



LEVY COUNTY BOARD OF COUNTY COMMISSIONERS
PROCUREMENT DEPARTMENT
P.O. BOX 310
BRONSON, FL 32621
PHONE: (352) 486-5218 EXT. 2
FAX: (352) 486-5167
EMAIL: TRETHEWAY-ALI@LEVYCOUNTY.ORG

COVER PAGE
ITB_2022_010 TIMBER HARVESTING

LAST DAY FOR QUESTIONS:

DUE DATE AND TIME:

SUMMARY OF SCOPE: Levy County is seeking bids from qualified contractors to conduct timber harvesting located on approximately 107 acres in Levy County.

SUBMITTAL OF BID: Levy County only accepts electronic submittals through "E-Bidding" on the DemandStar platform, www.DemandStar.com. In order to submit a bid in response to this solicitation the bidder must be registered with DemandStar.

For questions relating to this Bid, contact Ali Tretheway, Procurement Coordinator at tretheway-ali@levycounty.org.

ITEMS THAT MUST BE INCLUDED WITH BID: Submitting an incomplete document may deem the bid non-responsive, causing rejection. Please check each box for each item submitted with bid. Prior to submitting my bid, I have verified that all forms are attached and are considered as part of my bid:

- COVER PAGE
- ATTACHMENT "1" BID PRICING FORM
- ATTACHMENT "2" QUALIFICATIONS DOCUMENTATION
- SWORN STATEMENT ON PUBLIC ENTITY CRIME FORM
- NON-COLLUSION AFFIDAVIT FORM
- BID SIGNATURE FORM
- DRUG-FREE WORKPLACE FORM
- CONFLICT OF INTEREST DISCLOSURE STATEMENT FORM
- CONTRACT EXCEPTION FORM
- CERTIFICATE OF INSURABILITY – AS NOTED IN PART XX, SUBSECTION XXXX
- EVIDENCE THAT BIDDER IS QUALIFIED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA
- COPIES OF ANY APPLICABLE AND CURRENT LICENSES OR CERTIFICATIONS REQUIRED
- VENDOR INFORMATION FORM
- W9

Company Name: _____

Name: _____

Address: _____

Mailing Address (if different): _____

Email Address (Required): _____

Telephone: _____ FEIN: _____

By signing this form, I acknowledge I have read and understand, and my firm complies with all General Conditions and requirements set forth herein:

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE SUBMITTED: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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BOARD OF COUNTY COMMISSIONERS

LEVY COUNTY, FLORIDA

INVITATION TO BID

ADVERTISEMENT

Notice is hereby given that Levy County, Florida will be receiving sealed bids via “E-Bidding” at www.DemandStar.com, for

ITB_2022_010

TIMBER HARVESTING

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from qualified contractors to conduct Timber Harvesting located on approximately 107 acres located in Levy County, as described in the Invitation to Bid documents.

Bidders will be responsible for visiting each site and becoming familiar with size and quantities.

An irrevocable letter of credit, from an approved bank, or cash deposit in the amount of 10% of the total bid price, or \$5,000 whichever is higher, will be required instead of a Performance and Payment Bond.

LEVY COUNTY GOVERNMENT CENTER

310 SCHOOL STREET

BRONSON, FLORIDA 32621

E-BID OPENING DATE: XX:XX P.M., EST., (DAY OF WEEK), (MONTH, DAY, YEAR)

Documents can be obtained by contacting the Procurement Coordinator of Levy County, Florida at (352) 486-5218 ext. 2, or online through the DemandStar platform at www.DemandStar.com. If you have any questions, please call Ali Tretheway, Procurement Coordinator.

Chiefland Citizen:

Date(s): XX/XX/XX, XX/XX/XX

STATEMENT OF NON-SUBMITTAL

**Levy County
Board of County Commissioners
310 School Street
Bronson, FL 32621
(352) 486-5218**

If you do not intend to submit a response to the Invitation to Bid, please return this form to the above address immediately or fax to (352) 486-5167. If this statement is not completed and returned, your company may be deleted from the Levy County list for this service.

We the undersigned have declined to submit a response on the **INVITATION TO BID FOR TIMBER HARVESTING** for the following reason(s):

- Insufficient time to respond to the Invitation to Bid
- We do not offer this service
- Our schedule would not permit us to perform
- Unable to meet bond/insurance requirements
- Unable to meet bid specifications or scope of anticipated services
- Specifications are unclear (explain below)
- Remove us from your vendors' list for this service
- Other (specify below)

Remarks: _____

Company Name: _____

Contact Person: _____

Signature: _____

Telephone: _____

Date: _____

Email: _____

ITB_2022_010
TIMBER HARVESTING

PART 1 – SCOPE OF WORK

1.1. DESCRIPTION OF WORK: The Levy County Board of County Commissioners is seeking qualified contractors to conduct Timber Harvesting on approximately 107 acres (four parcels) in Levy County. Bids shall include per ton pricing for both chip and saw, and pulpwood. Proof of weight/load tickets will be required. Contractor is responsible for visiting the site and becoming familiar with size and quantities. Once a contract has been awarded and a Notice to Proceed has been issued, contractor will have ninety (90) days to complete all harvesting and removal of trees.

1.2. LOCATION OF WORK (depicted on pages 7-10):

1.2.1. PARCEL 1:

- 1.2.1.1. Parcel ID: 0340302600
- 1.2.1.2. Section/Township/Range: 13-12-17
- 1.2.1.3. Acreage: 11.470
- 1.2.1.4. Location/Longitude: 29°26'15.3"N 82°34'10.9"W

1.2.2. PARCEL 2:

- 1.2.2.1. Parcel ID: 0340301800
- 1.2.2.2. Section/Township/Range: 13-12-17
- 1.2.2.3. Acreage: 11.210
- 1.2.2.4. Location/Longitude: 29°26'15.1"N 82°34'16.3"W

1.2.3. PARCEL 3:

- 1.2.3.1. Parcel ID: 0340302000
- 1.2.3.2. Section/Township/Range: 13-12-17
- 1.2.3.3. Acreage: 20.100
- 1.2.3.4. Location/Longitude: 29°26'22.5"N 82°34'21.3"W

1.2.4. PARCEL 4:

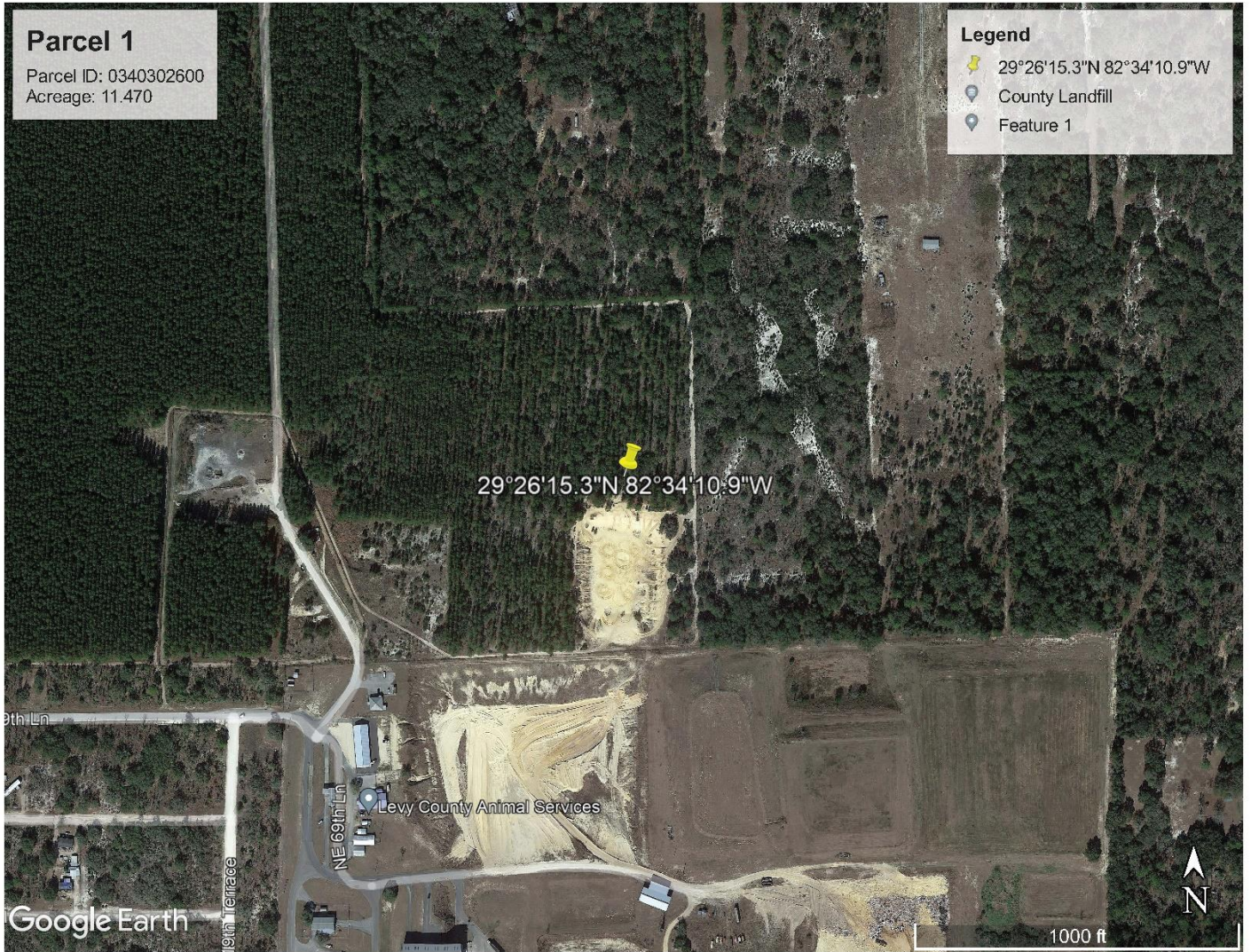
- 1.2.4.1. Parcel ID: 0340700100
- 1.2.4.2. Section/Township/Range: 14-12-17
- 1.2.4.3. Acreage: 64.630
- 1.2.4.4. Location/Longitude: 29°26'20.5"N 82°34'29.8"W

1.3. GENERAL REQUIREMENTS:

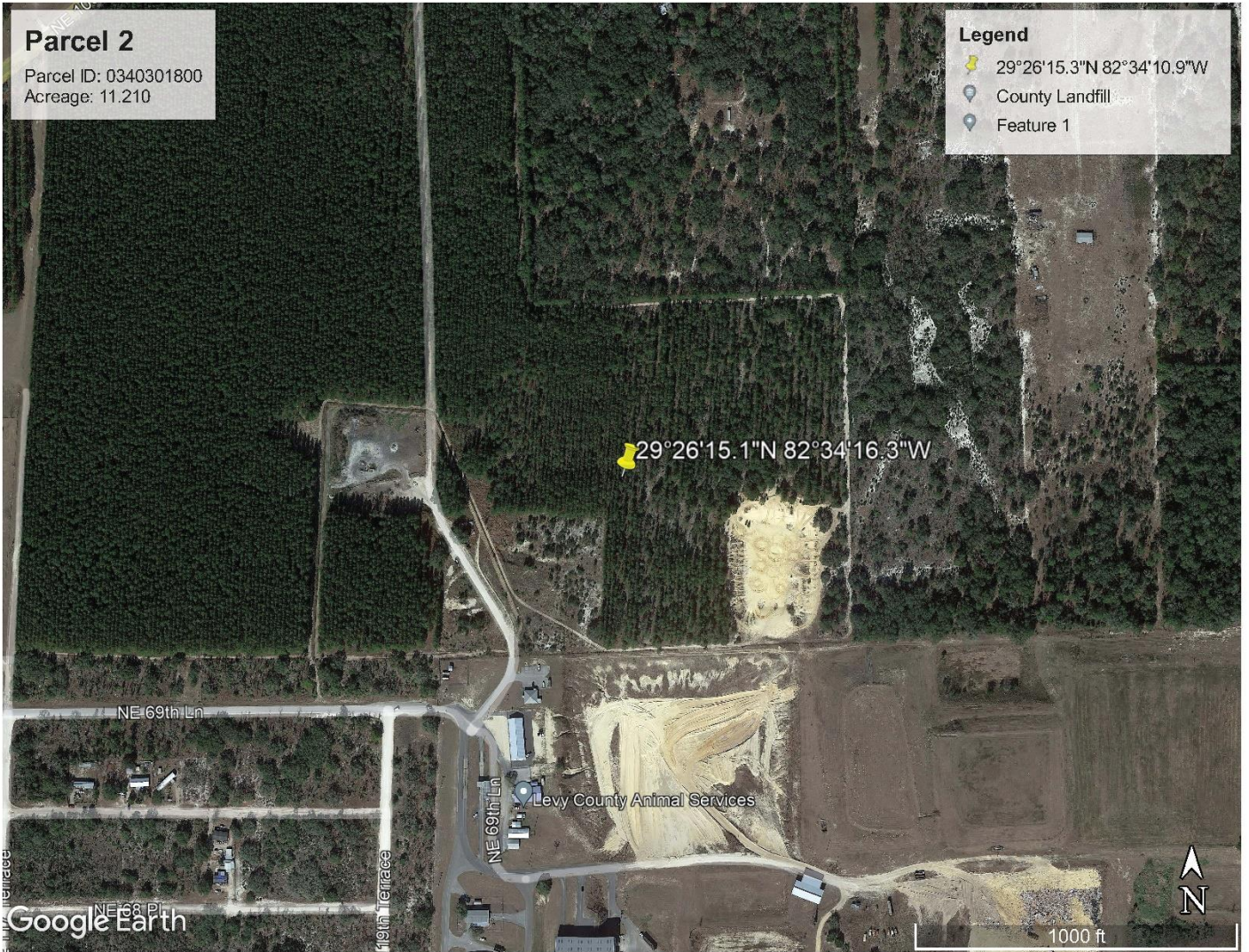
- 1.3.1. The Contractor shall have a person on the site that holds a current Florida Master Logging certificate or has a comparable certificate of training recommended/recognized by the American Forest and Paper Association's Sustainable Forestry Initiative. A copy of the current Master Logger certificate (or other comparable certificate) must be provided before any logging begins.
- 1.3.2. The Contractor must furnish all equipment and manpower required and necessary to complete the work.
- 1.3.3. The Contractor must comply with Florida's Silviculture Best Management Practices for timber harvesting.
- 1.3.4. The Contractor shall obtain all required permits and approvals prior to commencing work.
- 1.3.5. The Contractor shall place road signs, such as "Log Trucks Entering" or similar signs that indicate logging operations in the area in a conspicuous manner on all major roads. Contractor is responsible for any other signage that may be required by local, State or Federal law.
- 1.3.6. Contractor shall leave the stumps of trees cut no higher than six (6) inches above the ground except as otherwise directed by the County.
- 1.3.7. Contractor shall exercise due care and comply with industry standards against spreading fires while performing the work.

- 1.3.8.** Contractor shall weigh all timber at mill yard, obtain weight/load tickets and provide a written account with weekly payments to the County as described in Part 3 – Form of Contract.
- 1.3.9.** Contractor shall prevent the spread of invasive exotic weeds by cleaning all equipment prior to entering County property and again upon completion of the project.

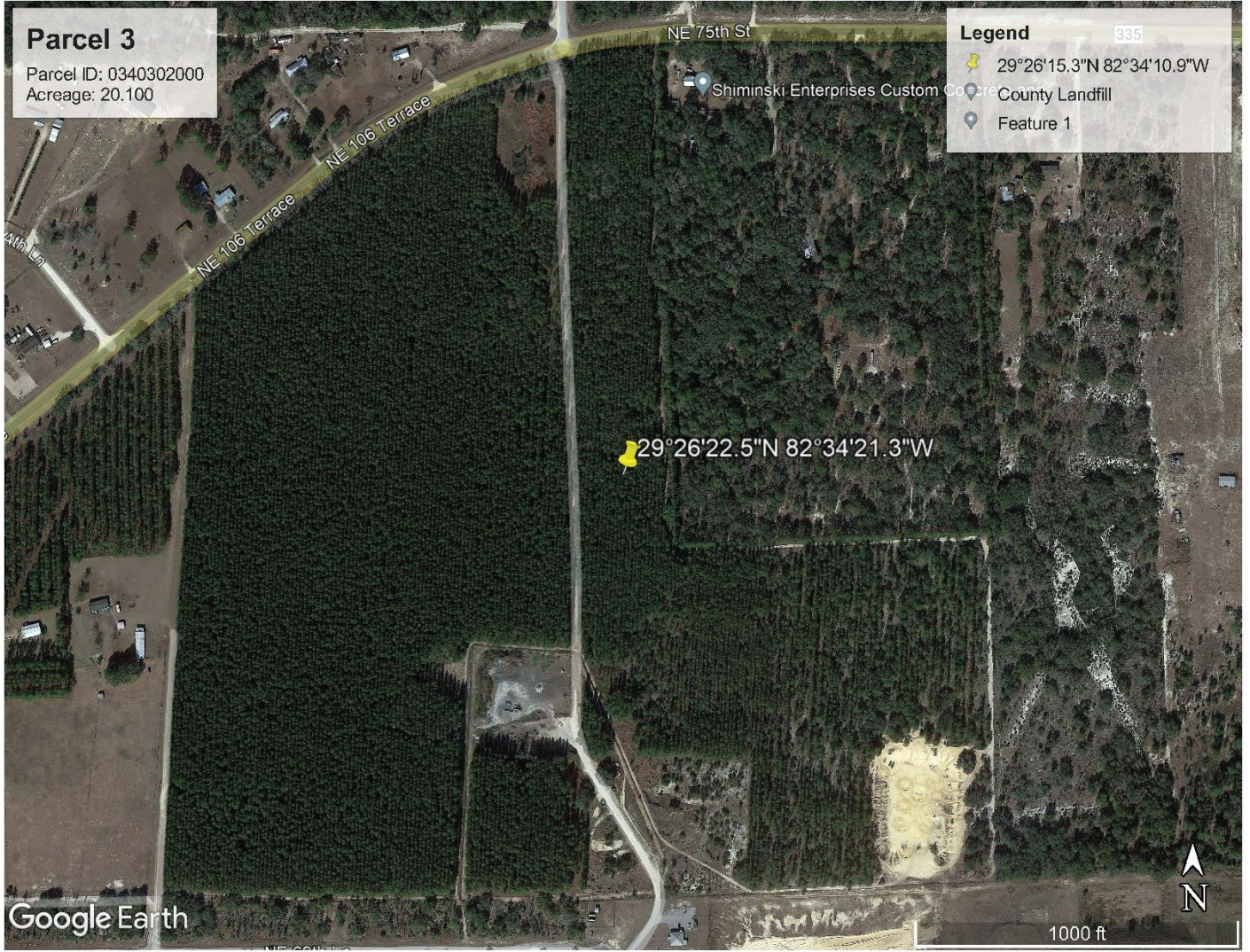
PARCEL 1



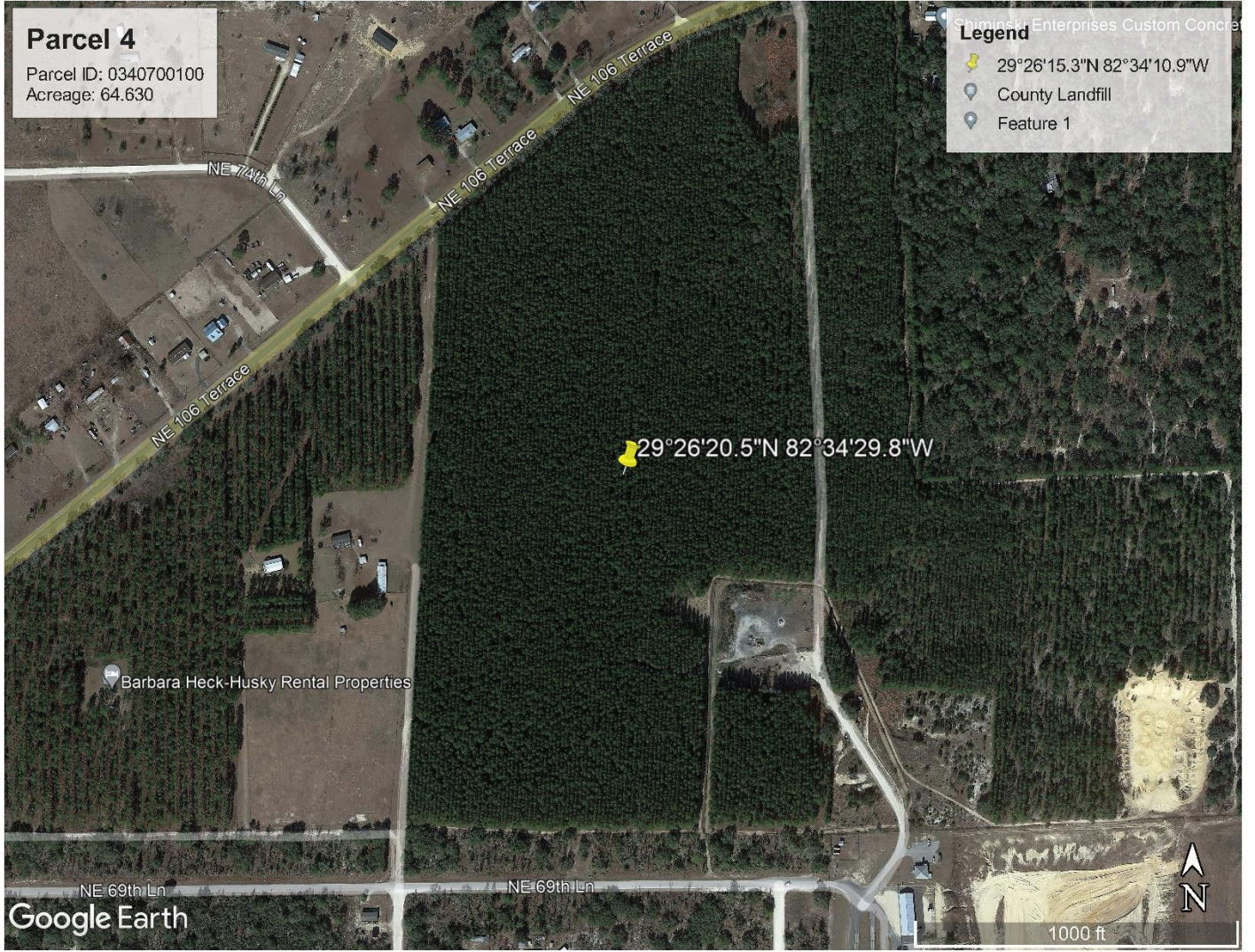
PARCEL 2



PARCEL 3



PARCEL 4



END OF PART 1

PART 2 – INTENT AND GENERAL INFORMATION

ITB_2022_010 TIMBER HARVESTING

Thank you for your interest in working with Levy County. Pertinent information and required documents regarding the bid are listed below:

- 2.1. INTENT:** It is the intent of Levy County (“County”) to award a contract based on the highest per ton unit price to be paid to the County, and in the sole opinion of the County the bidder’s ability to carry out the obligations specified in the Contract and the provisions of this Invitation to Bid (“ITB”).
- 2.2. QUESTIONS, EXCEPTIONS TO FORM OF CONTRACT AND ADDENDA:** There shall not be any contact between a potential bidder/bidder or their representative(s) and any member of County Staff or County Commissioners regarding this Project or ITB

The County will not respond to verbal (in person or phone) questions regarding this ITB. Bidder must submit written questions (via fax, email, mail or hand delivery) to the Procurement Coordinator at P.O. Box 310 or 310 School Street, Bronson, Florida 32621; Fax Number: (352) 486-5167; email: Tretheway-ali@levycounty.org.

In addition, any bidder who requires/requests revision(s) to the Form of Contract (contained in Part 3 of this ITB) must submit a completed Contract Exception Form (contained in Part 4 of this ITB.) The County is under no obligation to grant any exceptions and bids that are contingent on exceptions to Contract being granted will not be accepted. If an exception is rejected by the County during the question portion of this ITB process and the bidder subsequently submits a bid, the bidder is deemed to have waived their request for a Contract exception.

All questions and Contract Exception Forms must be received by the County prior to the deadline for same in order to receive a response. The County will respond to each question and each completed Contract Exception Form and will issue written addenda for any supplemental instructions or clarifications to the ITB or the Contract. All addenda will be sent to all bidders who received the ITB from the County and will also be posted in DemandStar. Each bidder must acknowledge receipt of addenda as part of its bid and is presumed to have read and be thoroughly familiar with the provisions of this ITB and its addenda.

- 2.3. HOW TO SUBMIT A BID:** The County only accepts electronic submittals through “E-Bidding” on the DemandStar platform. In order to submit a response to this solicitation the bidder must be registered with DemandStar. The bidder’s complete bid should be uploaded in pdf format unless the ITB specifically states otherwise. Any bid that is attempted to be submitted after the due date and time will not be accepted by the DemandStar platform and will not be considered. The County is not responsible for any delays in delivery or uploading of a bid caused by any issues a bidder may experience in attempts to upload on the DemandStar platform or caused by any other occurrence. A bidder should give sufficient time to address any delivery or uploading issues when it schedules the submittal of its bid.
- 2.4. HOW TO ASSEMBLE YOUR BID:** Bids shall be submitted on the Required and Optional Forms (“Bid Forms”) supplied by the County. Bidders shall indicate the number of calendar days required for delivery of goods/services (if applicable). Any erasures or other corrections in the bid forms must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, erasures, alterations, or irregularities of any kind, whether explained or noted or not, may be rejected by the County.

The following documents must accompany any bid submitted in the order identified below. Please do not include items not requested. A submittal returned without these documents may result in the County deeming the bid non-responsive. Levy County reserves the right to request additional information from any bidder prior to award.

- COVER PAGE
- ATTACHMENT "1" BID PRICING FORM
- ATTACHMENT "2" QUALIFICATIONS DOCUMENTATION
- SWORN STATEMENT ON PUBLIC ENTITY CRIME FORM
- NON-COLLUSION AFFIDAVIT FORM
- BID SIGNATURE FORM
- DRUG-FREE WORKPLACE FORM** (optional, but refer to note below)
- CONFLICT OF INTEREST DISCLOSURE STATEMENT FORM
- CONTRACT EXCEPTION FORM
- CERTIFICATE OF INSURABILITY – AS NOTED IN PART XX, SUBSECTION XXXX
- EVIDENCE THAT BIDDER IS QUALIFIED TO TRANSACT BUSINESS IN THE STATE OF FLORIDA
- COPIES OF ANY APPLICABLE AND CURRENT LICENSES OR CERTIFICATIONS REQUIRED
- VENDOR INFORMATION FORM
- W9

**note: It is strongly suggested that the Drug Free Workplace Form be signed and returned with the bid forms. In the event of a tie bid, the submittal of a completed Drug Free Workplace Form may be used as a basis for awarding the contract.

- 2.5. WITHDRAWAL OF BIDS:** Modifications to or withdrawal of a bid may be made up to the deadline. Modifications and withdrawals must be documented in the DemandStar platform in order to be recognized by the County. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
- 2.6. CRITERIA FOR AWARD:** The County anticipates entering into an agreement (sometimes referred to herein as "contract") with one (1) bidder that submits a bid judged to be the most advantageous to the County that can perform the requested services. The bidder who submits the bid so judged and enters into an agreement with the County shall sometimes be referred to hereinafter as "Contractor."

The County reserves the right to reject the bid of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after the due date and time, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) days from the date of this notice to dispute the determination and to provide to County any additional information it deems relevant regarding bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. In addition, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduce requirements of the County. Any sole response received may be rejected by the County depending on available competition and timely needs of the County.

- 2.7. BID GUARANTEE:** The bid once signed and submitted guarantees that the bidder will not withdraw its bid for a period of 90 days after the scheduled time for opening of bids.
- 2.8. ARITHMETIC DISCREPANCIES:** For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:
- 2.8.1.** Obviously misplaced decimal points will be corrected.
 - 2.8.2.** In case of discrepancy between unit price and extended price, the unit price will govern.
 - 2.8.3.** Apparent errors in addition of lump sum and extended prices will be corrected.

For the evaluation purposes, the County will proceed on the assumption that the bidder intends its bid be evaluated on the basis of totals arrived at by resolution of arithmetic discrepancies (above). The bid will be so reflected on the bid tabulation.

- 2.9. BID PREPARATION & SUBMITTAL EXPENSES:** The County is not be responsible for any expense incurred by a bidder in reviewing, evaluating, preparing, or submitting a bid. Bidders are solely responsible for the entire expense of responding to this ITB.
- 2.10. ALL-INCLUSIVE COST:** The bid shall include all expenses necessary to complete the delivery of products or provide the services described in this Invitation to Bid.
- 2.11. BID TABULATIONS:** In accordance with Section 119.071(1)(b)2, Fla. Stat.: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1), Fla. Stat., and s. 24(a), Art. I of the State Constitution, except as provided by Section 255.0518, Fla. Stat., until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if a bidder wishes to obtain the intended decision, a bidder may do so by visiting the DemandStar website. No information regarding the submittal will be divulged over the telephone.
- 2.12. INSURANCE REQUIREMENTS:** Prior to entering into an agreement with the County, contractor shall, at its sole cost and expense, procure and maintain throughout the term of the agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida Law. In addition, for those policies that are allowed by law to carry an additional named insured, contractor will provide endorsed certificates of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, on a standard ACORD form, listing coverages and limits, in expiration dates, terms of policies and all endorsements, and shall include the ITB/project name on the certificate generated and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies. In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein.

Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

Coverage and limits for the insurance required herein shall be as follows:

- A. Worker's Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- B. Professional Liability Insurance:** Coverage of a minimum of one million dollars (\$1,000,000) in coverage for this project.

- C. **Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- D. **Commercial General Liability – Occurrence Form Required:** Contractor/vendor shall maintain Commercial General Liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.
- E. **Commercial Automobile Insurance:** Contractor/vendor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-hired autos). The policy shall be endorsed to provide contractual liability coverage.

2.13. CODE OF ETHICS: With respect to this bid, if any bidder violates or is part to a violation of the State of Florida Code of Ethics for Public Officers and Employees, Chapter 112, Part III, Florida Statutes, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for County.

END OF PART 2

PART 3 – FORM OF CONTRACT

AGREEMENT FOR TIMBER HARVESTING

CONTRACT ID: 2022-010

This Agreement is entered into between **LEVY COUNTY**, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the “County”) and _____ (the “Contractor”) on _____, 2022 (the “Effective Date”).

RECITALS:

WHEREAS, on _____, 2022, County issued Invitation to Bid No. 2022-010 for the services described in Article 2 below (the “ITB”) in accordance with applicable procurement policies and procedures;

WHEREAS, Contractor submitted a bid in response to the ITB and was selected by County to provide services; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 – INCORPORATION OF DOCUMENTS

The ITB consisting of ____ pages, addenda dated _____, 2022 (the “Addenda”) and the bid submitted by Contractor dated _____, 2022 (the “Bid”), all of which are on file in the County Procurement Department, are made a part of this Agreement. In the event of any conflict, the documents will be given precedence in the following order: (1) this Agreement; (2) the Addenda; (3) the ITB; and (4) the Bid.

ARTICLE 2 – SCOPE OF SERVICES

- 2.1. The Project consists of timber harvesting on approximately 107 acres (four parcels) in Levy County. The Contractor will have ninety (90) calendar days to complete all harvesting and removal of trees.
- 2.2. The Project consists of the Following **Scope of Services**:
 - 2.2.1. The Contractor shall have a person on the site that has completed the Florida Master Logging training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association’s Sustainable Forestry Initiative. A copy of their Master Logger certificate must be provided before any logging begins along with documentation showing the certificate is current.
 - 2.2.2. The Contractor must furnish all equipment and manpower required and necessary to complete the work.
 - 2.2.3. The Contractor must be in compliance with Florida’s Silviculture Best Management Practices for timber harvesting.
 - 2.2.4. The Contractor shall obtain all required permits and approvals prior to commencing work.
 - 2.2.5. The Contractor shall place road signs, such as “Log Trucks Entering” or similar signs that indicate logging operations in the area in a conspicuous manner on all major roads. Contractor is responsible for any other signage that may be required by statute, ordinance or regulation.
 - 2.2.6. Contractor shall leave the stumps of trees cut no higher than six (6) inches above the ground except as otherwise directed by the County.
 - 2.2.7. Contractor shall exercise due care and comply with industry standards against spreading fires while performing the work under any agreement awarded.
 - 2.2.8. Contractor shall weigh harvested timber at mill yard, obtain weight/load tickets and provide a written account with weekly payments to the County as described in Article 6 of this Contract.
 - 2.2.9. Contractor shall prevent the spread of invasive exotic weeds, clean all equipment prior to entering County property and again upon completion of the project.

ARTICLE 3 – CONTRACTOR’S RESPONSIBILITIES

- 3.1 Contractor shall perform the Scope of Services in strict accordance with the provisions of this Agreement.
- 3.2 Contractor agrees that, to the best of its ability, the key personnel identified in the Bid (if any) will be retained by Contractor throughout the term of this Agreement. If Contractor is unable to retain any of the key personnel identified in its Bid, it shall provide prompt notice including the names and qualifications of the replacement personnel to County.
- 3.3 Contractor shall obtain and maintain throughout the term of this Agreement, all licenses and permits required by law.
- 3.4 Contractor shall comply with all federal, state, and local laws that apply to performance of this Agreement.
- 3.5 As required by 119.0701, Florida Statutes, the following notice is given regarding the Contractor’s duty to comply with Florida’s public records laws (Chapter 119, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Contractor shall:
- (i) Keep and maintain public records required by County to perform the services;
 - (ii) Upon request from County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, 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 for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to County; and
 - (iv) Upon completion of this Agreement, transfer, at no cost, to County all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers all public records to County upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County’s custodian of public records, in a format that is compatible with the information technology systems of County.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218
EMAIL: LEVYBOCC@LEVYCOUNTY.ORG
MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

- 3.6 If an owner, except a stockholder in publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that work on the project, by the offender or predator, is consistent with his/her probation requirements.

ARTICLE 4 – COUNTY’S RESPONSIBILITIES

- 4.1 The County will clearly mark the boundaries of the areas to be harvested and provide the Contractor access to the harvest areas.
- 4.2 The County will direct the order of the areas to be harvested. The County reserves the right to redirect the order of harvest in the event of conflicting land uses.

ARTICLE 5 – TERM/TERMINATION

- 5.1 The term of this Agreement shall begin on the Effective Date and continue until the work has been completed and County has been paid in full for all timber harvested, but in no event later than 120 calendar days from the Effective Date, unless a written extension is granted by the County.
- 5.2 This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days advance written notice to Contractor. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days advance written notice to Contractor, which notice specifies the cause of termination and allows the Contractor a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Contractor’s services are no longer available, the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Contractor fails to comply with Florida’s public records laws.
- 5.3 In the event of termination, Contractor shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become the property of County and shall be delivered by Contractor to County immediately upon the effective date of termination.
- 5.4 Notwithstanding the foregoing, the Contractor shall not be relieved of liability for damages sustained by the County from breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

ARTICLE 6 – PAYMENT

- 6.1 The Contractor agrees to provide the Services to the County, including materials and labor, and pay the County _____ Dollars (\$_____) for every ton of timber harvested. Payment documentation must include load summaries showing the number of loads removed, the number of tons in each load removed, the date of removal, and the destination of the load. Payments and payment documentation shall be submitted weekly by the Contractor to the County at the following address:

Board of County Commissioners
Attn: Ali Tretheway, Procurement Coordinator
310 School Street, Suite 113
Bronson, FL 32621

ARTICLE 7 – STANDARDS AND CORRECTIONS

- 7.1 Contractor shall perform or furnish to County all services to a level of technical skill, ability, and diligence as required for professionals having the level of skill, expertise and specialized knowledge, as represented to the County, both orally and in writing, to be possessed by Contractor, all in accordance with this Agreement and with generally accepted standards of professional practice and with the laws, statutes, ordinances, codes, rules and regulations governing Contractor’s profession. The same standards of care shall be required of any subconsultant or subcontractor engaged by Contractor.

7.2 Contractor shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Contractor or any subconsultant or subcontractor engaged by Contractor under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statutes of limitations. County review of, approval of, acceptance of, or payment for any of Contractor's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement or cause of action County may have arising out of the performance of this Agreement. The provisions of this section shall survive the termination of this Agreement.

ARTICLE 8 – COUNTY PROPERTY

All documents, data, studies, reports, and other work product prepared by Contractor (if applicable) shall become the property of County and shall be delivered by Contractor to County without restriction or limitation as to use. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

ARTICLE 9 – NOTICES

Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Coordinator

P.O. Box 310

Bronson, FL 32621

If to Contractor:

ARTICLE 10 – NO CONTINGENT FEES

Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement 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 Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of breach or violation of this provision, County may terminate this Agreement without liability and deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 11 – NO ASSIGNMENT

- 11.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without prior written consent of County.
- 11.2 Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County. The County reserves the approve or reject any subcontractor or subconsultant and to evaluate/inspect any subcontractors in order to determine the ability of the subcontractor or subconsultant. The County's approval of a subcontractor or subconsultant shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 12 - INDEMNIFICATION

- 12.1 The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether

joint, concurrent, or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Contractor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

12.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

12.3 This Article shall survive termination of this Agreement.

ARTICLE 13 - INSURANCE

Prior to entering into an agreement with the County, Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent and in such amounts as required and authorized by Florida law.

In addition, for those policies that are allowed by law to carry an additional named insured, Contractor will provide declarations pages from policies or insurance policies (other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expirations dates, terms of policies and all endorsements, and shall include the ITB/Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Contractor. Said insurance coverages procured by Contractor as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

Coverages and limits for required insurance is as follows:

- A. **Worker's Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- B. **Professional Liability Insurance:** Coverage of a minimum of one million dollars (\$1,000,000) in coverage for this project.
- C. **Public Liability Insurance:** Policy must include bodily injury and property damage, Combined Single Limits (CSL) of \$300,000 minimum.
- D. **Commercial General Liability – Occurrence Form Required:** Contractor/vendor shall maintain Commercial General Liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form

property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury, and advertising injury. Damage to rented premises shall be included at \$100,000.

- E. Commercial Automobile Insurance:** Contractor/vendor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-hired autos). The policy shall be endorsed to provide contractual liability coverage.

ARTICLE 14 - CONTACT PERSON(S)

Upon written request of Contractor, the County Coordinator shall designate one or more County employee(s) to serve as a point of contact for the day-to-day performance of this Agreement.

ARTICLE 15 - SEVERABILITY

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 16 - GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

ARTICLE 17 - INDEPENDENT CONTRACTOR

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and its employees, subcontractors and subconsultants. Under no circumstances shall Contractor, its employees, subcontractors or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Contractor, nor any of and its employees, subcontractors and subconsultants, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

ARTICLE 18 - THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

- 19.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Any contract for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the County's option if it is discovered that the

Contractor submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

- 19.2 As required by Section 287.133(3)(a), Florida Statutes: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, Bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, Bid, 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, Bids, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
- 19.3 If it is discovered that Contractor provided false statements in the Non-Collusion Affidavit submitted with its Bid, or it is discovered that collusion existed between Contractor and any other proposers or parties, the responses of all participants in such collusion will be rejected and/or this Agreement terminated and no participants in the collusion will be considered in future procurement processes.
- 19.4 The Contractor must comply, as applicable, with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Florida Civil Rights Act, and Levy County Resolution 2011-59, and other laws that prohibit harassment and discrimination, all as the same may be amended. Specifically, but not by way of limitation, the Contractor agrees that:
- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, pregnancy or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
 - Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status. Contractor agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.
 - Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status.
 - County may require Contractor to submit reports, and permit the County access to Contractor’s books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Contractor’s compliance with laws that prohibit harassment and discrimination.
- 19.5 The County and/or its designee shall have the right at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Agreement and such right shall extend for a period of three (3) years after expiration or termination of this Agreement.
- 19.6 Contractor agrees to pay all sales, use, or other taxes, assessments, and other similar charges when due now or in the future, required by any local, state, or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse, and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County’s tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees’ payroll, payroll taxes, and benefits with respect to this Agreement.

19.7 Contractor agrees to comply with the requirements of Section 448.095(2), Florida Statutes, by using the E-Verify system to verify the work authorization status of newly hired employees and will require the same of any of its subcontractors.

ARTICLE 20 – ENTIRE AGREEMENT; SEVERABILITY; AUTHORITY

This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended, or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought. If any term or condition of this Agreement is deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof. The person signing this Agreement represents and warrants that he or she is duly authorized and to execute and deliver this Agreement on behalf of the Contractor. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

_____, Chair

Date: _____

ATTEST: Danny Shipp, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

Danny Shipp, Clerk

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

By: _____

Title: _____

Date: _____

ATTEST/WITNESS

Secretary of Corporation

PART 4 – REQUIRED AND OPTIONAL FORMS
(Forms begin on the following page)

ATTACHMENT "1" BID PRICING FORM

The undersigned, as bidder, does hereby declare that he/she has read the Invitation to Bid, Scope of Work, Intent and General Information, General Conditions, Bid Form and Required and Optional Forms, any addenda that may have been issued, and any other documentation for ITB_2022_010, Timber Harvesting. Total bid price shall constitute the cost portion of the determination of bid award.

Total bid price shall include all necessary items and equipment that meet the Scope of Work and all requirements therefor contained in this Invitation to Bid:

Item Description	Per Unit	Unit Price
Timber	Ton	\$ _____

Unit Price in Words: _____

Bids shall be firm for the Contract period.

Name of Business: _____

Contact Person: _____

Email Address: _____

Date: _____

Authorized Signature: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

ATTACHMENT "2" QUALIFICATIONS DOCUMENTATION

Bidders must provide a minimum of three (3) references who can verify bidder's qualifications and past performance record on projects of similar nature to this Project.

The required format is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the bidders performance on the specific project performed by the bidder.

Reference Format:

Bidder Name: _____

Reference Business/Owner Name: _____

Reference Contact: _____

Reference Address: _____

Reference Email Address: _____

Reference Phone Number: _____

Project Name: _____

Project Location: _____

Date Project Commenced: _____

Date of Final Completion: _____

Description of Work Performed: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

SWORN STATEMENT ON PUBLIC ENTITY CRIME

Sworn Statement Pursuant to Section 287.133(3)(a), Florida Statutes on Public Entity Crime

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____

(Print this individuals name and title)

For _____

(Print name of entity submitting statements)

Whose business address is _____

and if applicable whose Federal Employer Identification Number (FEIN) is _____.

If the entity has no FEIN, include Social Security Number of the individual signing this Sworn Statement:

_____.

2. I understand that a “public entity crime” as defined in paragraph 287.133(1)(a), Florida Statutes, mean violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months AND (Please indicate which additional statement applies).

The entity submitting the sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT IA M REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

State of _____

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name), as _____ (title) for _____ (name of bidder) Personally known OR Produced Identification _____ (type of identification).

(Signature) Notary Public

(SEAL)

(Printed, typed or stamped commissioned name of notary public)

My Commission expires _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____

According to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____ of the firm of _____ providing that I executed the said bid with full authority to do so.
2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;
3. The statements contained in this affidavit are true and correct, and made with full knowledge that Levy County relies upon the truth of the statements contained in this affidavit in awarding contracts for any services resulting from this ITB for said project.

(Signature of Proposer Representative)

(Date)

State of _____

County of _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name), as _____ (title) for _____ (name of bidder) Personally known OR Produced Identification _____ (type of identification).

(Signature) Notary Public

(SEAL)

(Printed, typed or stamped commissioned name of notary public)

My Commission expires _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

BID SIGNATURE FORM

The undersigned attests to his/her authority to submit this bid and to bind the entity/firm herein named to perform in accordance with an agreement entered into with the County, if the entity/firm is awarded the agreement by the County. The undersigned further certifies that he/she has read the entire Invitation to Bid package, and any other documentation relating to the Invitation to Bid, and that this bid is submitted with full knowledge and understanding of the requirements and time constraints noted herein, and that the prices bid herein are guaranteed for a period of ninety (90) days following the due date for bids.

Type of Organization (please check one):

- INDIVIDUAL
- PARTNERSHIP
- CORPORATION
- JOINT VENTURE
- LLC

Firm Name: _____

Home Office Address: _____

City, State, Zip: _____

Address (Servicing Levy County if Different from Above): _____

Name/Title of Levy County Representative: _____

Email: _____

Telephone: _____ Fax: _____

Signature: _____ Date: _____

Is Bidder a small or minority business, women's business enterprise, or labor surplus area firm? Yes No

As addenda are considered binding as if contained in the original Invitation to Bid, it is critical each Bidder acknowledge receipt of same. The submittal may be considered void if receipt of addendum is not acknowledged.

Receipt of Addenda Acknowledged:

Addendum No. _____ Dated _____ Signature _____

Addendum No. _____ Dated _____ Signature _____

Addendum No. _____ Dated _____ Signature _____

Addendum No. _____ Dated _____ Signature _____

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DRUG-FREE WORKPLACE FORM

The undersigned Bidder in accordance with Section 287.087, Florida Statutes hereby certifies that the Bidder _____ (name of firm or individual) does:

1. Publish a statement notifying employees that the unlawful manufacture, distributions, 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 (1).
4. In the statement specified in subsection (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 or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United State 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.

Name of Bidder: _____

Signature: _____

Title: _____

Date: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All bidders must disclose whether any officer, partner, director or proprietor is the spouse or child of one of the members of the Board of County Commissioners. All bidders must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches or affiliates. All bidders must also disclose the name of any employee, agent lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind in connection with the response to this ITB. All bidders are also required to include a disclosure statement of any potential conflict of interest that the bidder may have due to other clients, contracts, or interest associated with the performance of services under this ITB and any resulting agreement. Use additional sheets if necessary.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

Names of Officer, Partner, Director or Proprietor who is spouse or child of Board Member:

Names of County Officer or Employee that owns five percent (5%) or more in Bidders Firm:

Names of applicable person(s) who have received compensation:

Description of potential conflict(s) with other clients, contracts or interests:

None of the above applicable:

Signature: _____

Printed Name: _____

Bidder Name: _____

Date: _____

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

CONTRACT EXCEPTION FORM

Any bidder who requires/requests revision(s) to the Form of Contract (contained in Part 3 of this ITB) must submit this completed Contract Exception Form during the Question portion of the ITB process. The County is under no obligation to grant any exceptions and bid that are contingent on exceptions to the Contract being granted will not be accepted. If an exception is rejected by the County and the bidder subsequently submits a bid, the bidder is deemed to have waived their request for a Contract exception.

Request for Revision to Form of Contract
Identify the specific Contract provision(s) that Bidder takes exception to:
Explain the specific revision(s) that are being requested (such as, delete the provision or modify it to state...)

Signature: _____ Printed Name: _____

Bidder Name: _____

Date: _____

VENDOR INFORMATION FORM

DATE: _____

COMPANY NAME: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOLL FREE NUMBER: _____

EMAIL: _____

FEID NUMBER: _____ OR SSN: _____

CONTACT PERSON: _____

TITLE: _____

CONTACT NUMBER: _____

The information requested above is necessary to update our files or to add your name to the County’s vendor list. You are a vital part of the operation of Levy County and we want to thank you for your support. The information on this form will allow us to pay you for the goods and/or services we have received in a timely manner and give us the ability to contact the necessary person in case there is a problem or question in processing.

THIS DOCUMENT MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

W9 FORM
(On following Page)