

BOARD OF COUNTY COMMISSIONERS  
COLUMBIA COUNTY, FLORIDA  
INFORMATION TO BIDDERS BID NO. 2009-K

The Board of County Commissioners will receive sealed bids in the office of Commissioners, 135 NE Hernando Avenue, Post Office Box 1529, Lake City, FL 32056-1529, (386) 719-2028, until 2:00 P.M. on May 27, 2009 for the following:

Timber Sale.

Bids will be publicly opened and read in the Commissioner office at 2:00 P.M. on May 27, 2009 or as soon thereafter as practical. Bidders are fully responsible for the delivery of the bids. Bids may be withdrawn at any time prior to the bid opening. Late bids will not be accepted and will be returned to the bidder, unopened. Telegraph and telephone bids will not be accepted under any circumstances.

The County shall reserve the right to reject any and all bids.

The bidder is required to use the "Bid Form" attached and hereto, which attached to the "Information to Bidders" and "Specifications" shall remain intact. Any variation from these minimum specification must be clearly stated on a separate sheet and attached to the "Bid Form" Only one bid form set will be furnished each company or corporation interested in bidding. The one complete bid form set is to be submitted in a sealed envelope, on the outside of which shall be marked "**Sealed Bid For Timber Sale**" and the name and address of the firm submitting the bid.

**INVITATION TO BID  
COLUMBIA COUNTY, FLORIDA BOARD OF COUNTY COMMISSIONERS  
BID NO. 2009-K TIMBER SALE  
SPECIFICATIONS**

**SCOPE**

It is the intent of this bid to sale timber located at Winfield Solid Waste Facility – approximately 15 acres to clear cut. Sale is per ton. Purchaser will conduct timber harvesting and hauling operations in accordance with best management practices as prescribed by the State of Florida. All actions shall comply with Department of Environmental Protection and other local, state and federal laws and regulations.

The successful bidder will be required to enter into a separate contract for purchase and sale of the timber prior to going onto the site for purposes of harvesting the timber.

Note that a Performance Deposit of \$2,000 is required from the successful Respondent for the sale before execution of a contract. The Performance Deposit must be in the form of a company check, certified check, or bank check. The remaining balance after tree removal shall be paid to the County within 30 days.

Purchaser shall provide all labor equipment and incidentals necessary for the removal of the timber listed above. All trucks shall be weighed at the landfill scale before and after loading to determine the tons the Purchaser shall be responsible for paying for. All weight and load tickets shall be signed by the driver as a representative of the Purchaser.

It is recommended, but not required, that all respondents carefully examine the work site(s) in order to be fully informed of the conditions and materials to be encountered (i.e. location of the site; quality and quantity of work to be performed; materials to be required; the nature of the ground and surface; location of obstructions and buried utilities; any other conditions surrounding and affecting the work; the nature of any existing construction; and all other physical characteristics of the job). Interested bidders may visit the County site by coordinating with Bill Lycan by calling (386) 752-6050. Should the successful respondent be unable at any time to accomplish the work that has been contracted for, the next highest respondent may be contracted to provide the required work. Purchaser should take into consideration that costs shall include, but not be limited to, equipment, labor, supervision, and incidentals necessary to complete all activities specified when providing total payment amount to the County.

The method of award shall be based on the highest bid price per ton, payment to the County shall be made for the price per ton bid for the actual number of tons harvested at the per ton bid price. The County makes no guarantee as to the actual amount of product (plus or minus) that will be harvested.

**TERM OF CONTRACT:** All timber shall be removed no later than (6) six months after award of contract. The purchaser shall make monthly payments on timber as it is removed as verified by weight tickets form the landfill scale.

**INDEMNIFICATION:** All services to be rendered or performed under this Agreement will be rendered or performed entirely at the Purchaser's own risk. The Purchaser expressly agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County and all its officers, agents, employees or otherwise (collectively, County) from any and all liability, loss or damage that they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property, including reasonable attorneys' fees, defense costs, or judgments against them which result from, arise out of, or are in any way connected with the Purchaser's negligent performance of the work under the terms of this Agreement and that of its subPurchasers or anyone for whom the Purchaser is legally liable.

The Purchaser further agrees that this duty to indemnify the County applies regardless of any provisions to the contrary, including but not limited to any immunity of Vendor for liability for injuries to Purchaser's workers and employees, and Purchaser hereby waives any such immunity for the purpose of this duty to indemnify the County.

The parties acknowledge Columbia County is a subdivision of the State of Florida as defined in Section 768.28, Florida Statutes. In accordance with said section, County agrees to be fully responsible to the limits set forth in such statute for its negligent acts or omissions or tortuous acts which result in claims or suits against the purchaser, but the amount of liability will not exceed the statutory limits for any damages. Nothing herein is intended to serve as a waiver of sovereign immunity by County for acts or omissions to which sovereign immunity applies. Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of any contract.

Neither the County nor the Purchaser shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**INSURANCE REQUIREMENTS:** The purchaser must guarantee that all employees, agents, or representatives of the purchaser and all independent Purchasers contracting with purchaser for any part of the timber cutting operation shall be covered by workers' compensation insurance as required by Florida law. Purchaser agrees to furnish County at the time of execution of the contract or prior to beginning harvesting operations that purchaser has in full force and effect minimum insurance with insurers authorized to do business in the State of Florida as follows:

- a. Workers' compensation insurance as required by Florida law;
- b. Motor vehicle liability insurance with limits of not less than \$500,000 combined single limit; and
- c. Commercial general liability and contractual liability insurance for all operations directly or indirectly connected with performance of the contract with a minimum of One Million Dollars personal bodily injury and One Million Dollars general aggregate. Such certificates shall show that said policies will not be cancelled or materially changed until at least 10 days prior written notice shall be given to the County by the insurance carrier.

**MINIMUM QUALIFICATIONS:** Respondents bidding on the thinning sale(s) shall use the Qualification Documentation forms provided in the contract documents to document the minimum qualifications listed below. Failure to include the qualification documentation with the Bid shall be considered non-responsive with respect to the thinning sale(s). The minimum qualifications required for the thinning sale(s) are as follows:

- (a) Respondent's crewleader (that person physically on site and supervising the logging crew at all times) and feller-buncher operator shall have completed at least two (2) projects of a similar nature (timber harvesting) in the past three (3) years. Each project shall have included harvesting at least 50 acres.
- (b) Respondent's crewleader and feller-buncher operator shall have no less than two (2) years of experience on projects of the nature specified above.
- (c) Respondent shall provide evidence (include legible copy of certification with bid submittal) that it has at least one person on staff currently certified through a logger training program approved by an SF1 Implementation Committee. Approved programs include, but are not limited to, Georgia's "Master Timber Harvester", Florida's "Master Logger" and Alabama's "Professional Logging Manager".

Irrespective of the minimum qualifications stated above, the County may make such investigations as it deems necessary to determine the ability of the Respondent to perform the timber activities authorized by the Agreement. The County reserves the right to reject any Bid if the evidence submitted by such Respondent, or the investigation of such Respondent, fails to satisfy the County that such Respondent is properly qualified to carry out the obligations of the Agreement and complete the activities in a manner acceptable to the County and within the time period specified.

**BID FORM**  
**2009-K**  
**COLUMBIA COUNTY COUNTY OF COUNTY COMMISSIONERS**

BID FORM FOR: TIMBER SALE

Bids must be received in the Office of the County of County Commissioners, Columbia County, 135 NE Hernando Avenue, P.O. Box 1529, Lake City, FL, 32056-1529. No later than 2:00 P.M., on May 27, 2009, in a sealed envelope, plainly marked: "**Sealed Bid For: Timber Sale**" and the name of the firm submitting bid. Bids will be opened in the Office of the County of County Commissioners at 2:00 P.M. on May 27, 2009 or as soon thereafter as practical.

Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest.

**BID PRICES**

Total Bid Price Per Ton:

All merchantable pine timber \$ \_\_\_\_\_

All hardwood products \$ \_\_\_\_\_

Other wood products \$ \_\_\_\_\_

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_ FAX NO. \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME/TITLE: \_\_\_\_\_

QUALIFICATIONS DOCUMENTATION  
BID NUMBER 2009-K

As part of the Bid, Respondent shall complete the following so that the County can determine the Respondent's ability, experience, and facilities for performing the proposed Work. **Include a legible copy of certification as required under Minimum Qualifications.**

Name of Respondent: \_\_\_\_\_

Respondent's tax identification no.: \_\_\_\_\_

Year company was organized/formed: \_\_\_\_\_

Number of years Respondent has been engaged in business under the present firm or trade name: \_\_\_\_\_

Total number of years Respondent has experience in similar work described Page 3, Item 4 of the Instructions to Respondents: \_\_\_\_\_

Has Respondent previously been engaged in the same or similar business under another firm or trade name? If so, please describe each such instance.

Has Respondent ever been adjudicated bankrupt, initiated bankruptcy, or been the subject of bankruptcy proceedings on behalf of the current entity submitting this Bid or a prior entity that Respondent substantially operated or controlled? If yes, please describe the nature and result of those proceedings and the entity involved.

Describe the background/experience of the person or persons who will be primarily responsible for directing the Work that will be performed pursuant to this Bid. This inquiry is intended to encompass the project manager and/or superintendent who will be engaged on a daily basis in directing the performance of the Work.

This form to be included in Bid Submittal

**QUALIFICATIONS DOCUMENTATION (continued)**

Respondent's crewleader and feller-buncher operator shall have completed at least two (2) projects of a similar nature (timber harvesting) in the past three (3) years. Each project shall have included harvesting at least 50 acres.

Completed Project 1:

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# of acres: \_\_\_\_\_ ]

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Names of personnel assigned to project:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This form to be included in Bid Submittal

**QUALIFICATIONS DOCUMENTATION (continued)**

Completed Project 2:

Agency/company: \_\_\_\_\_

Current contact person at agency/company: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address of agency/company: \_\_\_\_\_

Name of project: \_\_\_\_\_

Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# of acres: \_\_\_\_\_ ]

Start date: \_\_\_\_\_ Completion date: \_\_\_\_\_  
(month/year) (month/year)

Names of personnel assigned to project:

Project manager: \_\_\_\_\_

Others: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This form to be included in Bid Submittal