

**SUBMIT BID TO:**  
PURCHASING DEPARTMENT  
UNIVERSITY OF FLORIDA  
ELMORE HALL, Room 102  
PO Box 115250  
GAINESVILLE, FL 32611-5250  
Phone: (352) 392-1331 - FAX: (352) 392-8837  
Web Address: www.purchasing.ufl.edu

**UF UNIVERSITY of FLORIDA**  
**INVITATION TO BID**  
**Commodity**  
**Acknowledgment Form**

Page 1 of 2 Pages with Attachments		BID WILL BE OPENED <b>November 20, 2009 at 2:00 PM</b> and may not be withdrawn within 45 days after such date and time.		BID NO. <b>ITB10MB-124</b>	
UNIVERSITY MAILING DATE: <b>10/29/09</b>		PURCHASING AGENT MB/LP		BID TITLE: <b>Austin Cary Memorial Forest Timber Sale</b>	
VENDOR NAME					
VENDOR MAILING ADDRESS		REASON FOR NOT SUBMITTING BID			
CITY - STATE - ZIP CODE		<p style="text-align: center;"><b>POSTING OF BID TABULATIONS</b></p> <p>Bid tabulations with intended award(s) will be posted electronically for review by interested parties at <a href="http://www.purchasing.ufl.edu">www.purchasing.ufl.edu</a> and will remain posted for a period of 72 hours excluding Saturdays, Sundays, or state holidays. Failure to file a protest in accordance with Board of Governors (BOG) Regulation 18.002 or failure to post the bond or other security as required in the BOG regulations 18.002 and 18.003(3), shall constitute a waiver of protest proceedings.</p>			
AREA CODE	TELEPHONE NO.				
	FAX NO.				
	WEB ADDRESS				
	EMAIL ADDRESS				

*I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the vendor and that the vendor is in compliance with all the requirements of the Invitation to Bid, including but not limited to, certification requirements. In submitting a bid on behalf of the Board of Trustees, hereinafter known as the University, the vendor offers and agrees that if the bid is accepted the vendor will convey, sell, assign, or transfer to the University all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the University for price fixing relating to the particular commodities or services purchased or acquired by the University. At the University's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the vendor.*

\_\_\_\_\_  
AUTHORIZED SIGNATURE (MANUAL)

\_\_\_\_\_  
NAME AND TITLE (TYPED)

**GENERAL CONDITIONS**

**SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the date, and time of the bid opening and the bid number. Bids not submitted on the attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

1. **EXECUTION OF BID:** Bid must contain an original manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by vendor must be initialed.

2. **NO BID:** If not submitting a bid, respond by returning only this vendor acknowledgment form, marking it "NO BID", and explain the reason in the space provided above. Failure to respond to a procurement solicitation without giving justifiable reason for such failure, nonconformance to contract conditions, or other pertinent factors deemed reasonable and valid shall be cause for removal of the supplier's name from the bid mailing list. NOTE: To qualify as a respondent, vendor must submit a "NO BID", and it must be received no later than the stated bid opening date and hour.

3. **BID OPENING:** Shall be public, on the date, location and the time specified on the bid form. It is the vendor's responsibility to assure that the bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids. NOTE: Bid tabulations will be posted electronically at [www.purchasing.ufl.edu](http://www.purchasing.ufl.edu). Bid tabulations will not be provided by telephone.

4. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid and will include all packing, handling, shipping charges, and delivery to the destination shown herein.  
(a) **TAXES:** The University does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property or services. The Florida Tax Exempt Number is 11-06-024056-57C. This exemption does not apply to purchases of tangible personal property or services made by vendors who use the tangible personal property or services in the performance of contracts for the improvement of University-owned real property as defined in Chapter 192, F.S.  
(b) **DISCOUNTS:** Vendors are encouraged to reflect trade discounts in the unit prices quoted; however, vendors may offer a discount for prompt payment. Prompt payment discounts will not be considered in the bid award. However, every effort will be made to take the discount within the time offered.

(c) **MISTAKES:** Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at vendor's risk. In case of a mistake in extensions the unit price will govern.

(d) **INVOICING AND PAYMENT:** Payment will be made by the University of Florida after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified. An original invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment. Payment shall be made in accordance with Section 215.422 (1) (2) F.S. **VENDOR OMBUDSMAN:** The University's vendor ombudsman, whose duties include acting as an advocate for vendors may be experiencing problems in obtaining payment from the University, may be contacted at 352-392-1241.

(e) **ANNUAL APPROPRIATIONS:** The University's performance and obligation to pay under any contract awarded is contingent upon an annual appropriation by the Legislature.

(f) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current standard production model available at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

(g) **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards hereunder.

5. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, F.S. All vendors must disclose with their bid the name of any officer, director, or agent who is also an employee of the University of Florida. Further, all vendors must disclose the name of any University employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

6. **AWARDS:** As the best interest of the University may require, the right is reserved to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. When it is determined there is no competition to the highest responsible vendor, evaluation of other bids are not required. Vendors are cautioned to make no assumptions unless their bid has been evaluated as being responsive.

**7. INTERPRETATIONS/DISPUTES:** Any questions concerning conditions or specifications shall be directed in writing to the Purchasing Department. Inquiries must reference the date of bid opening and bid number. No interpretations shall be considered binding unless provided in writing by the University in response to requests in full compliance with this provision.

**8 NOTICE OF BID PROTEST BONDING REQUIREMENT:** Any person or entity who files an action protesting a decision or an intended decision pertaining to a competitive solicitation shall at the time of filing the formal protest, post with the University a bond payable to the University in an amount equal to: 10% of the estimated value of the protestor's bid or proposal; 10% of the estimated expenditure during the contract term; \$10,000.00; or whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the person or entity filing the protest action. In lieu of a bond, the University may accept a cashier's check, bank official check or money order in the amount of the bond. **FAILURE OF THE PROTESTING PERSON OR ENTITY TO FILE THE REQUIRED BOND, CASHIER'S CHECK, BANK OFFICIAL CHECK OR MONEY ORDER AT THE TIME OF THE FILING THE FORMAL PROTEST SHALL RESULT IN DENIAL OF THE PROTEST.**

**9. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this bid prior to their delivery, it shall be the responsibility of the successful vendor to notify the purchaser at once, indicating in writing the specific regulation which requires an alteration. The University reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the University.

**10. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the University, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any vendor shall not constitute a cognizable defense against the legal effect thereof.

**11. LOBBYING:** Vendor is prohibited from using funds provided under any contract or purchase order for the purpose of lobbying the Legislature or any official, officer, commission, board, authority, council, committee, or department of the executive branch or the judicial branch of state government.

**12. ADVERTISING:** In submitting a bid, the vendor agrees not to use the results therefrom as a part of any commercial advertising. Vendor may not use the names, logos, or trademarks of the University, its employees, or affiliates without the prior written consent of the University.

**13. ASSIGNMENT:** Any contract or purchase order issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the purchaser.

**14. LIABILITY:** The vendor agrees to indemnify and save the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, and employees harmless from any and all judgments, orders, awards, costs and expenses, including attorney's fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by the vendor, its employees, its subcontractors, or the University of Florida, the State of Florida and the Florida Board of Governors, their officers, agents, or employees, or third persons, arising out of or in connection with any contract awarded and which are the result of the vendor's breach of contract or of the negligent acts of the vendor, its officers, agents, and employees. This clause does not apply to contracts between government agencies.

**15. FACILITIES:** The University reserves the right to inspect the vendor's facilities at any time with prior notice.

**16. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of any offer by the University of Florida, the right is reserved to acquire additional quantities up to but not exceeding those shown on bid or the bid level at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY".

**17. SERVICE AND WARRANTY:** Unless otherwise specified, the vendor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Vendors must explain on an attached sheet to what extent warranty and service facilities are provided.

**18. SAMPLES:** Samples of items, when called for, must be furnished free of expense, on or before bid opening time and date, and if not destroyed, may upon request, be returned at the vendor's expense. Each individual sample must be labeled with vendor's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with the bid. If instructions are not received within this time, the commodities shall be disposed of by the University.

**19. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage of all items shall be the responsibility of the contract supplier until accepted by the University, unless loss or damage results from negligence by the University. The contract supplier shall be responsible for filing, processing and collecting all damage claims.

However, to assist him in the expeditious handling of damage claims, the University will:

- (a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- (b) Report damage (Visible or Concealed) to the carrier and contract supplier confirming such reports in writing within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.
- (c) Retain the item and its shipping container, including inner packing material until inspection is performed by the carrier, and disposition given by the contract supplier.
- (d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

**20. PATENTS, COPYRIGHTS, TRADEMARKS, ROYALTIES** and other Intellectual Property: The vendor, without exception, shall indemnify and save harmless the University and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the University of Florida. If the vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**21. CONFLICT BETWEEN DOCUMENTS:** If any terms and conditions contained within the documents that are a part of this ITB or resulting contract are in conflict with any other terms and conditions contained therein, then the various documents comprising this ITB or resulting contract, as applicable, shall govern in the following order of precedence: change order, purchase order, addenda, special conditions, general conditions, specifications, departmental description of work, and bid.

**22. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Vendor shall submit with the bid, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The vendor shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. The University of Florida reserves the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

**23. NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested and/or inspected for compliance with specifications by any appropriate testing facilities. Should the items fail, the University may require the vendor to reimburse the University for costs incurred by the University in connection with the examination or testing. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery data in bid and/or purchase order may result in vendor being found in default in which event any and all procurement costs may be charged against the defaulting vendor. Any violation of these conditions may also result in the vendor's name being removed from the University of Florida's vendor file.

**24. PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid will become a public document pursuant to Section 119.07 F.S. This includes material which the responding vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07 F.S.

**25. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the University of Florida, Monday through Friday, unless otherwise specified.

**26. PUBLIC PRINTING - PREFERENCE GIVEN PRINTING WITHIN THE STATE:** The University of Florida shall give preference to vendors located within the state when awarding contracts to have materials printed, whenever such printing can be done at no greater expense than, and at a level of quality comparable to, that obtainable from a vendor located outside of the state.

- (a) **CONTRACTS NOT TO BE SUBLET:** In accordance with Class B Printing Laws and Regulations "Printing shall be awarded only to printing firms. No contract shall be awarded to any broker, agent, or independent contractor offering printing manufactured by other firms or persons."
- (b) **DISQUALIFICATION OF VENDOR:** Reasonable grounds for believing that a vendor is involved in more than one bid for the same work will be cause for rejection of all bids in which such vendors are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between vendors. Bids in which the prices obviously are unbalanced will be subject to rejection.
- (c) **TRADE CUSTOMS:** Current trade customs of the printing industry are recognized unless accepted by Special Conditions or Specifications herein.
- (d) **COMMUNICATIONS:** It is expected that all materials and proofs will be picked up and delivered by the printer or his representative, unless otherwise specified. Upon request, materials will be forwarded by registered mail.
- (e) **RETURN OF MATERIAL:** All copy, photos, artwork, and other materials supplied by the University of Florida must be handled carefully and returned in good condition upon completion of the job. Such return is a condition of the contract and payment will not be made until return is affected.

**END OF SECTION**

- (1) **AWARD** – Award will be made on an "All-or-None Offer Total Offer" basis. Any contract awarded pursuant to this Bid/RFP will be awarded to the single best bidder/proposer or to none at all.
- (2) **CANCELLATION** – University Purchasing, by written notice, may terminate in whole or in part any purchase order resulting from this Invitation to Bid, when such action is in the best interest of the University. If the purchase order is terminated, the University shall be liable only for payment of services rendered prior to the effective date of the termination. Services rendered will be interpreted to include the cost of items already delivered, plus the reasonable cost of supply action short of delivery.
- (3) **AVAILABILITY OF FUNDS** – The State of Florida's and the University's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature of the State of Florida.
- (4) **QUALIFICATIONS OF BIDDERS** – This bid will be awarded only to a responsible bidder qualified by experience to provide the work specified.

If the bidder has not been pre-qualified with University Purchasing within the fiscal year (July 1 through June 30), the following evidence of eligibility may be required to be submitted:

- A. Evidence that bidder is licensed by the appropriate government agency to perform the work specified.
  - B. Experience record showing bidder's training and experience in similar work.
  - C. List and briefly describe projects of similar size and/or complexity which have been completed satisfactorily. List should include names of contracts, dates of contracts, location, and names and addresses of owners.
- (5) **INVITATION TO BID FORM** – All bids should be submitted on the University of Florida Invitation to Bid/Bidders Acknowledgment form with one (1) complete original bid and one (1) complete photocopy in a sealed envelope, with the following information on the outside of the envelope: bid number, date and time of bid opening, and Company name in order to be considered in the award.
  - (6) **EQUAL OPPORTUNITY STATEMENT** – The State Universities have established equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination and prohibits discrimination based on race, creed, color, sex, age, national origin, marital status or religion. To be considered for inclusion as a supplier under this agreement, the proposer commits to the following:
    - A. The provisions of Executive Order 11246, September 24, 1966, and the rules, regulations and relevant orders of the Secretary of Labor are applicable to each order placed against this agreement regardless of value.

- B. If the proposer expects to receive \$10,000 in orders during the first 12 months of this agreement, a complete certificate of non-segregated facilities shall be attached to the proposal response.
- C. If the proposer expects to receive \$50,000 in orders during the first 12 months of this agreement and employs more than 50 people, standard form 100 (EEOO-1) must be filed prior to March 1 of each year.
- D. If the proposer expects to receive \$50,000 in orders during the first 12 months and employs more than 50 people, a written program for affirmative action compliance must be maintained by the proposer, subject to review upon request by the user agencies of this agreement.

If you have already complied with the above, please indicate \_\_\_\_.

- (7) **INQUIRIES** – The University will not give verbal answers to inquiries regarding the specifications, or verbal instructions prior to or after the award of the bid. A verbal statement regarding same by any person shall be non-binding. The University is not liable for any increased costs resulting from the Bidder accepting verbal direction. All changes, if necessary, shall be made by written addendum to the bid.

Any explanation desired by Vendors must be requested of the University of Florida Purchasing and Disbursement Services in writing, and if an explanation is necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Vendor who has received a set of the bid documents from the University. Vendors obtaining bid documents from any other source must notify the University of their name, address, telephone, and facsimile numbers in order to receive any addenda. Direct all inquiries to Mercedes Bongiovanni at (352)392-1331 ext. 210 or [mbongio@ufl.edu](mailto:mbongio@ufl.edu).

- (8) **INSPECTION OF FACILITIES** – It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from academic or other University activities. Arrangements for bidder's inspection of campus facilities and/or activity schedules may be secured from Dan Schultz at (352)371-2153 or [forestr@ufl.edu](mailto:forestr@ufl.edu).

- (9) **INSURANCE – NON-CONSTRUCTION** – The Contractor shall purchase from and maintain with a company or companies, lawfully authorized to do business in Florida and acceptable to the University, such insurance as will protect the Contractor from claims arising out of or resulting from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be issued and countersigned by representatives of such companies duly authorized for the State of Florida and shall be written on ISO standard forms or their equivalents. The Contractor shall file with the University Certificates of Insurance prior to the commencement of the work and shall file certificates of insurance evidencing the renewal of such policies at least thirty (30) days prior to the date the each applicable insurance policy is scheduled to expire.

Contractors Liability Insurance - The Contractor shall provide the ISO Commercial General Liability policy for general liability coverage's for limits of not less than of \$500,000 per occurrence. Coverage's shall be maintained without interruption from date of commencement of work until date of final payment.

Worker's Compensation - The Contractor shall secure and maintain for the life of this Agreement, valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes.

Automobile Liability - The Contractor shall secure and maintain during the life of this Agreement, Automobile Liability insurance on all vehicles against bodily injury and property damage in the amount of at least, \$500,000 per occurrence.

- (10) **PROTECTION OF PROPERTY** – The successful bidder shall at all times guard against damage or loss to the property of the University or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The University may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents. The contractor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
- (11) **PRISON REHABILITATIVE INDUSTRIES** – 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 of Florida in the same manner and under the procedures set forth in Section 946.515 (2), (4), Florida Statutes; 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. Contact, Terrie Brooks, Bid Administrator, PRIDE of Florida, 2720 Blair Stone RD, Suite G, Tallahassee, FL 32301
- (12) **BID DELIVERY** – If this bid will be mailed through the U. S. Postal Service as regular mail, address the bid to the PO Box as shown on the Invitation to Bid Acknowledgment Form.
- If a company representative plans to attend the bid opening; if the bid will be hand delivered; or if the bid will be delivered by a service other than the U. S. Postal Service regular mail, i.e., Federal Express, Airborne, United Parcel Service, Courier, U. S. Postal Express Mail, etc., address the bid to the Building and room number as shown on the Invitation to Bid Acknowledgment form.
- (13) **PUBLIC ENTITY CRIME** – A person or affiliate who has been placed on the convicted vendor list by the Department of Management Services, State of Florida, may not submit a proposal on a contract to provide any goods or services, including construction, repairs, or leases and may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant for the University of Florida for a period of 36 months from the date of being placed on the convicted vendor list, a "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or any entity under the control of any

natural person who is active in its management and who has been convicted of a public entity crime (Rule 6C1-3.020 FAC).

**FEDERAL DEBARMENT** – By signing this bid/proposal, the offeror certifies, to the best of its knowledge or belief, that the offeror and its principals are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; or have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them in connection with a public contract or subcontract; or are not criminally or civilly charged by a governmental entity with commission of offenses; or has not within a three year period preceding this offer had a contract terminated for default by any Federal agency. (Federal Acquisition Regulation 52.209-5)

**DISCRIMINATION** – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

- (14) **SMALL BUSINESS PROGRAM** – University is an equal opportunity institution and, as such, encourages the use of small businesses, including women and minority-owned small businesses in the provision of goods and services. Small businesses should have a fair and equal opportunity to compete for dollars spent by the University. Competition ensures that prices are competitive and a broad vendor base is available. Vendor shall use good faith efforts to ensure opportunities are available to small businesses, including women and minority-owned businesses. For questions about the University’s Small Business Program contact Faylene Welcome, Director of Small Business and Vendor Diversity at (352)392-1331 or [fwelcom@ad.ufl.edu](mailto:fwelcom@ad.ufl.edu).
- (15) **AMERICANS WITH DISABILITY ACT** – If special accommodations are needed in order to attend a pre-proposal meeting or a proposal opening, contact Mercedes Bongiovanni at (352)392-1331 ext. 210 or email at [mbongio@ufl.edu](mailto:mbongio@ufl.edu), three business days prior to either Pre-Proposal meeting or Proposal opening.
- (16) **NOTICE TO CONTRACTOR** – The University shall consider the employment by any contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this contract.
- (17) **USE OF TERMS** – The terms University of Florida, University, IFAS and Institute of Food and Agricultural Sciences are used synonymously in this Invitation to Bid unless otherwise indicated. The terms vendor, proposer and contractor are used synonymously in this ITB unless otherwise indicated.

- (18) ERRORS** – The University is not liable for any errors or misinterpretations made by the proposer in responding to this Invitation to Bid.
- (19) CONFIDENTIALITY** – From the date of issuance of this ITB, until a proposal is made, the vendor must not make available or discuss his or her proposal, or any part thereof, with any employee or agent of the University, unless permitted by the University Purchasing Authority, in writing, for purposes of clarification only.
- (20) VENDOR’S EXPENSE** – All proposals submitted in response to the ITB must be submitted at the sole expense of the Vendor, whether or not any agreement is signed as a result of this Invitation to Bid. Proposers will pay all costs associated with the preparation of proposals and necessary visits to campus and other required site visits.
- (21) CONTRACTOR SHALL IMPLEMENT** – a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.

**UNIVERSITY OF FLORIDA**

**TIMBER SALE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between the UNIVERSITY OF FLORIDA hereinafter called the SELLER, and

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Company Name

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Company Address

---

City

State

Zip

Hereinafter called the PURCHASER.

**ARTICLE I**

Preamble

For and in consideration of the promises and agreements hereinafter contained, SELLER agrees to sell and permit PURCHASER to cut, and PURCHASER agrees to purchase, cut, and remove such cut timber specified in this Agreement, subject to the Agreement provisions.

**ARTICLE II**

Description

The Austin Cary Memorial Forest (ACMF) Timber Sale contains 42 acres, more or less, in Section 4, T9S, R21E in Northeast Alachua County, Florida. All merchantable timber, as described in Article III, is to be cut within the boundaries of the Sale Area. Boundaries of sale areas are shown on the attached map.

**ARTICLE III**

Timber Included

This Agreement includes only that timber described below within the specified parts of Compartment 8 as indicated on the attached sale area map.

Compartment 8 has three stands 134, 191, and 195 totaling  $\pm$  42 acres of merchantable Pine.

Stand 134 is  $\pm$  23 acres consisting of 1964 and 1975 planted slash pine, mature natural pine, and scattered hardwoods. Logging will be on a clearcut basis. Wetlands 204 and 206 are NO HARVEST ZONES and will have NO harvest activities. The sale area is defined to the north by disked fire lines and yellow sale lines, and forest roads on the east, west, and south.

Stand 191 is  $\pm$  5 acres consisting of hardwood/nature pine and only those pines marked with a BLUE X may be cut. Stand defined by white painted trees.

Stand 195 is  $\pm$  14 acres consisting of 1975 planted pine, natural pine, and scattered hardwoods. Logging will be on a clearcut basis. Sale area is defined to the east by a ditch and boundary fire line, to the south by a boundary fire line, and the west by a forest road.

## ARTICLE IV

### Conditions of Sale

PURCHASER agrees to cut and remove timber included in this Agreement in strict accordance with all conditions, Florida Silvicultural Best Management Practices (BMP's), and requirements contained herein. If this Agreement contradicts the timber sale prospectus, the Agreement governs. All timber in this contract remains the property of the SELLER until paid for in full.

This Timber Sale is a **LUMP SUM** sale for all pine and hardwood timber cut.

The successful bidder has 30 days after bid opening to meet with the ACMF Forester, Dan Schultz to sign the Timber Sale Agreement and submit the Lump Sum payment and Performance Bond.

The successful bidder for this sale shall have six (6) months after the date of the contract to complete harvest operations. Extensions will be considered only when Acts of God or other extreme contingencies beyond the control of PURCHASER prevent this time schedule from being followed. The PURCHASER may make a written request for an extension at least fifteen (15) days prior to the Agreement termination, with the reasons for the request stated therein.

PURCHASER or his representative agrees to have a conference with the ACMF Forester, Dan Schultz, or his representative before cutting begins to discuss logging plans; e.g. roads, loading ramps, and skid trails.

PURCHASER and/or his employees shall exercise care at all times against the starting and spreading of fires in the sale and surrounding areas. PURCHASER shall be held liable for all damages caused by such fires. Damages will be determined by one person representing the PURCHASER, one representing the SELLER, and a third person chosen by both parties.

Logging crew members will not operate equipment within designated wetlands and other sensitive areas shown on the maps and marked on the ground, and will comply with Florida's 2008 Silvicultural Best Management Practices in all operations. Logging operations will be temporarily suspended if rainfall exceeds 2" in a 24-hour period.

Stumps shall be cut as low to the ground as possible and delimiting gates may be used with the following stipulations: Delimiting gates must be moved frequently to avoid large debris piles. Roadways will be kept clear of logging debris and log trucks will be loaded off the roadways. Existing fire lines may be used as skid trails.

The right of ingress to, and egress from, the sale area is hereby granted to PURCHASER, for the duration of this Agreement. The entry points to the sale area are two gates on the ACMF northwest boundary along Waldo Road (State Highway 24) and forest roads. See attached map.

Operations on the sale area may be suspended by the Forester or his representative after written notice has been served on PURCHASER if the conditions and requirements contained in this Agreement are disregarded. Failure to comply with any of said conditions and requirements would be sufficient cause for termination of this Agreement.

PURCHASER may not subcontract any part of this contract, without prior written approval of SELLER.

PURCHASER shall be responsible for seeing that the logging area, particularly around the logging 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 PURCHASER to see that the area is cleaned up upon completion of the logging activities.

PURCHASER agrees to assume full responsibility and be liable for all damages to persons or property incurred in or resulting from the harvesting of timber. PURCHASER agrees further, by the acceptance of this Agreement, to release, acquit, indemnify, save and hold harmless the SELLER and the State of Florida, their 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 Agreement.

PURCHASER must maintain Workers Compensation Insurance, property liability insurance and vehicle liability insurance during the time any of his/her personnel are working on the sale area, and shall furnish SELLER with a **Certificate of Insurance** prior to start of any work on the timber sale.

PURCHASER shall notify the Forester at least two (2) working days prior to the completion of the sale so that a compliance inspection can be made.

Decisions of SELLER shall be final in the interpretation of the regulations and provisions governing the sale, cutting, and removal of timber covered herein.

**ARTICLE V**

**LUMP SUM AMOUNT:** \_\_\_\_\_.

Payment will be by check made out to **UNIVERSITY OF FLORIDA** and delivered to the ACMF Forester, Dan Schultz when the Timber Sale Agreement is signed.

Performance Bond

A Performance Bond of \$5,000 will be made to the SELLER, when the Timber Sale Agreement is signed, for the purpose of covering any damage to University of Florida property after harvesting operations have ended. The ACMF forester and a representative of the PURCHASER will make a compliance inspection of the Sale Areas to determine if all conditions of the contract have been honored. If all conditions have been met the entire Performance Bond will be returned to the PURCHASER.

UNIVERSITY OF FLORIDA:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Date

PURCHASER:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Date

UNIVERSITY OF FLORIDA  
AUSTIN CARY MEMORIAL FOREST  
TIMBER SALE PROSPECTUS

Sealed bids are invited for harvesting merchantable pine timber on 42 acres, more or less, on the Austin Cary Memorial Forest, 10625 N.E. Waldo Road, Gainesville, FL 32609 in Northeast Alachua County described under SALE AREAS and identified in Figures 1 and 2.

**SALE AREAS:**

Compartment 8 sale area 134 has  $\pm$  23 acres of planted Slash pine to be clearcut in Sec 4, T9S, R21E. Stand (Age): 34 & 45 years. All merchantable hardwoods in this block will also be harvested. No harvesting will be conducted in several small designated wetland areas.

Boundary to the north is defined by yellow sale lines and fire lines and to the east, south and west by forest roads.

Compartment 8 sale area 191 has  $\pm$  5 acres of hardwood/natural pine to be thinned in Sec 4, T9S, R21E. Thinned trees are marked with blue painted X.

Stand (Age): 20-40 years.

Boundaries are defined by fire lines and trees with white painted bands.

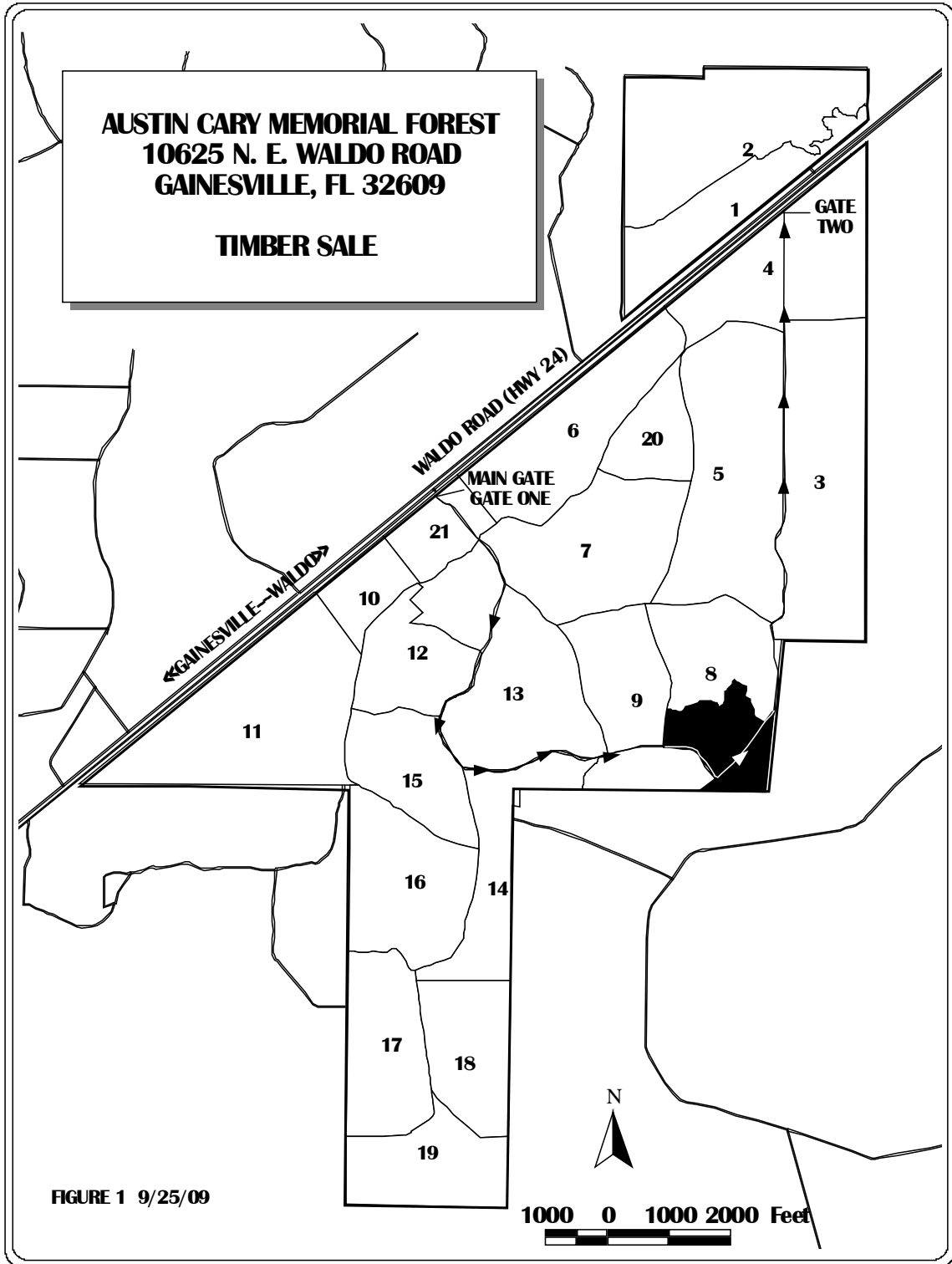
Compartment 8 sale area 195 has  $\pm$  14 acres of planted Slash pine to be clearcut in Sec 4 & 9, T9S, R21E. Stand (Age): 34 years. All merchantable hardwoods in this block will also be harvested.

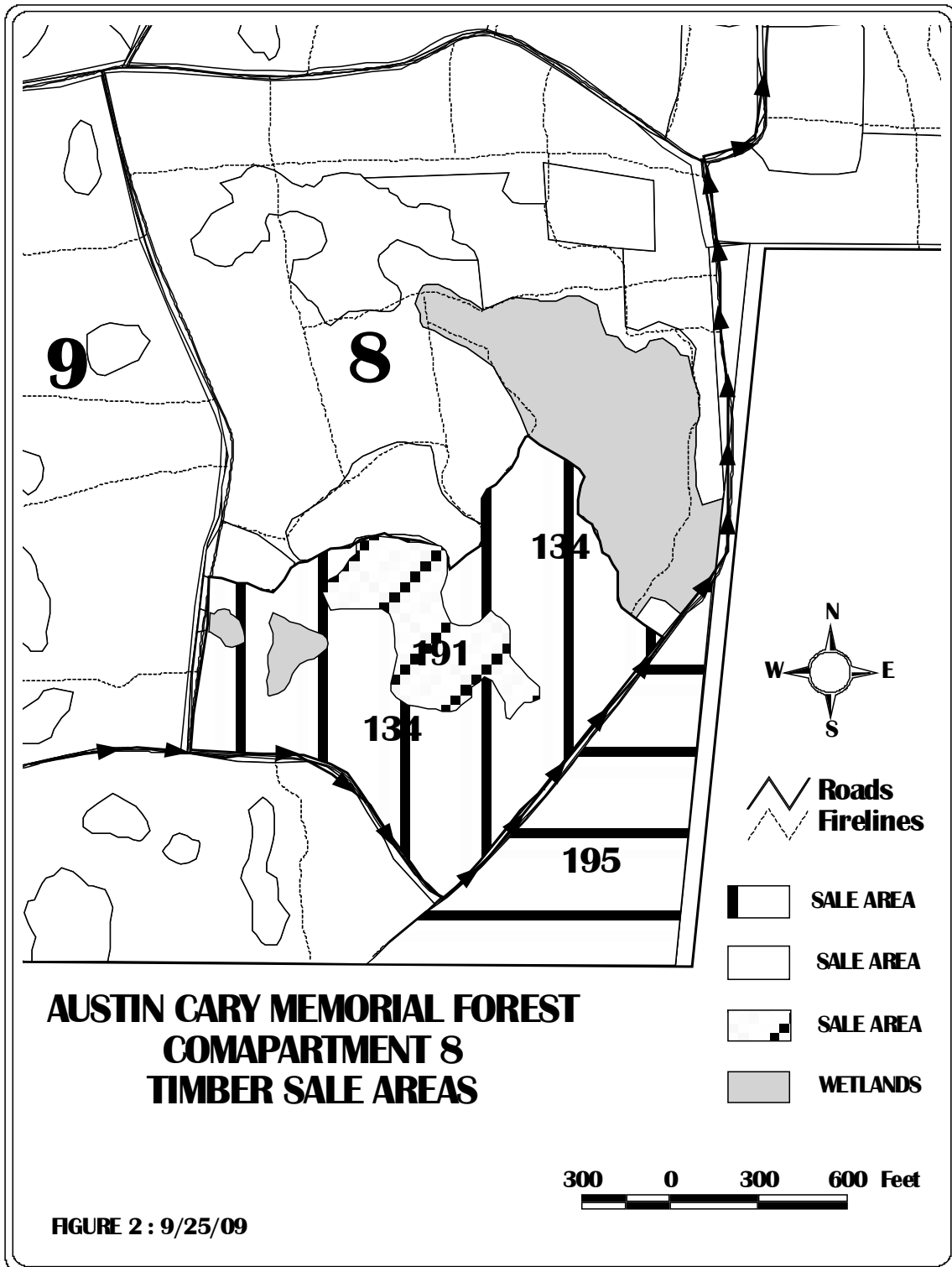
Boundary to the west is a forest road and to the south is forest boundary fire line and fence line, and to the east is a drainage ditch, boundary fire line and fence line.

**CONDITIONS:**

1. Compartment 8 was cruised January 2008. The tables in Addendum 1 represent the diameter distribution and volume in tons per product class. These volumes are representative estimates and are not guaranteed. Bidders shall satisfy themselves as to volume and value of timber for sale before bidding. See Addendum 1.
2. Bidders should carefully examine both the agreement and the sale area on the ground before placing a bid. Failure to do so will be at the bidder's risk. If this prospectus contradicts the sale agreement, the agreement governs.
3. Interested parties may inspect the property and/or make a detailed cruise of the sale areas from 7:30am to 4:00pm, Monday through Friday, by contacting Dan Schultz, Forester, Office: (352)371-2153 or Cell: (352)317-7675 or email [forestr@ufl.edu](mailto:forestr@ufl.edu).
4. The University of Florida reserves the right to reject any and all bids. A minimum acceptable bid will be placed in a sealed envelope and opened at the date and time of the bid opening. The bidder making the highest **LUMP SUM** bid will be awarded the bid. The ACMF forester will provide cruise data used in the calculations. As the best interest of the State may require, the right is reserved to reject any and all bids and to waive any irregularity in the bids received.
5. **Bids must be submitted on the attached Bid Form.** Amount of the bid should be plainly written in ink or typed and the bidder's signature is required. All corrections made by the bidder to his bid price must be initialed. Other information to be completed on the bid form includes the bidder's name and title, date, company name, address, phone number, and FEID number. If a bid is submitted with other than the required information, the University of Florida reserves the right to reject the bid. Offers by telephone are NOT acceptable. Firm prices shall be bid, and a bid may not be altered after opening of the bids.

6. Bids should be plainly marked on the envelope: "SEALED BID, AUSTIN CARY MEMORIAL FOREST TIMBER SALE", and reach the Purchasing Division, University of Florida, Elmore Hall, Room 102, PO Box 115250, Gainesville, FL 32611-5250, **NOT** later than 2:00 PM on November 20, 2009.
7. Telephone notification of a successful bid will be tendered within 12 hours and written notification will be provided within five working days.
8. The successful Bidder must sign the Timber Sale Agreement and provide checks for the total lump sum bid price as well as a Performance Bond of \$5,000 within thirty (30) days after he is notified that the University of Florida accepted his bid. Failure to do so will result in the consideration of the next highest bid.
9. **All checks should be made payable to the University of Florida.**
10. The PURCHASER will have six (6) months after signing the timber sale agreement to complete all harvesting operations. Extensions will be considered only when Acts of God or other extreme contingencies beyond the control of the PURCHASER prevents the completion of the timber sale during the designated six (6) months.





**ADDENDUM 1: ACMF CRUISE REPORT**

DATE: Jan. 08  
 Cpt/Stand 8/134  
 ACRES: ~23.3  
 Type of Cruise: 3X3  
 Cruised by: ACMF Staff  
 No. of Samples: 23

DATE: Dec. 07  
 Cpt/Stand 8/195  
 ACRES: 13.7  
 Type of Cruise: 3X3  
 Cruised by: ACMF Staff  
 No. of Samples: 16

DBH	Trees	PW	TONS		TOTAL
			CNS	ST	
4	102	5			5
5	251	20			20
6	277	39			39
7	525	102			102
8	731	86	116		202
9	643	21	208		229
10	547	15	233		248
11	296	7	157		164
12	101	7	39	22	68
13	72	10		48	58
14	18	2		15	17
15	8	1		7	8
16	17	1		8	9
		316	753	100	1169

DBH	Trees	PW	TONS		TOTAL
			CNS	ST	
5	222	19			19
6	261	35			35
7	214	45			45
8	262	21	53		74
9	499	15	161		176
10	236	6	98		104
11	230	5	117		122
12	99	7	33	23	63
13	45	4		28	33
14	0	0		0	0
15	7	1		7	8
		159	462	58	679