment form (page 1)**.

Certified Minority-owned, Woman-owned and Service-Disabled Veteran Business Enterprises, as certified by the State of Florida Office of Supplier Diversity, are encouraged by the Commission to participate in the bidding process.

Bids from Bidders shall include all necessary equipment to complete the job. The bidder is required to supply all specified documentation when submitting a bid for this project.

Please note:

- The terms "Contract," "Agreement" and "Purchase Order" are used interchangeably in the document.
- The terms "Commodities" and "Goods" are used interchangeably in the document.

TERMS AND CONDITIONS

PUR 1000 and PUR1001 are hereby incorporated by reference. PUR1000 and PUR1001 can be found at the Department of Management Services website at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/state_purchasing_pur_forms

The following terms and conditions take precedence over the PUR1001 and PUR1000 forms where applicable. The Commission objects to and shall not consider any additional terms or conditions submitted by a Bidder or Contractor, including any appearing in documents attached as part of a Bidder's response. In signing and submitting its bid, a Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

The terms and conditions of **the Sample Contractthe Sample Contract**, are hereby incorporated into this solicitation. Any contract resulting from this solicitation will include the terms and conditions of this solicitation and the terms and conditions contained in **Attachment A**.

TERM

The contract will be effective **five years upon execution of contract.**

Project shall be completed by the Contractor by the Completion Date of **May 1, 2024**. If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Completion Date. The Contract Manager and the Contract Administrator, upon review of the extension request, will determine and approve if the extension can be made.

RENEWAL

The Commission has the option to renew this Contract on a yearly basis for a period up to three (3) years after the initial Contract period upon the same terms and conditions contained herein. Pursuant to Sections 287.057(1)(a)2., and 287.057(1)(a)3., Florida Statutes (F.S.), each Bidder shall supply a price for each year that a contract may be renewed. Evaluation of bids shall include consideration of the total cost of the contract, including the total cost for each renewal year, as submitted by the Bidder.

Exercise of the renewal option is at the Commission's sole discretion and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of this Contract and is subject to the availability of funds. The Contractor if it desires to exercise this renewal option will provide written notice to the Commission no later than thirty (30) days prior to the Contract expiration date. The renewal term shall require written approval from the Commission's Contract Administrator.

SCOPE CHANGES AFTER CONTRACT EXECUTION

The Commission shall provide written notice to the successful bidder thirty (30) days in advance of any Commission required changes to the technical specifications and/or scope of service that affect the successful bidder's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

CONDITIONS AND SPECIFICATIONS

The bidder is required to examine carefully the conditions and specifications of this bid and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

MANDATORY BIDDER SITE VISIT

It is mandatory that prospective bidders inspect the project sites prior to submitting a bid. This will enable bidders to familiarize themselves with the scope of work. Bidders shall visit the sites on their own. The **Site Visit Mandatory Attestation-Individual Bidder Attendance form (Attachment B)** must be completed by the Contractor and submitted with the bid package. The FWC will make a reasonable effort to answer verbal questions asked at the Site Visit, however, Bidders should clearly understand that verbal discussions held at the Site Visit shall not be binding on the FWC, and the FWC will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below.

The main gate is located at 300 Tilton Rd. Apalachicola FL, 32329.

Email Cody Massa (Cody.Massa@myFWC.com) for gate combination

From downtown Apalachicola, drive West on Highway 98 approximately 6 miles and turn North (right) on Tilton Rd (CR 385). From Port St. Joe, drive East on Hwy 98 for approximately 17 miles and turn North (left) on Tilton Rd (CR 385). Once on Tilton Rd. travel North approximately 1 mile to the main gate.

DEADLINE FOR QUESTIONS

Any questions from Bidders that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the **Calendar of Events (Page 3)**. Questions may be sent via email with the solicitation number in the subject line. It is the responsibility of the bidder to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System (http://vbs.dms.state.fl.us/vbs/main_menu).

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Cody Massa, Procurement Manager
2590 Executive Center Circle East, Suite 100
Tallahassee, Florida 32301
Cody.Massa@myfwc.com

LIMITATION ON BIDDER CONTACT DURING SOLICITATION PERIOD

Bidders to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the Commission posting the notice of intended award, (note: the 72-hour posting period excludes Saturdays, Sundays, and state holidays) any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

BIDDER SPECIFICATION INQUIRIES

If the specifications of this Invitation to Bid (ITB) could restrict potential Bidder competition, the Bidder has 72 hours within which to request to the Commission that the specification(s) be changed. The Contract Administrator must receive the written request within 72 hours after the posting date of the ITB.

Requested changes to the Commission's specifications shall include the Bidder's concerns regarding restricting competition, provide detailed justification, and provide recommended changes to the specification(s). A Bidder's failure to request changes by the prescribed date and time shall be considered to constitute the Bidder's acceptance of the Commission's specifications.

The Commission shall determine what change(s) to the ITB is acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the change(s) to the ITB, which shall be posted to the Vendor Bid Advertisement System (http://vbs.dms.state.fl.us/vbs/main_menu).

It is up to the bidder to ensure that everything is included as required by the Commission's Purchasing Office. It is not the Commission's responsibility to mail or fax any forms to a potential Contractor. Bid packet information may also be requested from the Commission's Purchasing Section by calling (850) 488-6551. Please have bid number and Bidder information available when requesting any information.

BID OPENING LOCATION

The public opening of this bid will be conducted at the date and time specified in the **Calendar of Events (Page 3)**, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, 2590

Executive Center Circle East, Suite 100, Tallahassee, Florida, 32301. **BIDS RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL BE REJECTED.**

Any person with a qualified disability shall not be denied equal access and effective communication regarding any bid/proposal documents or the attendance at any related meeting or bid/proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-6551 at least three (3) workdays prior to the opening.

MAILING INSTRUCTIONS

All bids shall be submitted in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, 2590 Executive Center Circle East, Suite 100, Tallahassee, Florida 32301. **The envelope shall be plainly marked on the outside with: BID NUMBER, DATE AND TIME OF THE BID OPENING.**

THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.

PLEASE NOTE: The Commission's official **business hours of operation are 8:00 AM–5:00 PM EST**, exclusive of Saturdays, Sundays and state holidays. Selecting delivery services, such as next day first delivery, may result in attempted delivery prior to opening or closing, and the Commission will not be available to accept those deliveries. **THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES.**

BIDDER ACKNOWLEDGMENT

In order for this bid to be valid, the bid must be completed in its entirety, signed by the Bidder and returned, as part of the bid or the bid will be rejected. By affixing your signature to **page 1** of the bid, the Bidder hereby states that the Bidder has read all bid specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Bidder will provide the Commission under these bid specifications.

FWC CONTRACT MANAGER

The FWC employee identified as the Contract Manager shall perform the following on behalf of the FWC:

- review, verify, and approve receipt of services/deliverables from the Contractor;
- submit requests for change orders/amendments/renewals, if applicable;
- review, verify, and approve invoices from the Contractor; and, if applicable, complete the Certificate of Contract Completion form; and
- maintain an official record of all correspondence between the Commission and the Contractor and forward the original correspondence to the Tallahassee Procurement Manager for the official file.

VERBAL INSTRUCTION PROCEDURE

Bidders may not consider any verbal instructions as binding upon the Commission. No negotiations, discussions, or actions shall be initiated or executed by the Bidder as a result of any discussion with any Commission employee. Only those communications from the Commission that are in writing, may be considered as a duly authorized expression on behalf of the Commission.

ADDENDUMS

If the COMMISSION finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any Bidder questions during the ITB period an addendum shall be posted on the Vendor Bid System internet site. **Each Bidder is responsible for monitoring the Vendor Bid System website (http://vbs.dms.state.fl.us/vbs/main_menu) for new or changing information relative to this procurement.** The Commission bears no responsibility for any delays, or resulting impacts, associated with a Bidder's failure to obtain the information made available through the Vendor Bid System.

IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. If two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Contractors must complete the **Identical Tie Bid / Drug Free Workplace form (Attachment C)** provided and return it with their bid.

AWARDED BID/INSPECTION

The Commission will award the bid to the responsive, responsible bidder which submits the lowest bid price. If deemed necessary, an interview with the bidder by the Contract Manager may be required before the bid is awarded.

The Commission reserves the right to inspect the prospective Contractor's materials and background record prior to making an award of the Contract. If the Contract Manager determines the lowest bidder does not have sufficient experience, equipment, etc. to meet the specifications of this ITB, the Commission reserves the right to reject the bidder and evaluate the next lowest bidder.

SUPPORTING/SUPPLEMENTAL INFORMATION

The Commission requires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Contract Manager that the product/service offered meets this ITB's specifications and that other requirements of this ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Commission reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products/services offered completely meet this ITB's requirements. The requirement for such supplemental information will be at the reasonable

discretion of the Commission and may include the requirement that a bidder will provide a sample product(s) so that the Commission can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the Commission, will cause the Commission to consider the Contractor non-responsive and reject the Contractor's bid.

REFERENCES

Each prospective Bidder shall provide a minimum of three (3) references for similar projects completed. Current contact names and phone numbers shall be included with the bid package. See attached **reference form** for more detail.

NOTICE TO PROCEED

The awarded Bidder shall not initiate work under this contract until the required Performance Bond and Insurance documentation have been received by the Commission. The Contractor may begin work once it has received an official written Notice to Proceed from the Contract Manager.

DELIVERABLES

The following services or service tasks are identified as deliverables for the purposes of the subsequent Contract:

- a. Performance of all services set forth in the Scope of Work.
- b. Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

PERFORMANCE BOND

A Performance Bond shall be required from the Contractor by the Commission for this project. Prior to commencing any work, and within ten (10) days after issuance of a **ContractContract**, the Contractor shall furnish a Performance Bond in the amount of one hundred percent (100%) of the total contract price to ensure full and complete performance of the contract to the Commission's Tallahassee Purchasing Office to the attention of the Contract Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the **Contract number** assigned to the project by the Commission, and a description of the property being improved with a general description of the project. **Please note:** A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the Commission, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the Contractor.

In lieu of a Performance Bond, The Commission may prior approve an alternate form of security in the form of a Cashier's check, Official bank check or Money order in the amount of the bond. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond. Note: Upon Contract execution, CONTRACTOR (Timber Company) shall furnish a Cashier's Check, Money Order or Surety Bond to serve as a Performance Bond, in the amount ten (10) percent of the estimated total bid amount, the receipt of which is hereby acknowledged. The Performance Bond shall be returned to CONTRACTOR at the

termination of this Contract provided all of its terms have been complied with to the satisfaction of PROJECT ADMINISTRATOR. This Performance Bond, furnished by CONTRACTOR, shall provide protection to PROJECT ADMINISTRATOR and the STATE OF FLORIDA.

Work shall not begin before the Commission receives the Performance Bond. Failure to provide a Performance Bond may be grounds to find the Contractor in default, which could include; cancellation of the contract, and/or the Contractor's removal from the State's approved Contractor list for future solicitations.

AUTHORIZED COMPENSATION

It is understood and agreed that all compensation under this ITB is specifically limited to the Contractor's bid price accepted by the Commission, and to the specific procedure for payment established in this ITB and the **Contract** executed pursuant to it. The Commission is not liable for any costs, fees, expenses or any other compensation whatsoever incurred or charged by the Contractor, other than the bid price paid for the work specifically described in the Scope of Work, which work is actually accomplished and invoiced by the Contractor subsequent to the Commission's notice to proceed (or other notice to begin work). Thus, the Commission is not liable for any costs incurred or charged by the Contractor in anticipation of responding to, or performing work described in, this ITB including, but not limited to, equipment or personnel procured by the Contractor in anticipation of such work. The Commission is not responsible to the Contractor for any loss or damages resulting from circumstances unforeseen at the time of publication of this ITB including, but not limited to, those resulting from a "force majeure".

ADDITIONAL LEGAL REQUIREMENT

All corporations seeking to do business with the State shall, at the time of submitting a bid, be on file with the Department of State in accordance with provisions of Chapter 607, F.S.; similarly, partnerships seeking to do business with the State shall, at the time of submitting such bid, have complied with the applicable provisions of Chapter 620, F.S. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org> or <http://dos.myflorida.com>.

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

As provided in Chapter 60A-1.045, Florida Administrative Code (F.A.C.), and Section 287.042(16), F.S., other State of Florida agencies may purchase from the resulting contract of this ITB, provided that the Department of Management Services has determined the contract's use is cost effective and in the best interest of the State, and with the Contractor's consent.

Other State of Florida governmental entities and eligible users may also request of the Contractor to be able to use this contract. If the Contractor agrees to other entities to utilize this ITB contract, such agencies shall coordinate their use of this contract with the Florida Fish and Wildlife Conservation Commission in order to reduce scheduling conflicts.

CONFIDENTIALITY/PUBLIC RECORDS LAW

Bidders are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07, F.S. If a Bidder believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Bidder shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or

thirty (30) days after bid opening, whichever is earlier, the Commission receives a public records request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. The Commission will endeavor to provide notice to the Bidder of all public records requests received related to documents provided by the Bidder that were marked pursuant to this paragraph. In no event shall the Bidder hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

POSTING OF BID TABS

Bid Tabulations with Contractors identified as awarded bidders will be posted electronically as Agency Decisions on the Department of Management Services Vendor Bid System as a Public Notice. The Agency Decision may be viewed at http://vbs.dms.state.fl.us/vbs/main_menu, and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3)(b), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

Awarded Bidders are instructed not to proceed until a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice is given to the Contractor by the Commission. A company or person who proceeds prior to receiving a Purchase Order, Formal Written Contract, Lease, Notice to Proceed, or some other form of written notice from the Commission does so without a contract and at their own risk.

Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.

REFERENCES

A minimum of three (3) references from persons or firms for whom the bidder has performed similar jobs as per the specifications in this bid must be supplied with the bid. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the Bidder's bid. Provide a description (scope of work) of each job.

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/Z1P: _____

TELEPHONE NUMBER: _____ EMAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

CONTRACTOR NAME

AUTHORIZED SIGNATURE

SCOPE OF WORK

TIMBER SALE AND ADMINISTRATION BOX-R WMA

Harvest Objectives

Reduce pine basal areas to those specified in the proposed harvest schedule (Exhibit 1, Attachment 1), unless otherwise directed by the Project Manager. Target basal areas will range from 30 to 70 ft²/ac. See Exhibit 1, Attachment 1 for initial and renewal harvest schedules. Harvest areas will be designated by year and basal area objective. Harvest schedule determined from comprehensive inventory data collected in 2018.

Thinning stands to 70 ft²/ac basal area will be accomplished by geometric row thinning removing all merchantable pines in every 3rd row of each stand. Additional thinning within the leave rows may be necessary to reach the target basal areas in some stands and may be accomplished by operator selection.

Thinning stands to 30 ft²/ac basal area will be accomplished using an operator select thin. Logger selection shall target diseased, deformed, defective and suppressed trees along with a portion of the intermediate and co-dominant trees as needed to achieve basal area objective. Operator must retain dominant trees, those trees of largest diameter at breast height (DBH) class trees in each management unit. Leave trees shall be fairly evenly-spaced throughout stands. Harvest shall create gaps ≤ 0.25 acres (≤ 60 ft. diameter). These gaps shall be spaced evenly throughout the stand; gaps are intended to be planted with longleaf pine seedlings to accomplish long-term restoration goals.

All longleaf pine within stands to be thinned shall be retained, unless otherwise excepted by the Project Manager. Any longleaf pines that are found in a take out row will be left. The take out row can be shifted over to the next adjacent row, or enough trees may be removed to allow for room to maneuver around the longleaf pine without causing damage to it.

Harvest Area Description

A description of the harvest area including year of harvest, target residual basal area, stand identification numbers, stand size, pine species, and pine product volumes can be found in Attachment 1, Harvest Area Description. The Contractor may deviate from the proposed harvest schedule upon consultation and approval from the Project Manager.

Work to be Performed by Contractor

Timber Sale Planning and Marketing – The Contractor shall be responsible for marketing and conducting all aspects of sale of timber within the designated management unit. Tasks will include: delineation and inventory of sale blocks, designation of products to be sold, completion and provision of timber cruise and stumpage appraisal of planned sale(s), and preparation and execution of contract for each timber sale. The Contractor shall secure at least three valid bids for each timber sale and, upon review and approval by the Project Manager, enter into a sales contract with the timber buyer on behalf of FWC.

Timber Sale Administration and Oversight – The Contractor shall be responsible for administering all aspects of timber harvests including: recommendations for improvements to transportation systems, conduct pre-harvest conference, supervise harvest operations for compliance and wood security, administer settlements, and provide written evaluations and recommendations within 30 days of close-out.

Additional and Specific Work Requirements

Note: A draft contract that will be executed between FWC and the Contractor is provided in Exhibit 1, Attachment 2. The draft contract is intended to add insight into responsibilities of both parties. Bidders should note that FWC reserves right to amend the contract language, subject to agreement by both parties, prior to final execution.

Timber Sale Preparation – The Contractor shall mark the sale boundaries, cut or leave trees as appropriate, and mark streamside management zones and other ecologically sensitive sites. Delineate skid trails, access roads and landings. Contractor shall document general pre-harvest conditions of access roads, gates, and other capital improvements that are subject to damage during harvest operations.

Timber Sale Prospectus - The Contractor shall prepare a sale prospectus that includes technical specifications and contractual covenants that will be used as part of an Invitation to Bid for the planned sale(s). Procedures will include, but are not limited to, scheduling, organizing and advertisement of pre-bid conference(s) for prospective timber buyers; and, serving as the primary point of contact for prospective bidders regarding all technical, fiscal and logistical aspects of planned sales and timber harvest operations. The sale prospectus shall minimally include the following:

- Identification of the State of Florida as timber owner
- Location of the timber – Map, legal description, directions, and how sale boundaries will be marked.
- Description of timber/volume information – General description, such as all timber within unit, or specific description, such as how trees were measured (if applicable), volume by species, diameter classes, or product classes, if appropriate.
- Type of bid – Identify the sale as a scaled, per unit or lump sum sale. Prepare bid sheet based on product categories/classes.
- Time when prospective buyers may inspect sale area – Access considerations and coordination/contact procedures.
- Prospective timber buyers – Identify prospective bidders/timber buyers and develop bid/contract language that helps ensure each buyer has 1) adequate financial resources to perform the contract or the ability to obtain them; 2) is able to perform the contract within the contract term; 3) a satisfactory performance record on timber sale contracts; 4) satisfactory record of integrity and business ethics; 5) has or is able to obtain equipment and resources suitable for logging the timber and for meeting the resource protection provisions of the contract; and, 6) is otherwise qualified and eligible to receive an award under applicable laws and regulations. Eligible buyers should be limited to those who have or will use crews that have completed the Florida Master Logger training program or have a comparable certificate of training that complies with training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative.
- Stipulate down payment, any other applicable settlement requirements, routing procedures, and mechanisms for return of such payments upon satisfactory completion of harvest and conformance with contract requirements.

- Provisions for payment – Direct the remittance of timber revenue from the buyer to a trust account and specify permissible payment methods and routing procedures.
- Limitations or special considerations – Provisions for best management practices, harvesting deadline, access and equipment restrictions, times when loggers may not operate, leave trees, infrastructure maintenance and repair.
- Security deposit – A security deposit of ten percent (10%) of each bidder’s estimated sale value must be attached to the bid form. Specify that the security deposit can either be in the form of a company check, cashier’s check, or surety bond and made out to the Florida Fish and Wildlife Conservation Commission. The Contractor will be responsible for returning security deposits to all unsuccessful bidders.

Timber Sale Contract - The Contractor shall execute a formal contract with the timber buyer(s) specifying the responsibilities and expectations of all parties. Attachment 3 provides a Contract Template that will be used as a guide by the Contractor when executing the sales agreement. The Contract Template includes state-required covenants that must be included in the final agreement with the buyer. The Contractor is expected to add language specific to the sale as needed to ensure successful completion and execution of the sale, harvest operations and payment procedures. Sales agreements will include, but are not limited, to the following provisions:

- Identification of parties.
- Method of payment – Specify the amount the purchaser agrees to pay the seller as a scaled or per unit cut (either delivered rate or stumpage rate) or lump sum sale. Identify procedures for verifying the amount of timber harvested and disposition of settlements. Harvest documents should include loader’s ledgers (maintained on-site by the loader operator or logging foreman), scale tickets (provided by the mill to the trucker), logging diary and mill ticket summary.
- Description of timber sold – Estimated volume by species and product class, how trees or harvest area will be marked, and provisions for trees that grow to merchantable size during the contract period.
- Harvesting restrictions/conditions – Describe each part of harvest area, including access infrastructure and ecological assets that could be subject to damage (e.g., fences, roads, bridges, signs, buildings, residual trees, understory vegetation, wetlands). Include allowable limits of damage and provisions for repair or payment of damages. Restrictions should include road maintenance specifications or requirements, limitations on the size and type of harvesting equipment and supervision requirements.
- Ingress and egress – Coordinate the buyers’ access to remove timber with the Project Manager. Specify entrances and roads to use, allowable access intervals and restrictions as appropriate.
- Harvest method – Specify the layout of logging decks (locations, size, configurations, slope limits), logging roads and areas to be cut. State any restrictions on equipment use/maintenance and logging during wet periods or other times (e.g., hunting season). Include provisions for use of silvicultural best management practices, compliance with environmental regulations, local ordinances, and ecologically-sensitive practices. Specify the right to inspect the logging site and, if necessary, halt all operations.
- Penalties for noncompliance – Recommend penalties for noncompliance with contract terms consistent with Florida Statutes. Address penalties for activities such as cutting non-designated timber,

as well as for damaged property, including damages to adjacent landowners' property. Specify provisions for payment of penalties and an escrow account or performance bond. The Contractor will be responsible for establishment, handling and return of security deposits to the buyer.

- Duration of sale agreement – State the beginning and end dates of the agreement and provisions for or against renewing the contract if it expires before harvesting is complete. Sale agreements shall not exceed more than 30 days prior to the end of this contract.
- Insurance requirements and indemnification of the seller/landowner consistent with Florida Statutes

Supervision of Timber Sale – The Contractor shall be responsible for coordination and oversight of harvest operations to include:

- Pre-harvest briefing with logging manager. A copy of the Master Logger certificate or documentation of comparable training must be provided before any logging begins.
- Monitor operations regularly to ensure contract compliance and immediately correct any problems
- Inspect and oversee tally system for truck loads
- Conduct close-out inspection
- Coordinate reclamation activities (erosion control, mitigate soil compaction, revegetation, dispersal of logging slash, clearing/reshaping logging deck ditches) as needed

Remittance of Revenue to FWC – Timber revenue and all other settlements shall be directed to a trust account owned by the Contractor and established and designated exclusively for timber sales to the FWC. The awarded and contracted percentage amount of gross revenue from the sale(s) shall be remitted to FWC on a monthly basis in accordance with the payment methods and routing procedures provided in the draft Contract (Exhibit 1, Attachment 2, Section 4).

Report Requirements – Written Deliverables shall include:

- Cruise and appraisal data by species and product class; estimate and assessment of market value of planned sale(s) and written proposal for sale schedule and type. This requirement should be completed and delivered to the Project Manager within 60 days of execution of the contract.
- Logging Inspection Reports: inspection reports are to be provided to the Project Manager on a minimum biweekly basis, see attached form (Exhibit 1, Attachment 4) for items to include in reports. Shapefiles of progress should also be sent to Project Manager monthly while harvest is taking place.
- Detailed monthly statements of trust account activities specific to this project, summary of revenue remitted to FWC and revenue share kept by Contractor, and audit documents sufficient to verify harvest volumes and corresponding payment, including copies of load tickets and a copy of the monthly bank statement for the trust account. This information shall be provided within 15 days following the end of each month. One copy shall be addressed and delivered to:

Florida Fish and Wildlife Conservation Commission
Byron Williams, Contract Manager

HSC-WHM
Government Operations Consultant II
620 South Meridian St.
Tallahassee, FL 32399

- Summary report of sale 30 days prior to end of contract term, to include harvest volume by species and product class, gross and net revenue, infrastructure repairs or environmental remediation (as needed and directed), certificate of contract completion, and recommended improvements for future forestry services contracts.

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EXHIBIT 1

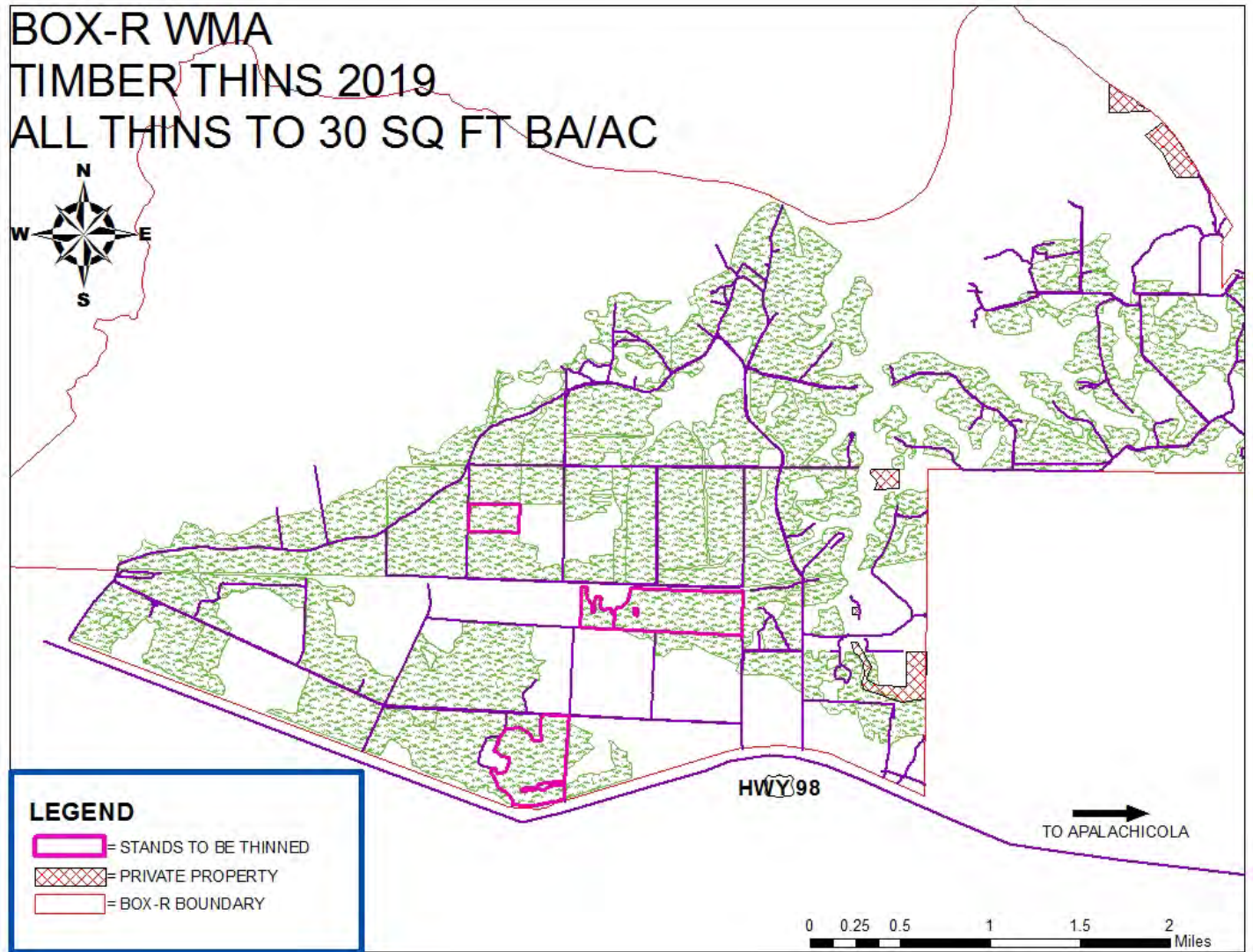
ATTACHMENT 1

**HARVEST AREA DESCRIPTION
PINE PRODUCT CLASSIFICATION
AND MAPS**

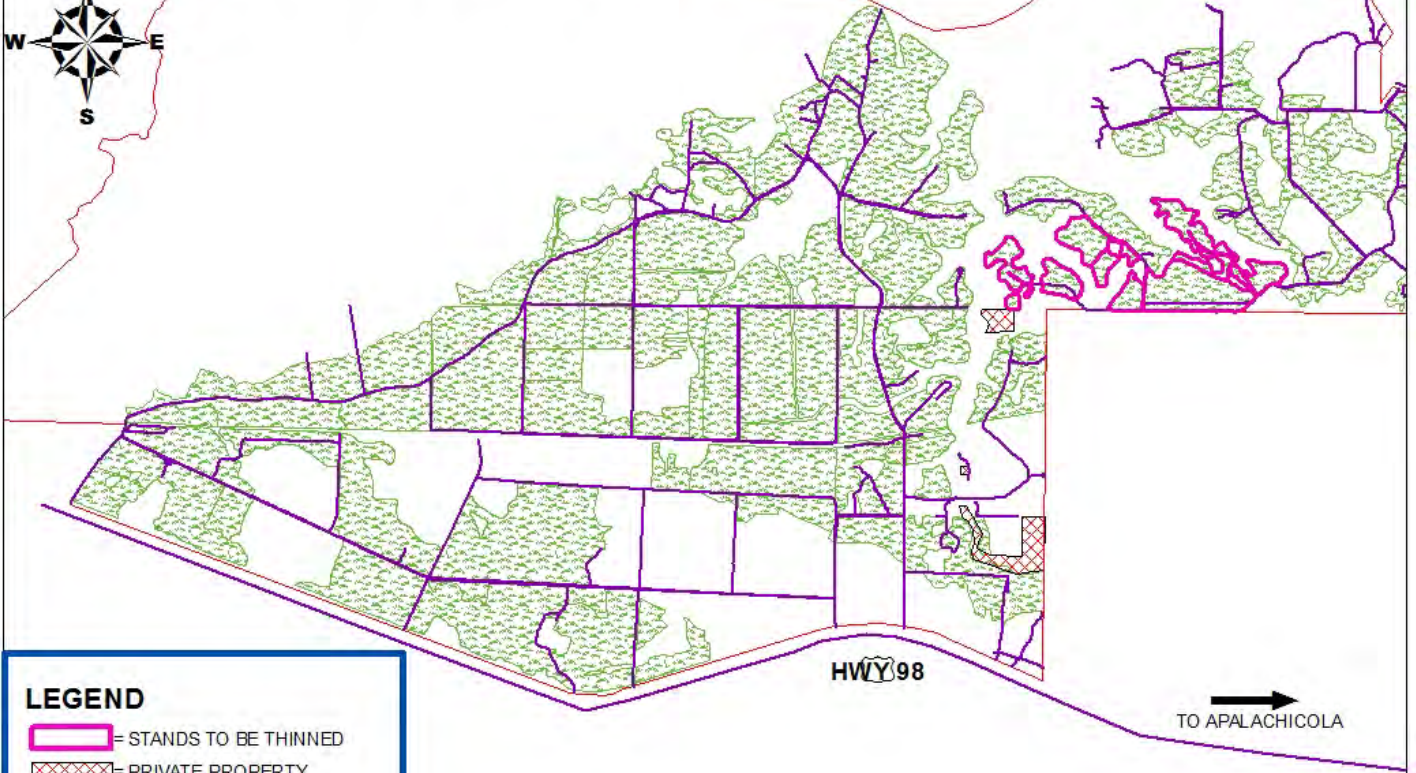
Harvest Year	Stand #	Acres	Target BA	Establishment Type	Dominant Species	Total BA (ft ² /ac)	Pulp (tons/ac)	Chip-N-Saw (tons/ac)	Sawtimber (tons/ac)
2019	53	17.4	30 ft ² /ac	PP	Slash	40.0	7.7	22.8	0.0
2019	54	101.2	30 ft ² /ac	PP	Slash	88.0	27.3	41.4	6.1
2019	56	96.1	30 ft ² /ac	PP	Slash	58.4	25.7	14.6	1.1
2019	70	27.8	30 ft ² /ac	PP	Slash	90.0	23.1	43.8	10.0
2020	46	34.1	30 ft ² /ac	PP	Slash	75.7	22.4	30.0	10.6
2020	47	34.8	30 ft ² /ac	PP	Slash	59.9	28.4	2.6	0.0
2020	48	21.8	30 ft ² /ac	PP	Slash	48.7	22.3	5.5	0.0
2020	49	16.4	30 ft ² /ac	PP	Slash	80.0	10.2	39.8	18.2
2020	50	60.6	30 ft ² /ac	PP	Slash	67.5	28.8	21.4	1.2
2020	51	12.3	30 ft ² /ac	PP	Slash	65.0	24.7	17.0	0.0
2020	52	12.3	30 ft ² /ac	PP	Slash	55.0	31.9	7.9	0.0
2021	18	17.4	30 ft ² /ac	PP	Slash	153.3	32.5	78.1	26.1
2021	44	32	30 ft ² /ac	PP	Slash	90.0	32.3	37.1	11.3
2021	57	13.8	30 ft ² /ac	PP	Slash	53.3	25.4	13.1	0.0
2021	58	12.2	30 ft ² /ac	PP	Slash	115.0	73.4	16.8	0.0
2021	59	27.7	30 ft ² /ac	PP	Slash	83.3	38.2	26.9	0.0
2021	60	12.9	30 ft ² /ac	PP	Slash	40.0	13.5	14.3	2.4
2022	22	2.1	30 ft ² /ac	PP	Slash	100.0	74.3	0.0	9.4
2022	61	18.1	30 ft ² /ac	PP	Slash	77.5	32.1	27.9	2.1
2022	62	25.1	30 ft ² /ac	PP	Slash	64.0	20.0	25.6	1.7
2022	63	17.5	30 ft ² /ac	PP	Slash	82.5	41.1	24.5	0.0
2022	64	54.6	30 ft ² /ac	PP	Slash	52.3	21.3	19.4	0.8
2022	65	64.3	30 ft ² /ac	PP	Slash	61.9	29.8	16.5	0.0
2022	66	32.5	30 ft ² /ac	PP	Slash	70.8	23.9	32.3	0.0
2022	67	37.9	30 ft ² /ac	PP	Slash	63.8	30.8	22.0	0.0
2023	71	53.7	30 ft ² /ac	PP	Slash	63.6	31.9	10.9	0.0
2023	72	56.3	30 ft ² /ac	PP	Slash	67.3	35.3	12.8	1.7
2023	73	20.5	30 ft ² /ac	PP	Slash	67.5	24.6	23.1	1.1
2023	74	48.7	30 ft ² /ac	PP	Slash	53.0	19.2	17.2	0.6
2023	75	20.1	30 ft ² /ac	PP	Slash	80.0	34.1	24.3	0.0
2023	77	16.9	30 ft ² /ac	PP	Slash	63.3	31.3	11.3	0.0
Harvest Year	Stand #	Acres	Target BA	Establishment Type	Species	Total BA (ft ² /ac)	Pulp (tons/ac)	Chip-N-Saw (tons/ac)	Sawtimber (tons/ac)
2023	79	10.9	30 ft ² /ac	PP	Slash	60.0	23.0	21.5	0.0
2023	84	10.2	30 ft ² /ac	PP	Slash	42.5	11.1	16.3	0.0
2023	85	135.8	30 ft ² /ac	PP	Slash	56.4	19.9	17.8	0.0
2023	86	12.9	30 ft ² /ac	PP	Slash	36.7	17.5	8.8	0.0
2023	87	135.9	30 ft ² /ac	PP	Slash	60.6	31.9	11.3	0.0
2023	96	52.4	30 ft ² /ac	PP	Slash	65.7	30.6	18.1	0.0
Renewal Harvest Years									
2024	38	67.9	70 ft ² /ac	PP	Slash	80.0	10.3	25.0	31.4
2024	68	119.5	70 ft ² /ac	PP	Slash	107.6	54.3	24.8	1.9
2024	69	63.7	70 ft ² /ac	PP	Slash	74.6	36.9	11.1	0.0
2025	76	101.6	70 ft ² /ac	PP	Slash	108.8	43.8	29.8	1.5

2025	78	96.9	70 ft ² /ac	PP	Slash	107.9	38.8	40.1	0.0
2025	80	28.5	70 ft ² /ac	PP	Slash	123.3	45.9	38.9	0.0
2025	81	194.7	70 ft ² /ac	PP	Slash	79.4	39.6	12.0	0.1
2025	82	22.5	70 ft ² /ac	PP	Slash	108.0	47.8	23.9	0.0
2025	83	81.5	70 ft ² /ac	PP	Slash	127.9	65.7	24.7	0.0




BOX-R WMA TIMBER THINS 2019 ALL THINS TO 30 SQ FT BA/AC

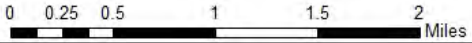


**BOX-R WMA
TIMBER THINS 2020
ALL THINS TO 30 SQ FT BA/AC**

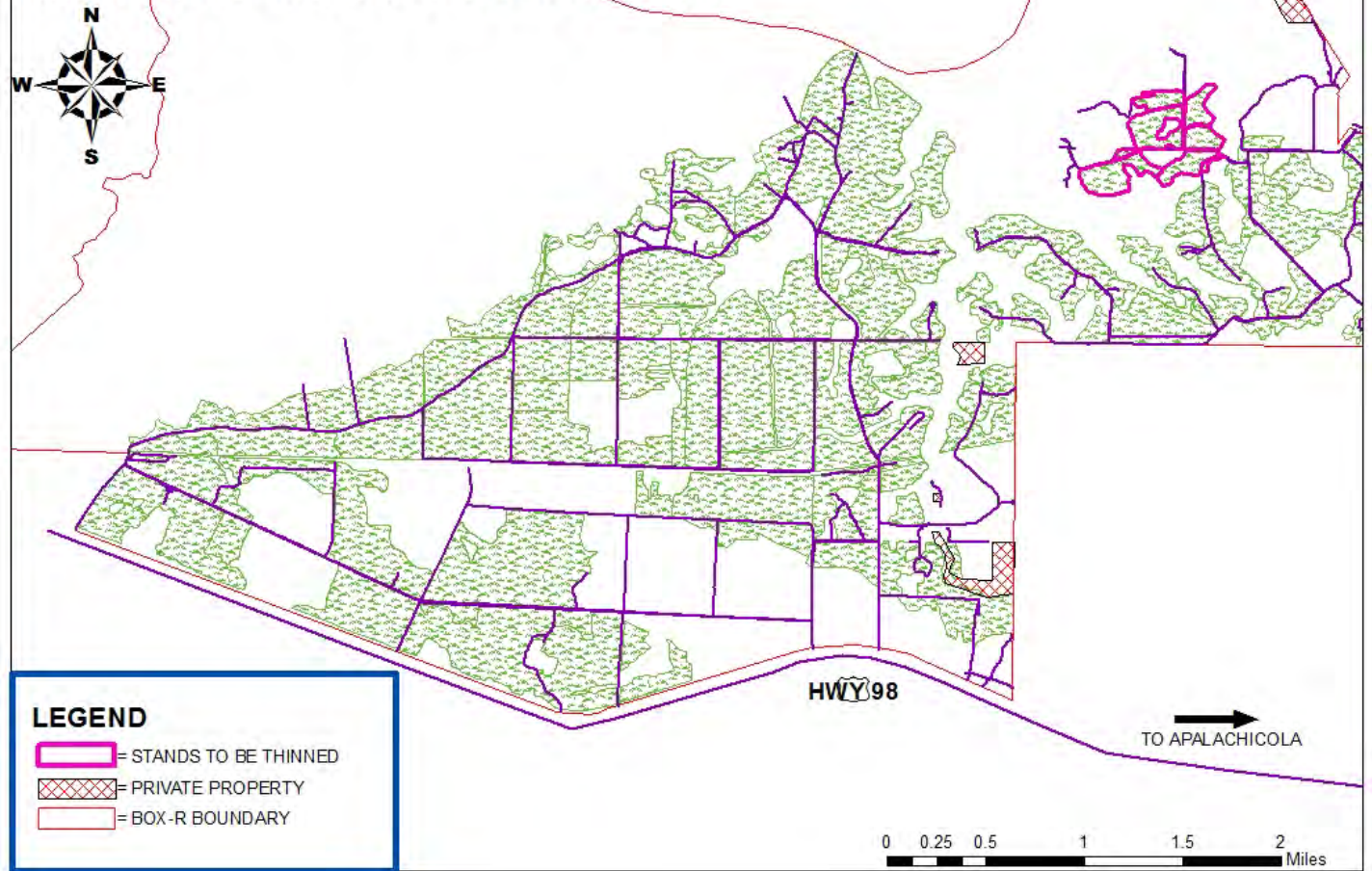


LEGEND

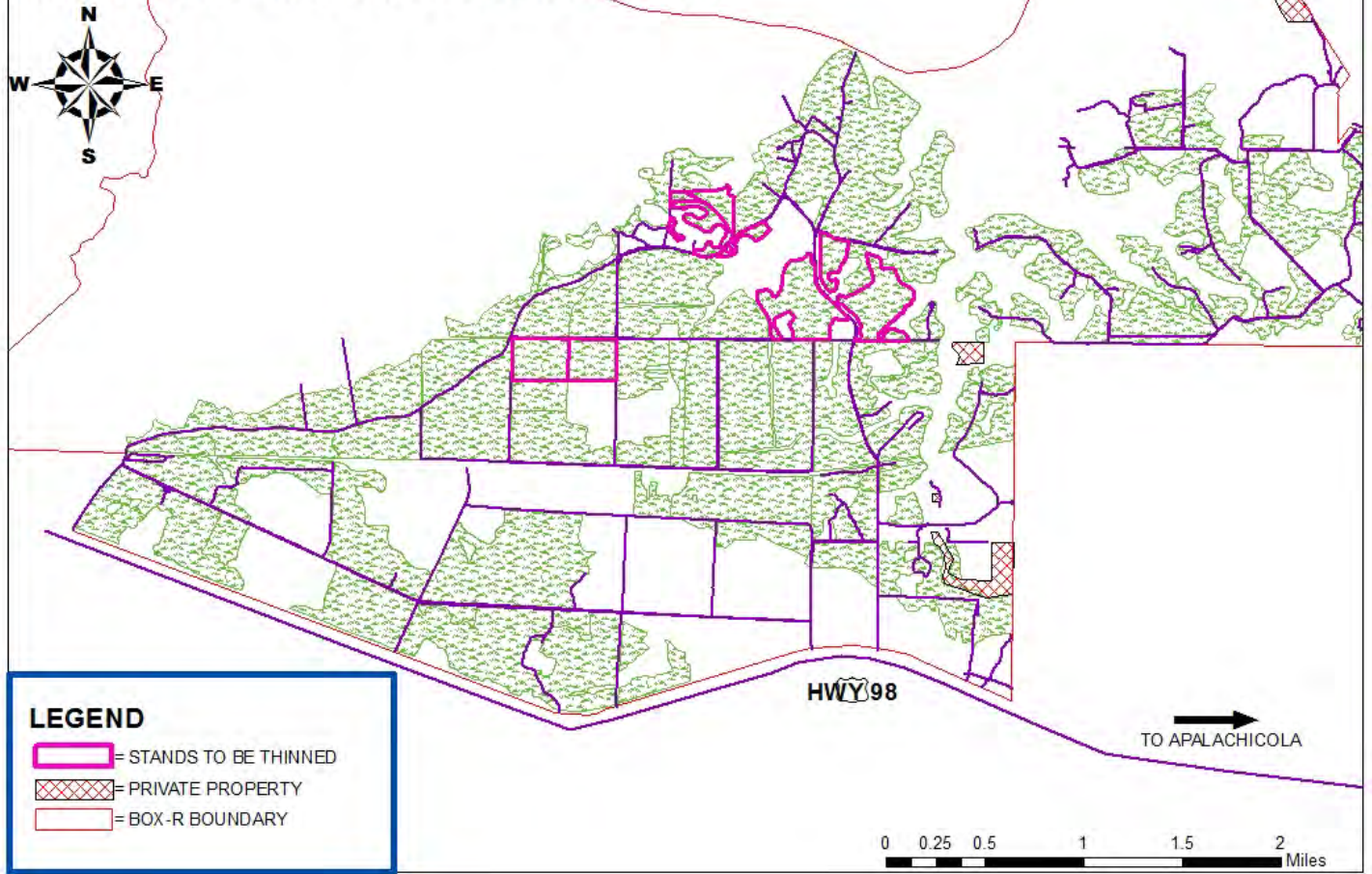
-  = STANDS TO BE THINNED
-  = PRIVATE PROPERTY
-  = BOX-R BOUNDARY



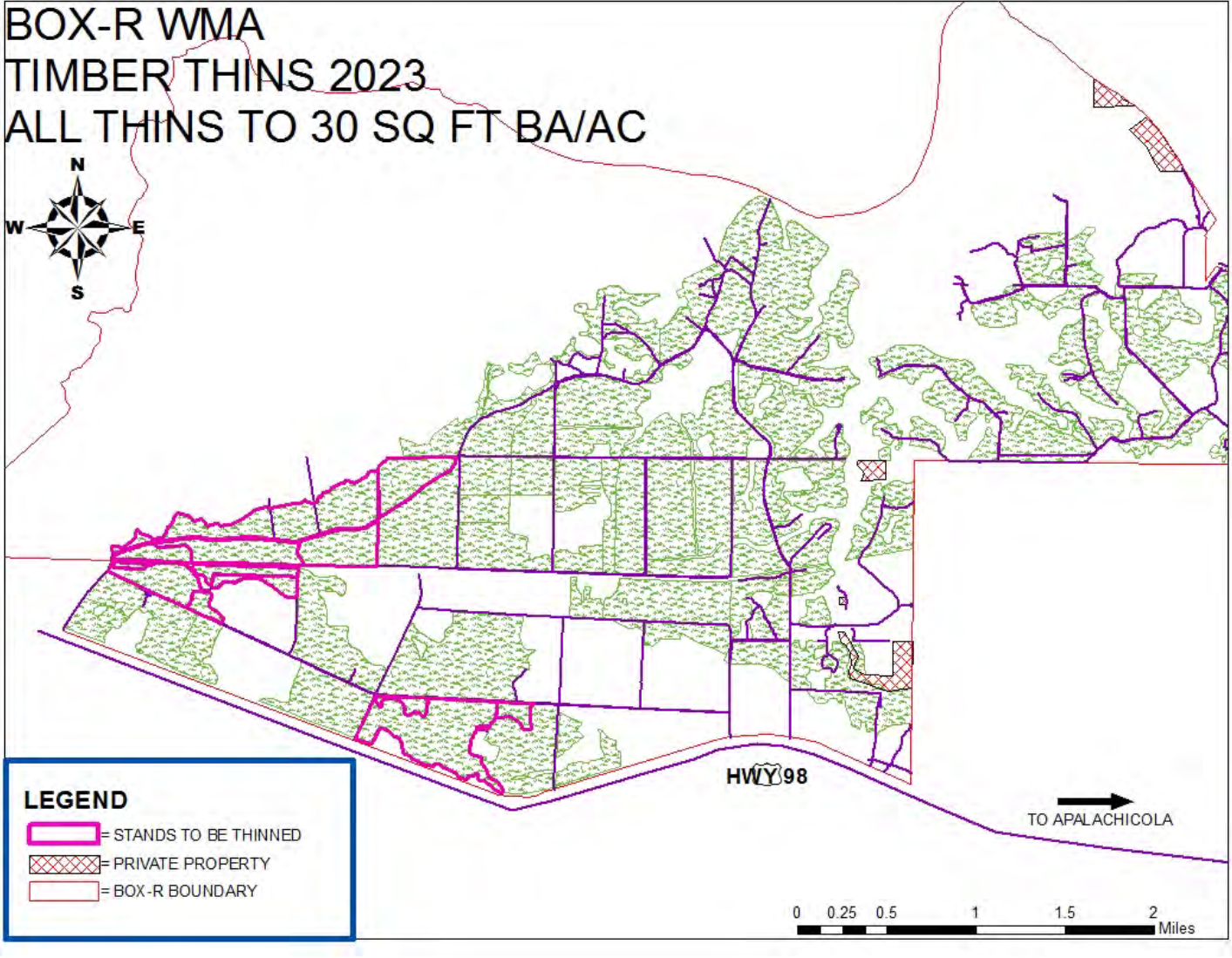
BOX-R WMA TIMBER THINS 2021 ALL THINS TO 30 SQ FT BA/AC



**BOX-R WMA
TIMBER THINS 2022
ALL THINS TO 30 SQ FT BA/AC**



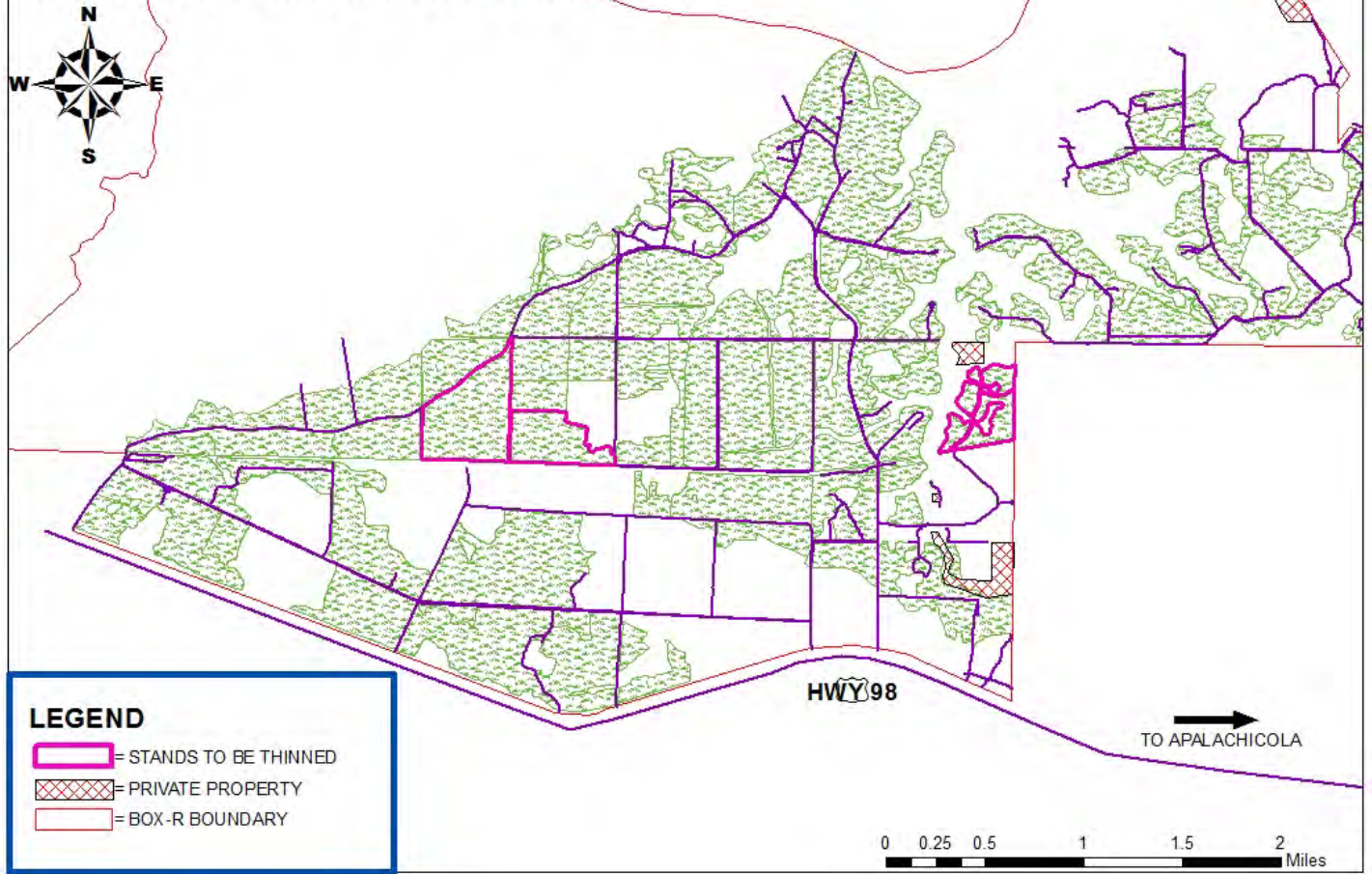
**BOX-R WMA
TIMBER THINS 2023
ALL THINS TO 30 SQ FT BA/AC**



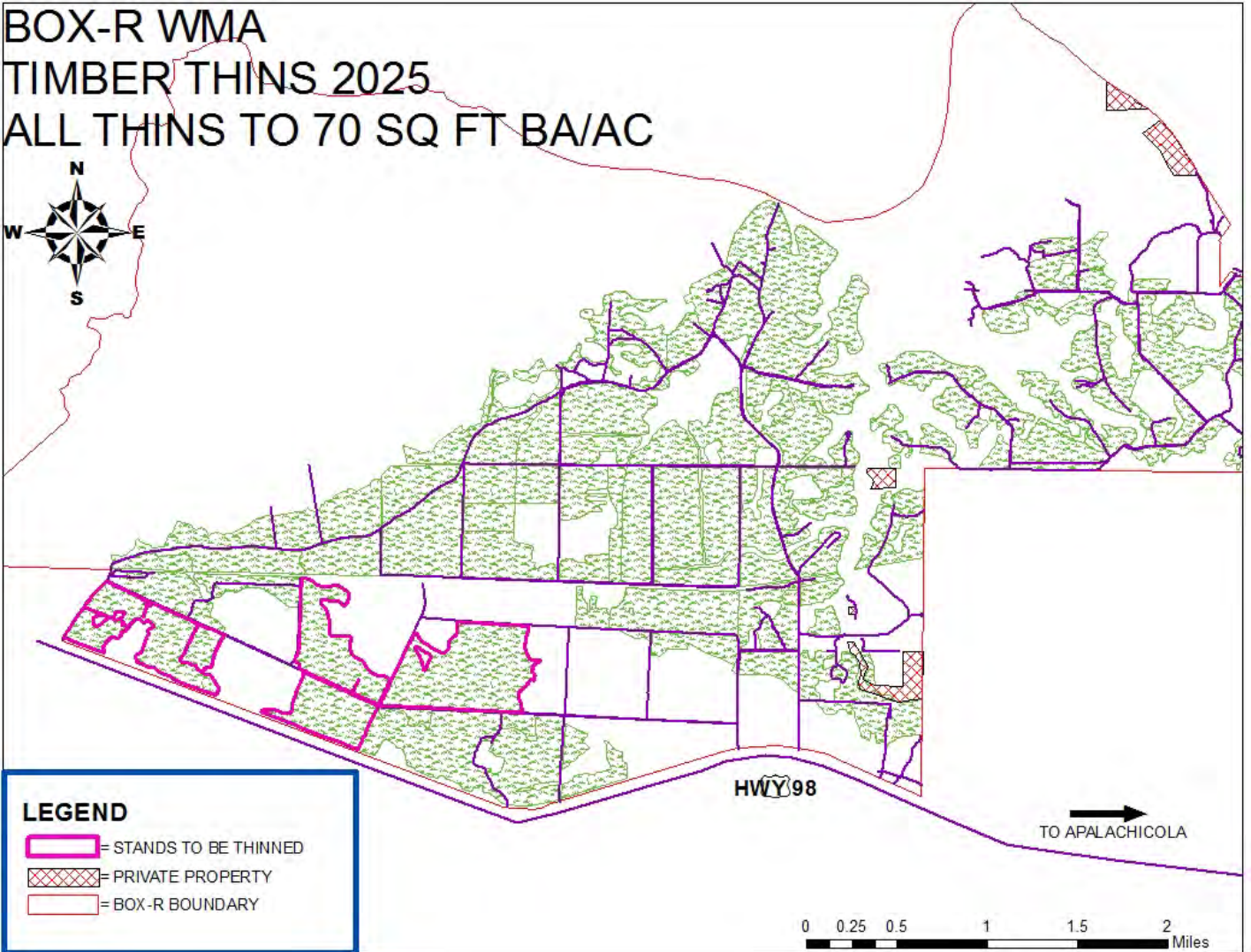
LEGEND

- = STANDS TO BE THINNED
- = PRIVATE PROPERTY
- = BOX-R BOUNDARY

**BOX-R WMA
TIMBER THINS 2024
ALL THINS TO 70 SQ FT BA/AC**



**BOX-R WMA
TIMBER THINS 2025
ALL THINS TO 70 SQ FT BA/AC**



PRICE SHEET

CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY.

Price quoted shall not contain any Federal or State sales or use taxes. The bidder recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such service. Quoted price shall include all necessary items to complete the project.

ALL ITEMS SHALL BE BID OR THE BID WILL BE REJECTED. THE BID WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE BIDDER THAT SUBMITS THE HIGHEST TOTAL PERCENTAGE. PURSUANT TO SECTIONS 287.057(1)(a)1. AND 287.057(1)(a)2., F.S., EACH CONTRACTOR SHALL SUPPLY A PRICE FOR EACH YEAR THAT A CONTRACT MAY BE RENEWED (SEE RENEWAL CLAUSE).

PERCENTAGE OF TIMBER SALES REVENUE REMITTED TO FWC DURING INITIAL 5 YEAR TERM: _____%

PERCENTAGE OF TIMBER SALES REVENUE REMITTED TO FWC FOR RENEWAL PERIOD OF 5 YEARS: _____%

BY SIGNING BELOW, I ATTEST THAT I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH THE SERVICE THE SERVICE AT THE PRICE QUOTED ABOVE. I HEREBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION.

Contractor: _____

Address: _____

Signed: _____

Print Name: _____

Title: _____

City/State/Zip: _____

Phone: _____

Fax: _____

EXHIBIT 1, ATTACHMENT 2

DRAFT CONTRACT FOR

Timber Sales Preparation and Administrative Contract – Box-R WMA

THIS CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida

32399-1600, hereafter “COMMISSION,” and (Contractor Name) whose address is (show Contractor address), hereafter “CONTRACTOR.”

NOW THEREFORE, the COMMISSION and the CONTRACTOR, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION AND PURPOSE.** This Contract is entered into pursuant to the COMMISSION’s Invitation to Bid (ITB), FWC 18/19-120 (Attachment A) and the CONTRACTOR’s response thereto (Attachment B), both attached hereto and made an integral part of this Contract. In the event of conflict between this Contract and Attachments A and B, the terms of this Contract shall govern. The term “Scope of Work” when used in this Contract shall include Attachments A and B. The purpose of this Contract and attachments is to provide for consultant services to administer the procurement of harvesting and accounting for timber sales for the Box-R Wildlife Management Area.

2. **PERFORMANCE.**

A. **Contractor Performance.** The Contractor shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects totally perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Contractor. Contractor shall immediately notify the Commission’s Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract pursuant to paragraph eight (08) Remedies, below, in the event Contractor’s ability to perform under this Contract becomes compromised.

B. **Contractor – Quarterly Minority and Service-Disabled Veteran Business Enterprise Report.**

Contractor shall provide a quarterly Minority and Service-Disabled Veteran Business Enterprise Report to the Commission’s Contract Manager, summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current quarter and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to the Commission’s Contract Manager. The Office of Supplier Diversity at (850)

487-0915 will assist in furnishing names of qualified minorities. The Commission's Minority Coordinator at (850) 488-3427 will assist with questions and answers.

C. Contractor Responsibilities. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

3. TERM.

A. Contract Period and Limited Obligation Period. This Contract shall begin upon execution by both Parties or [Click here to specify date](#). (whichever is later) and end XXXXXX, inclusive. The Commission shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.

B. Renewal – Competitive Procurement. If this Contract was competitively procured, the renewal price(s) must be set forth in the Contractor's response to the Commission's bid document. The renewal price(s) for this Contract are included in the Scope of Work. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

C. Renewal – Exceptional Purchase. If this Contract was procured by an exceptional purchase pursuant to Subsections 287.057(3)(a) or (3)(c), Florida Statutes (F.S.), it may not be renewed. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed for up to five (5) years, or for a total term not to exceed the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

D. Renewal Period. This Contract may be renewed for a period not to exceed five (5) years. If this contract was competitively procured, the renewal price(s) must be set forth in the Contractor's response to the Commission's bid document. The renewal price(s) for this Contract are included in the Scope of Work.

E. Extension. If this is a contract for contractual services, any extension of this contract as provided for in the Scope of Work shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

4. CONTRACTUAL PAYMENT SCHEDULE. The CONTRACTOR agrees to pay the FWC _____% of timber sales revenue on a monthly basis.

The CONTRACTOR shall establish a trust account where all timber sale revenues are deposited upon receipt from the Timber Buyer. The CONTRACTOR shall forward monthly revenue payments from the Trust Account to the Florida Fish and Wildlife Conservation COMMISSION, Accounting Services, PO Box 6150, Tallahassee, Florida, 32314. All revenue payments shall be accompanied by a copy of all load tickets, a Summary Statement showing revenue to FWC and revenue to the Contractor, along with a copy of the CONTRACTOR's (consultant) Trust Account Monthly Bank Statement, and a copy of each check submitted to FWC Accounting during the month. The CONTRACTOR shall submit the first monthly revenue within 15 days following the first monthly harvest of timber.

Detailed monthly statements of the following shall be forwarded with percentage of revenue payment due to the COMMISSION within 15 days following the end of each month:

- A. CONTRACTOR's trust account activities
- B. Summary of revenue remitted to FWC and revenue share kept by CONTRACTOR
- C. Audit documents sufficient to verify harvest volumes and corresponding payment, including copies of load tickets, and a copy of each check submitted to FWC Accounting and to the CONTRACTOR during the month
- D. A copy of the monthly bank statement for the trust account

The payment and all these back-up documents shall be forwarded by the CONTRACTOR to the FWC Accounting Services at the address listed above. In addition, one copy of each item A-D shall be mailed concurrently to the FWC Contract Manager at the address listed below:

FWC's Contract
Manager: Byron
Williams
HSC-WHM
Government Operations Consultant II
620 South Meridian
St. Tallahassee FL
32399 (850) 617-9510
Byron.Williams@MyFWC.com

5. CONTRACTOR'S RESPONSIBILITIES: In addition to the general provisions of this Contract and the Scope of Work, the CONTRACTOR shall have the following specific responsibilities:

5.1 **TIMBER SALE PLANNING AND MARKETING** – The CONTRACTOR shall be responsible for marketing and conducting all aspects of timber sale planning within the designated area. Tasks will include: delineation and inventory of sale blocks(s), description of products to be sold, estimation of stumpage value based on inventory of planned sale block(s), and preparation and execution of contract for each timber sale. The CONTRACTOR shall secure at least three valid bids for each timber sale and upon review and approval by the Contract Manager, enter into a sales contract with the timber buyer on behalf of FWC.

5.2 **TIMBER SALE ADMINISTRATION AND OVERSIGHT** – The CONTRACTOR shall be responsible for administering all aspects of timber harvests including: recommendations for improvements to the transportation systems, conduct pre-harvest conference, supervise harvest operations for compliance and wood security, administer settlements, and provide written evaluations and recommendations within 30 days of close-out. Logging inspection reports are to be provided to the Project Manager on a minimum biweekly basis, see attached form for items to include in reports.

5.3 **TIMBER SALE PREPARATION** – The CONTRACTOR shall mark the sale boundaries, cut or leave trees as appropriate, streamside management zones and those ecologically sensitive sites identified by the COMMISSION. CONTRACTOR shall document general pre-harvest conditions of access roads, gates, and other capital improvements that are subject to damage during harvest operations.

5.4 **TIMBER SALE PROSPECTUS** – The CONTRACTOR shall prepare a sale prospectus that includes technical specifications and contractual covenants that will be used as part of an Invitation to Bid for the planned sale(s). The Sale Prospectus shall be sent to the COMMISSION's Contract Manager for review and approval prior to advertising the sale. The sale prospectus shall include, but not limited to, the following:

- A. Identification of the State of Florida as timber owner
- B. Location of the timber by all four of the following methods: Map, legal description, directions and how sale boundaries will be marked.
- C. Description of timber/volume information, which must be either a general description, such as all timber within unit, or a specific description, such as how trees were measured (if applicable), estimated volume by species, diameter classes, or product classes, if appropriate.
- D. Type of bid – Identify the sale as a scaled, per unit or lump sum sale. Prepare bid sheet based on product categories/classes.
- E. Procedure allowing for prospective buyers to inspect sale area, including the time when an inspection may occur, access considerations, and coordination/contract procedures.
- F. Bid Sheet must include the following requirements for bidders:
 - Legal Identity of prospective bidders/timber buyers;
 - Requirements to verify adequate financial resources to perform the contract or the ability to obtain them;
 - Evidence of ability to perform the services within the contract term;
 - Satisfactory performance record on prior timber sale contracts;
 - Satisfactory record of integrity and business ethics;

- Evidence of ability to obtain equipment and resources suitable for logging the timber and for meeting the resources protection provisions of the contract;
- Evidence of qualifications and eligibility to receive an award under applicable laws and regulations; and
- Evidence that bidder has or will use crews that have completed the Florida Master Logger training program or have a comparable certificate of training and complies with training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative.

G. Provisions for payment including stipulations for down payment, any other applicable settlement requirements, routing procedures, and refund of performance bond upon satisfactory completion of harvest and conformance with contract requirements.

H. Provisions providing for the remittance of timber revenue from the buyer to a trust account, and provisions that specify permissible payment methods and routing procedures.

I. Limitations or special considerations including provisions for best management practices, harvesting deadline, access and equipment restrictions, times when loggers may not operate, leave trees, infrastructure maintenance and repair.

J. A provision for a bid binder requiring a security deposit of ten percent (10%) of the successful bidder's estimated sale value must be received with 72 hours of the acceptance of the bid and specifying that the bid binder will be in the form of a company check, with a letter from the banking institution the company check is drawn on certifying the amount of available funds. The bid binder check shall be made out to the Florida Fish and Wildlife Conservation Commission or the Project Administrator of the timber sale. The 10% bid binder shall be a credit towards any additional monies or advance payments due at closing.

Prior to execution of the contract by the successful bidder, in addition any advance payments, a cashier's check, money order or surety bond to serve as a performance bond of 10% of the estimated total bid amount is required from the successful bidder.

K. Conduct of the Bid Process – The CONTRACTOR shall perform all steps necessary to secure bids consistent with the developed sales program; the procedures will include, but are not limited to, scheduling, organizing and advertisement of pre-bid conference(s) for prospective timber buyers; and, serving as the primary point of contact for prospective bidders regarding all technical, fiscal and logistical aspects of planned sales and timber harvest operations.

L. Timber Sale Contract – The CONTRACTOR shall execute a formal contract with the timber buyer(s) specifying the responsibilities and expectations of all parties. Within Attachment A (Invitation to Bid) is a Contract Template that will be used as a guide by the CONTRACTOR when executing the sales agreement. The Contract Template includes state-required covenants that must be included in the final agreement with the buyer. The CONTRACTOR is expected to add language specific to the sale as needed to ensure successful completion and execution of the sale, harvest operations and payment procedures.

5.5 REGULATIONS – The CONTRACTOR shall abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and use of the Box-R WMA lands for outdoor recreational purposes as hereinafter provided, and the CONTRACTOR shall be responsible to the COMMISSION under this CONTRACT for its agents and employees so abiding by all such laws, rules and regulations.

6. **CONTRACTOR ELIGIBILITY AND COMPLIANCE WITH LAW.** The CONTRACTOR shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation, and shall provide evidence of such compliance to THE COMMISSION upon request. The CONTRACTOR shall procure all supplies; pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the CONTRACTOR warrants that it has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The CONTRACTOR shall comply with Chapter 287, F.S., and all other applicable laws, rules and ordinances.

Permitting for this project, if needed, is the responsibility of the Contractor. A copy of all permits shall be posted at the work site location at all times during the project. The Contractor is responsible for complying with all permit conditions and the Contractor shall pay any penalties arising from the Contractor's permit violations.

7. **DAMAGES TO STATE PROPERTY**

Any damages to state property (i.e. structures, roads, culverts, fences, trees, or other natural resources) caused by the Contractor while working on this project shall be the responsibility of the Contractor to remedy, as determined by the Commission. The Contractor shall be responsible for the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the Contractor shall immediately halt work and notify the Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

8. **TERMINATION.** This Contract shall terminate immediately upon the COMMISSION giving written notice to the CONTRACTOR in the event of fraud, willful misconduct, or breach of this Contract. The COMMISSION may terminate this Contract at any time with or without cause by a written notice by certified mail, return receipt requested, from the COMMISSION to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all work and services. Upon termination of this Contract, the CONTRACTOR shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

8.1 This Contract shall terminate or be terminated in the following ways. Upon termination of this Contract, the CONTRACTOR shall as of the effective date of termination vacate the Property and remove any and all personal property.

A. This Contract shall terminate immediately upon the COMMISSION giving written notice to the CONTRACTOR in the event of breach of this Contract, fraud, or willful misconduct.

B. This Contract shall terminate, automatically, 30 days after the CONTRACTOR's receipt of notice of termination from COMMISSION for failure to perform any of the CONTRACTOR's obligations under this Contract.

C. Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the COMMISSION, the CONTRACTOR may be given a reasonable time, determined by the sole discretion of COMMISSION, to remove equipment, etc.

D. This Contract shall terminate immediately upon arrest of the CONTRACTOR for any violation of WMA regulations or State of Florida statues regarding wildlife, including violation of any Rules and Regulations pertaining to the Box-R WMA.

8.1.1 REMOVAL OF PERSONAL PROPERTY – The CONTRACTOR shall be escorted while upon the property for removal of all personal property, and equipment belonging to the CONTRACTOR, by appointment, within 7 days of termination. Continued occupancy of the premises after termination of the Contract shall constitute trespassing by the CONTRACTOR and may be prosecuted as such. In addition, the CONTRACTOR shall pay the COMMISSION \$100 per day as liquidated damages for such trespassing and holding over. If CONTRACTOR-owned property is not removed within 30 days of termination, then the property will be dismantled and disposed of by the COMMISSION at the CONTRACTOR's expense.

8.2 LATE FEE – Should the CONTRACTOR fail to make the monthly revenue CONTRACT payment, CONTRACTOR shall be charged interest at the rate of one and one-half percent (1 ½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of payment until paid. Any court costs and attorney's fees required to collect the past due CONTRACT payments will be at the expense of the CONTRACTOR.

8.3 REQUIRED AUTHORIZATIONS:

A. The CONTRACTOR shall seek written authorization for the placement of any buildings or other improvements on said property. All improvements shall remain the property of the COMMISSION at the termination of expiration of this Contract, unless otherwise released back to the CONTRACTOR for removal, at the sole discretion of the COMMISSION.

B. The CONTRACTOR may subcontract as necessary to perform the service, provided that the subcontract has been approved in writing by the COMMISSION prior to its execution. It is understood by the CONTRACTOR that it is liable for the subcontractor's performance under any subcontract, and that the CONTRACTOR shall be solely responsible for any payments under this Contract, and any payments due under any subcontracts.

9. TAXES. The CONTRACTOR recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

10. NOTICES. Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

COMMISSION Contract Manager

Byron Williams
Here) HSC-WHM
Government Operations Consultant II
620 South Meridian
St. Tallahassee FL
32399
(850) 617-9510

CONTRACTOR

(Information for Contractor)

11. **AMENDMENT.** No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Contract (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual agreement of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the CONTRACTOR's cost or the term of the Contract shall require a formal amendment.

12. **FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM**

Contractor Federal Certification. In accordance with federal Executive Order 12549, Debarment and Suspension, Contractor shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

Contractor Commission Certification. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of Attachment B, "Certifications and Assurances." This includes the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

13. **RELATIONSHIP OF THE PARTIES.**

A. **Independent Contractor.** The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

B. **Contractor Training Qualifications.** Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification.

C. **Commission Security.** All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

D. **Commission Rights to Assign or Transfer.** Contractor agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida, upon giving prior written notice to Contractor.

E. Commission Rights to Undertake or Award Supplemental Contracts. Contractor agrees that the Commission may undertake or award supplemental contracts for work related to the Contract. Contractor and its subcontractors shall cooperate with such other contractors and the Commission in all such cases.

14. INSURANCE.

A. Reasonably Associated Insurance. During the term of the Contract, Contractor, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor, and failure to maintain such coverage may void the Contract. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

B. Workers Compensation. To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

C. General Liability Insurance. By execution of this Contract, unless Contractor is a state agency or subdivision as defined by Subsection 768.28(2), F.S. or unless otherwise provided for in the Scope of Work, Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Contract. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

D. Insurance Required for Performance. During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work.

E. Written Verification of Insurance. Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) days of the effective date of the Contract, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage.

F. Commission Not Responsible for Insurance Deductible. The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

15. FAMILIARITY WITH LAWS

The Contractor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

16. PUBLIC RECORDS.

A. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

B. Pursuant to Section 119.0701, F.S., the Contractor shall comply with the following:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Commission in order to perform the service.
- ii. Provide the public with access to public records on the same terms and conditions that the Commission would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. Meet all requirements for retaining public records and transfer, at no cost, to the Commission all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format

17. RECORD KEEPING REQUIREMENTS.

A. Contractor Responsibilities. The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records. The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract.

Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.

E. Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov.

Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

18. INDEMNIFICATION.

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from

suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

19. NON-DISCRIMINATION.

A. Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

B. Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

20. PROHIBITION OF DISCRIMINATORY VENDORS. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

21. PUBLIC ENTITY CRIMES.

A. Convicted Vendor List. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime 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 Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

B. Notice of Conviction of Public Entity Crime. Any person must notify the Department of Management Services and the Commission within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. Certifications and Assurances. Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the Commission's Contract Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto and incorporated as Attachment B. This includes the Certification Regarding Public Entity Crimes.

22. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with federal Executive Order 96-236, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Contract if the Contractor knowingly employs unauthorized aliens.

23. EMPLOYMENT ELIGIBILITY VERIFICATION

Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Enrollment in E-Verify. If Contractor does not have an E-Verify MOU in effect, the Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

E-Verify Recordkeeping. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the Commission may treat a failure to comply as a material breach of the Contract.

24. CONTRACT RELATED PROCUREMENT

PRIDE. In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org>.

Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection [413.035](#)(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

Procurement of Recycled Products or Materials. Contractor agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

25. NON-ASSIGNMENT. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the COMMISSION. Any such assignment or attempted assignment shall be null and void.

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

27. PAYMENT OF FUNDS

Timber revenue and all other settlements shall be directed to a trust account owned by the Contractor and established and designated exclusively for this project and its associated timber sale(s). Gross revenue from the sale(s), less the Contractor's awarded and contracted percentage, shall be remitted to FWC no less frequently than monthly according to payment methods and routing procedures provided in the Scope of Work.

28. OWNERSHIP OF DOCUMENTS/DATA/REPORTS/RESEARCH/SURVEYS ETC.

The Contractor hereby agrees that all documents (data, reports, research, surveys, etc.) in hard copy or electronic that are collected or used for this project are the sole property of the Commission.

The Contractor also hereby agrees to unconditionally transfer and assign to the Commission all copyright claims, trade secrets or other proprietary rights with respect to such documents. Upon request by the Commission at any time during and for 5 years after the expiration of this agreement, Contractor shall immediately deliver, transfer, and transmit to the Commission all originals and all copies of said documents and materials referenced herein.

29. INTELLECTUAL PROPERTY RIGHTS

Contractor's Preexisting Intellectual Property (Proprietary) Rights. Unless specifically addressed otherwise in the Scope of Work, intellectual property rights to the Contractor's preexisting property will remain with the Contractor. Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor.

Proceeds Related to Intellectual Property Rights. Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable state statute.

Commission Intellectual Property Rights. Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

30. CONFIDENTIALITY/PUBLIC RECORDS LAW

Bidders are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records; see, for example, section 119.07 of the Florida Statutes. If a Bidder believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Bidder shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or 30 days after bid opening, whichever is earlier, the Commission receives a public records request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. The Commission will endeavor to provide notice to the Bidder of all public records requests received related to documents provided by the Bidder that were

marked pursuant to this paragraph. In no event shall the Bidder hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

31. COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination.

32. PROHIBITION AGAINST LOBBYING

The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

33. REMEDIES.

A. Financial Consequences. In accordance with Section 287.058(1)(h), F.S., the Scope of Work, contains clearly defined deliverables. If Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from Contractor's payment. The Commission shall apply any additional financial consequences identified in the Scope of Work.

B. Cumulative Remedies. The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Contract.

34. SEVERABILITY AND CHOICE OF VENUE.

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this

Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

35. NO THIRD PARTY RIGHTS.

The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

36. JURY TRIAL WAIVER.

As part of the consideration for this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of quantum meruit.

37. ENTIRE AGREEMENT.

This Contract with all incorporated attachments and exhibits represents the entire Contract of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail;

this contract and its attachments, the terms of the solicitation and the contractor's response to the solicitation.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

(NAME OF CONTRACTOR) FLORIDA FISH AND
WILDLIFE CONSERVATION COMMISSION

Name: _____
(Name and title)

Title: _____

Date: _____

Date: _____

Approved as to form and legality

FWC Attorney

Date: _____

ITB # 18/19-120- EXHIBIT 1, ATTACHMENT 3

Contract # _____

TEMPLATE FOR TIMBER SALES CONTRACT

2018 Box-R WMA TIMBER SALE CONTRACT

This Timber Sale Contract is made this _____ day of _____, _____, between _____ (name of FWC Forestry Consultant) _____, at _____, _____, hereinafter called PROJECT ADMINISTRATOR, and _____ (Name of Harvester) _____, hereinafter called CONTRACTOR. Project Administrator and CONTRACTOR hereby agree to the provisions set forth below.

WHEREAS, the Florida Fish and Wildlife Conservation Commission has granted the PROJECT ADMINISTRATOR, the exclusive privilege of managing and administering the Timber Sales to be conducted on the Box-R WMA in Franklin County Florida, and

WHEREAS, such services will require the PROJECT ADMINISTRATOR to procure the harvesting services of _____ CONTRACTOR _____ to cut such timber as specified in this Contract, and involves certain risks of liability and performance, and

WHEREAS, for and in consideration of the promises and provisions hereinafter contained, PROJECT ADMINISTRATOR agrees to sell and permit CONTRACTOR to harvest and CONTRACTOR agrees to purchase, harvest and remove such cut timber specified in this Agreement, subject to the Agreement provisions hereof.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is agreed by the parties hereto as follows:

1. Entire Document

Invitation to Bid No. FWC 18/19-120, technical specifications, Exhibit maps, all addenda issued prior to the execution of this Contract, the bid submitted by the CONTRACTOR, and all modifications issued subsequent thereto are hereby incorporated by reference into this Contract. These documents are part of this Contract as if attached to this Contract, whether or not they are actually attached. In the event of conflict among documents, the language of this Timber Sale Contract shall prevail.

2. Term

This Timber Sale Contract shall commence upon execution and shall end _____. Extensions will be considered only when Acts of God or other extreme contingencies beyond the control of the CONTRACTOR prevent this time schedule from being followed. The granting of extensions of time shall be the sole discretion of the PROJECT ADMINISTRATOR. Requests for extension must be made by CONTRACTOR, in writing, at least fifteen (15) days prior to the contract terminations with the reasons for the request stated therein. Under no circumstances shall extensions be granted to extend beyond the terms of the contract # _____ between FWC and PROJECT ADMINISTRATOR.

3. Description of Work

A. This sale shall be known as the _____.

B. This sale area of _____ acres more or less, within STATE OF FLORIDA lands, is located in the following area and consists of the following approximate acreage:

<u>Unit Name</u>	<u>County</u>	<u>Acres</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
Franklin					

TOTAL

XX

X

4. Technical Specifications

A. CONTRACTOR hereby agrees to conduct harvesting operations to cut and remove all timber as delineated in Section 3, and designated at the sale unit locations listed below:

<u>Unit Name</u>	<u>County</u>	<u>Acres</u>	<u>Species to Harvest</u>	<u>Harvest Method</u>
	Franklin		Slash Pine	
	Franklin		Loblolly Pine	
	TOTAL	XXX		

B. Designated pine species for removal consist of LOBLOLLY PINE and SLASH PINE. No other species of pine is to be harvested. The CONTRACTOR must exercise care to prevent and minimize damage to all leave trees in thinning areas and non-designated trees in the sale areas. Special care must be given to prevent any damage to residual pine trees, saplings, and seedlings. The PROJECT ADMINISTRATOR may include additional, site-specific measures required to prevent resource damage or loss.

C. The CONTRACTOR must not harvest or damage trees which have been identified by posted signs are used as survey monuments or those that designate STATE of FLORIDA property boundaries. The PROJECT ADMINISTRATOR should detail how sale area is delineated and take rows and trees are marked.

D. The CONTRACTOR shall conduct harvesting operations according to the schedule listed

below:

<u>Unit Name</u>	<u>County</u>	<u>Acres</u>	<u>Required Completion Date</u>
			Within xx Months from Contract Execution
	TOTAL		

E. CONTRACTOR or his representative agrees to have a conference with PROJECT ADMINISTRATOR's Project Manager, Point of Contact's Name, or his representative before harvesting begins. This meeting will be held to discuss logging plans, roads to be used for hauling, etc.

F. Stumps shall be no higher than six inches (6") above the ground except where otherwise authorized by the Project Manager or his representative.

G. Title to all designated trees left standing and all portions of trees felled but not utilized prior to the expiration of this Contract, or any extensions thereof, shall remain with the STATE of FLORIDA.

H. All other timber in the Contract area not designated in accordance with Section 4 is excluded from this sale. All the dead stump wood and lightwood in the Contract area is also excluded from this sale.

I. The designated timber shall be cut and utilized with the following minimum dimensions: Pine pulpwood shall be all trees with a D.B.H. of 4.6" and greater containing at least 16' of merchantable length to a 2.5" top diameter. Pine chip-n-saw shall be all trees with a 9" butt diameter to a 5" top, containing at least 16' of merchantable length. Where market conditions permit, PROJECT ADMINISTRATOR may also establish other timber product classes and corresponding dimensions.

J. No tops, limbs or butts shall be left within three feet (3') of living trees (leave trees). All "lodged" trees shall be freed and removed the same day such "lodging" occurs.

K. Due care shall be exercised against starting and spreading fires during the cutting operations by CONTRACTOR and/or his employees. CONTRACTOR shall be held liable for all damages caused by such fires.

L. Logging equipment shall be thoroughly cleaned of all vegetative debris before entering or re-entering the area to reduce the spread of invasive exotic vegetation. The Project Manager or his representative reserves the right to inspect equipment prior to its use on the area.

M. All utility lines, ditches and fences located within or immediately outside the exterior boundaries of the sale area shall be protected from damage by logging operations; and if damaged, immediate repairs shall be made by and at the expense of CONTRACTOR. The Project Manager or his representative may require CONTRACTOR to move fences from one location to another without compensation, if in the Project Manager's or his representatives' judgment that fence movement is necessary to avoid risk or damage from logging operations.

N. The Project Manager or his representative shall designate the location of all loading ramps. Loading of log trucks is not permitted on paved or graded roads. PROJECT ADMINISTRATOR reserves the right to designate location of skid trails. All skid roads shall be located to avoid damage to residual trees, reproduction, soil, streams and lakes, and shall be prohibited from sensitive areas. The Project Manager or his representative will inspect each sale unit location to identify and determine any sensitive areas that may be excluded as a skid trail.

O. Skidding trees down roads, trails, and fire lines is prohibited. Also, these areas will be kept free of logs, tops, brush, and debris resulting from CONTRACTOR'S operations hereunder, and any road, trail, or firebreak used by CONTRACTOR and/or his employees' in connection with this sale shall be repaired promptly by him at his expense to its original condition as determined by the PROJECT ADMINISTRATOR. Normal road wear will be acceptable. PROJECT ADMINISTRATOR retains the right to close down timber sale operations either resulting from inclement weather or normal conditions if logging damage to roads or to the sale area is deemed by the Project Manager or his representative to be too severe.

P. CONTRACTOR shall guard the gates used by him in his operations hereunder, in any fences enclosing pasture lands, at all times when such gates are open and used by CONTRACTOR to prevent any cattle, horses, or other animals from passing through them, and shall close such gates after using them.

Q. When CONTRACTOR deems it necessary to mark any trees in this sale for product designation or any other purpose, he will not use the same color of flagging and/or paint as that used by PROJECT ADMINISTRATOR.

R. Standing timber not included in the designated timber sale unit locations under the terms of
this

Contract will not be used in any manner to facilitate the CONTRACTOR'S logging operations.

S. The decision of PROJECT ADMINISTRATOR shall be final in the interpretation of the regulations and provisions governing the sale, cutting and removal of timber covered by this Contract.

T. All operations on the sale area may be suspended by the Project Manager or his representative after written notice has been served on CONTRACTOR if the conditions and requirements contained in this Contract are disregarded. Failure to comply with any of said conditions and requirements shall be sufficient cause for termination of this Contract.

U. The CONTRACTOR shall be responsible for ensuring that no piles of logging debris (tops, limbs, stumps, butts, etc.) are left in any of the logging areas or loading ramps. Logging debris shall be scattered throughout the sale areas, but shall not: be left in piles or large concentrations in any particular area; be left along the edges of stands; blocking roadways; or be piled close to remaining trees.

5.

Subcontracts

The CONTRACTOR shall not subcontract, assign, or transfer any work under this Contract without the written consent of the PROJECT ADMINISTRATOR. Any subcontractors that may be employed by the CONTRACTOR and approved by the PROJECT ADMINISTRATOR to perform loblolly and slash pine harvesting operations must also adhere to all provisions of this Contract.

6. Other Rights and Responsibilities

A. The right of ingress and egress is hereby granted to CONTRACTOR for the duration of this Contract. The PROJECT ADMINISTRATOR reserves the right to regulate or prohibit ingress and egress and designate or approve the location of any new roads across and upon unit locations designated by the PROJECT ADMINISTRATOR.

B. CONTRACTOR shall be responsible for seeing that the logging area, particularly around loading ramps, shall be free from any litter, such as oil, cans, drums, paper and other refuse. If such refuse is not disposed of during the process of the logging operation, it will be the responsibility of said CONTRACTOR to see that the area is cleaned up upon completion of logging.

C. CONTRACTOR, in the exercise of the rights herein granted, shall not in any way interfere with the use by PROJECT ADMINISTRATOR of said land or with the use by other lessees, licensees, contractors or agents of PROJECT ADMINISTRATOR of any portion of said land under rights heretofore or hereafter granted to them by PROJECT ADMINISTRATOR. This Contract is subject to any such rights and to such easements as may exist over, upon or across the lands described herein.

7. Termination of Contract

A. PROJECT ADMINISTRATOR or its designated representatives will decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this Contract. PROJECT ADMINISTRATOR's decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties hereto. This section does not preclude any party from seeking relief by filing a petition for administrative hearing pursuant to Chapter 120, Florida Statutes.

B. If the CONTRACTOR shall fail to fulfill its obligations in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, Contracts, or stipulations of this Contract, PROJECT ADMINISTRATOR shall have the right to terminate this Contract. This right to terminate will be exercised by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. The CONTRACTOR shall not be relieved of liability to PROJECT

ADMINISTRATOR for damages sustained by FWC because of any breach of the contract, and PROJECT ADMINISTRATOR may deduct the amount of damages due to such breach from the Performance Bond, without prejudice to any other rights CONTRACTOR may have as a result of such breach, including but not limited to the right to consequential or incidental damages.

C. The PROJECT ADMINISTRATOR may cancel this Contract for refusal by the CONTRACTOR to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes.

8. Indemnification

CONTRACTOR agrees to assume full responsibility and be liable for all damages to persons or property incurred in or resulting from the harvesting of timber; and CONTRACTOR agrees further, by acceptance of the award of this Contract, to release, acquit, indemnify, save and hold harmless the STATE OF FLORIDA, PROJECT ADMINISTRATOR, its officers, agents, and representatives from any and all claims, loss, damage, injury and liability, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with the work to be performed under this Contract.

9. Other Legal Requirements

It shall be the responsibility of the CONTRACTOR to comply with all local, state and federal regulations. This includes, but is not limited to, adherence to environmental constraints, the acquisition of all permits and licenses necessary for the conduct of the business, and compliance with all laws governing the responsibility of an employer with respect to persons it employs. All required permits and licenses must be obtained and presented to the PROJECT ADMINISTRATOR prior to commencement of any operation by the CONTRACTOR.

10. Method of Payments

A. CONTRACTOR agrees to harvest and remove timber included in this Contract in strict accordance with all conditions and requirements contained herein.

B. CONTRACTOR agrees to pay \$ xx.xx per ton for all pine pulpwood and \$ xx.xx per ton for all pine chip-n-saw to be harvested as described in SECTION 4. The PROJECT ADMINISTRATOR may include other scaled sale products and prices as appropriate per bid award. CONTRACTOR will submit weight scale tickets, a daily logging diary (Attachment C), and payment to PROJECT ADMINISTRATOR on a weekly basis, while the logging operation is in progress. The PROJECT ADMINISTRATOR to include acceptable payment methods and/or routing procedures for deposit of funds into trust account. Payment will be based on the total net weight for all scale tickets for all timber removed within a calendar week. A dated weight scale ticket from a state certified scale, which includes, gross, tare, and net weights must be presented for each load removed from the site and appearing on the logging diary. The logging diary will be inspected and verified by PROJECT ADMINISTRATOR staff throughout the logging operation. Weekly payments, scale tickets, and diaries are due to PROJECT ADMINISTRATOR. No deductions will be allowed on scale tickets without approval in advance from PROJECT ADMINISTRATOR.

Upon Contract execution, CONTRACTOR shall furnish a Cashier's Check, Money Order or Surety Bond to serve as a Performance Bond, in the amount ten (10) percent of the estimated total bid amount, the receipt of which is hereby acknowledged. The Performance Bond shall be returned to CONTRACTOR at the termination of this Contract provided all of its terms have been complied with to the satisfaction of PROJECT ADMINISTRATOR. This Performance Bond, furnished by CONTRACTOR, shall provide protection to PROJECT ADMINISTRATOR and the STATE OF FLORIDA.

If a Surety Bond is provided by CONTRACTOR, it shall include a provision whereby the surety company waives notice of any alteration to this Contract or extension of time made by PROJECT

ADMINISTRATOR. The bond will remain in force beyond the initial period of the Contract in accordance with any extension granted by PROJECT ADMINISTRATOR.

C. All monies deposited under this Contract shall, upon failure of CONTRACTOR to fulfill all conditions and requirements herein set forth or made a part hereof, be retained by PROJECT ADMINISTRATOR to be applied to the satisfaction of CONTRACTOR'S obligation hereunder.

D. Title to all timber included in this Contract shall remain with the STATE of FLORIDA until it has been paid for.

11. Penalties

A. Undesignated live or dead trees which are cut or otherwise injured by CONTRACTOR'S operations shall be paid for by the CONTRACTOR at triple stumpage, based on a stump cruise by PROJECT ADMINISTRATOR, provided such payment shall not release CONTRACTOR from liability for any damage accruing to the STATE of FLORIDA, other than for value of said trees. Triple stumpage is based on the selling price for this timber sale, as determined by PROJECT ADMINISTRATOR. The Project Manager or his representative will be the sole authority in determining the extent of trees qualifying as injured by CONTRACTOR.

B. The Timber Sale Project Manager or his representative may, at their discretion, waive accidental damage to small amounts of excluded timber as that designated, flagged, marked or unmarked with paint, and/or tagged, and described in this Contract.

C. All telephone lines, ditches, fences, roads, trails, firelines, culverts, gates, road signs and other improvements shall be protected from damage by the CONTRACTOR'S activities. The determination of damage shall be made in the sole discretion of PROJECT ADMINISTRATOR, and the cost of any repair of such damage shall be deducted from the Performance Bond held by PROJECT ADMINISTRATOR.

D. CONTRACTOR shall notify PROJECT ADMINISTRATOR at least two (2) working days prior to the completion of each harvest unit location so that a harvest compliance inspection can be conducted.

12. Inspection and Value

The CONTRACTOR certifies that, in signing this Contract, it has diligently inspected the sale unit locations and forest products which are subject to this Contract and has informed and satisfied itself as to their quantity, quality, and specification as shown in the Invitation to Bid and value as to which the PROJECT ADMINISTRATOR or STATE of FLORIDA make no representation.

13. Environmental Laws and Regulations

The Contractor must adhere to and implement all Federal, State, and local environmental laws and regulations as well as any applicable best management practices (BMP's) for silvicultural operations as outlined in the latest version (2008) of the Florida Silviculture Best Management Practices Manual. The Contractor is responsible for securing any forestry authorizations that may be required under Chapter 40A-44, Florida Administrative Code, and/or any other local, state, or federal permit or authorization that may be required to conduct the harvest and timber removal operations.

14.

Amendments

This Contract and the documents referenced herein embody the entire Contract of the parties. This Contract shall supersede all previous communications, representations or Contracts, either oral or written, between the parties hereto. Amendments to this Contract must be made in writing and executed by both parties.

15.

Insurance

CONTRACTOR agrees to provide copies of its current comprehensive general liability insurance policy and automobile liability policy, covering the operations under this Contract, to the PROJECT ADMINISTRATOR AT THE TIME THIS Contract is executed by the CONTRACTOR. Limits of liability for bodily injury and property damage will be \$200,000 each occurrence. Such insurance policy shall name the Florida Fish and Wildlife Conservation COMMISSION, Division of Habitat and Species Conservation, and the Board of Trustees of the Internal Improvement Trust Fund as additional insured parties.

16. Workers Compensation

The CONTRACTOR shall comply with all laws pertaining to Workers' Compensation Insurance. No operations under this Contract shall begin prior to compliance with this paragraph. Compliance with the foregoing shall not relieve the CONTRACTOR of its liability under this section or under any other portion of this timber harvest Contract.

17. Records Maintenance and Inspection

The CONTRACTOR agrees to establish and maintain records as may be prescribed by the PROJECT ADMINISTRATOR in the future to provide evidence that all terms of this timber harvest Contract have been and are being observed. The PROJECT ADMINISTRATOR shall have the right and authority to audit all records, documents, and books pertaining to the Box-R WMA Timber Harvest operation. Such audit will be conducted at locations and at a frequency determined by the PROJECT ADMINISTRATOR and communicated to the CONTRACTOR. CONTRACTOR agrees to provide materials for the audit at the designated place within fifteen (15) days after the PROJECT ADMINISTRATOR notice is received.

18. Non-Discrimination

The CONTRACTOR is prohibited from discrimination on the basis of race, color, national origin, age or handicap. The CONTRACTOR agrees not to discriminate, in the providing of services to the public or through its employment practices on the basis of race, color, national origin, age or handicap.

19. Illegal Consideration

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

20. Inspection Rights

CONTRACTOR agrees that the Box-R WMA timber may be inspected at any time by authorized representatives of the PROJECT ADMINISTRATOR, STATE OF FLORIDA authorized employees or representatives including the Florida Fish and Wildlife and Conservation Commission, the Florida Department of Agriculture and Consumer Services, or by any other state, county or municipal officer or agency having responsibilities for inspection of such activity or operations. The CONTRACTOR agrees to undertake immediately the correction of any deficiency cited by such inspectors related to the timber harvest. The PROJECT ADMINISTRATOR reserves the right to allow prospective bidders to inspect the timber,

during reasonable hours, in connection with submitting offers to harvest timber for the succeeding contract period. The PROJECT ADMINISTRATOR further reserves the right for any succeeding

CONTRACTOR to enter the area for the purpose of preparatory work for the ensuing harvest²¹.

Omission or Delay in Action

No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power, or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

22. Venue

This timber harvest Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Any action hereon or in connection herewith shall be brought forth in Leon County, Florida. In connection with any litigation arising out of this timber harvest contract, the prevailing party shall be entitled to the recovery of its costs and a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date first above written.

CONTRACTOR'S NAME

By: _____

Print Name: _____

Print Title: _____

Date: _____

PROJECT ADMINISTRATOR NAME

By: _____

Print Name: _____

Print Title: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____, _____

My Commission Expires: _____

DAILY LOGGING DIARY

CONTRACTOR: _____

UNIT NAME: _____

WEEK ENDING: _____

Load #	Tag #	Mill Ticket #	Date	Time	Pine Pulpwood	Pine Cantor	Pine Chip-n-Saw	Pine Sawtimber	Pine Plylogs	Small Poles	Large Poles	Hdwd Pulpwood	Cypress Mulch	Hdwd Sawtimber	Hdwd Palletwood	Destination

ATTACHEMENT 4



Logging Inspection Report

Project # _____ _____ _____ _____ _____ _____ _____ _____	Inspection Date _____ _____ _____ _____ _____ _____ _____ _____
--	--

Yes No +/- _____ % Complete
Ending TPA _____

YES NO

Harvest Type: Clearcut Marked Thinning Operator Select Thinning Other _____
 Sale Type: Lump Sum Per Unit By Product Per Unit Composite Retained Economic Interest

Logging Practices

	N/A	No	Yes		N/A	No	Yes
Roads				Trash			
Rutted?				Oil or grease containers left behind?			
Need broad-based dips or wing ditches?				Lunch trash (paper, cans, etc.) left?			
Need new culvert shoulders stabilized?				Tires left on site?			
Need gravel at paved road entrance?				SMZ's			
Harvesting				Cut too heavily?			
Stump height too high?				Trees/tops left in stream bed?			
Poor product separation?				Residual trees damaged by logging?			
Are residual trees being damaged?				Streams crossed at right angles/properly?			
Have marked trees been left uncut?				Streams crossed excessively?			
Desired BA too high/low (thinning)?				Stream crossings need stabilization?			
Have drags of wood been left?				Documentation			
Steep skid trails need water bars?				Any problems with wood security form?			
Logging Ramps				Wood security forms collected from logger?			
Are they excessive?				Need to issue additional load ID tags?			
Is there too much wood left in them?				Request release of performance bond?			
Need to be cleaned and seeded?				Any 'buyer/seller' contract violations?			
Other				Additional BMP info needed for owner?			
Have gates, fences, etc. been damaged?				Is the logger Master Logger certified?			
				Final BMP Inspection Form to John Godbee?			
Green Tags Issued				Wood Accountability Forms Issued			

Comments:

Hazardous Spills National Response Center Phone Number: (800) 424-8802

Report any spills that cause a sheen on the water or pose significant environmental risk. See ATF Policies for details.

This report sent to: Owner Purchaser File Other _____

Attach a map to this form if needed to show areas of logging or inspection.

SAMPLE

ELIGIBILITY REQUIREMENT

Work pursuant to this contract shall be completed by, or under the supervision of, a professional forester certified through the Society of American Foresters (SAF) and/or who are current and valid members of the Association of Consulting Foresters (ACF). The name of the certified forester or ACF member shall be provided below and a copy of his/her certification or membership document shall be submitted with the bid package.

NAME OF CERTIFIED FORESTER: _____.

COPY OF CERTIFICATION ENCLOSED (Y/N): _____.

VENDOR NAME

AUTHORIZED SIGNATURE

FWC 18/19-120

ATTACHMENT B

SITE VISIT MANDATORY ATTESTATION-INDIVIDUAL BIDDER ATTENDANCE

The undersigned, having visited the sites associated with the specifications contained herein attest to the following:

“We have examined the sites associated with the specifications contained herein and have familiarized ourselves with the site(s), site conditions, and have examined carefully the extent of the work needed.”

BIDDER NAME

AUTHORIZED SIGNATURE

Date

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ATTACHMENT C

IDENTICAL TIE BIDS / DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two (2) or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
- 4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR NAME

AUTHORIZED SIGNATURE