## 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 date and hour must be initialed. Bids which for any reason are not so delivered will not be considered. A bid may not be altered after opening of the bids.

### BID OPENING:
Shall be public, on the date, location and the time specified on the bid form. 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. Bid tabulations will not be provided by telephone.

### PRICES, TERMS AND PAYMENT:
Firm prices shall be bid and further terms and payments shall be followed as per instructed in Bid Documents. (a) MISTAKES: Vendors are expected to examine the specifications, bid prices, extensions, and all instructions pertaining to purchase. Failure to do so will be at vendor's risk. (b) PAYMENT: Payment will be made to the University of Florida as per instructions in Article IV of the Timber Sale Agreement.

### CONFLICT OF INTEREST:
The award hereunder is subject to the provisions of Chapter 113, 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.

### AWARDS:
As the best interest of the University may require, the right is reserved; to reject any and all bids or waive any minor irregularity or technicality in bids received.

### 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.

### 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.

### 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.

### 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.

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### 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.

### NO BID:
If not submitting a bid, respond by returning only this vendor acknowledgment form and may not be withdrawn within 45 days after such date and time. BID TITLE: Austin Cary Memorial Forest Timber Sale

### POSTING OF BID TABULATIONS:
Bid tabulations with intended award(s) will be posted electronically for review by interested parties at www.purchasing.ufl.edu 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.

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**Page 1 of 11 Pages**

**SUBMIT BID TO:**
PURCHASING DEPARTMENT
UNIVERSITY OF FLORIDA
ELMORE HALL, Room 102
PO Box 115250
GAINESVILLE, FL 32611-5250

**GAINESVILLE, FL 32611-5250**
**PO Box 115250**
**ELMORE HALL, Room 102**

**SUBMIT BID TO:**

<table>
<thead>
<tr>
<th>UNIVERSITY MAILING DATE:</th>
<th>PURCHASING AGENT</th>
<th>BID TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 25, 2011</td>
<td>EM/KB</td>
<td>Austin Cary Memorial Forest Timber Sale</td>
</tr>
</tbody>
</table>

**VENDOR MAILING ADDRESS**

**REASON FOR NOT SUBMITTING BID**

**POSTING OF BID TABULATIONS**

**AUTHORIZED SIGNATURE (MANUAL)**

**NAME AND TITLE (TYPED)**
11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.
TIMBER SALE PROSPECTUS

Description
Sealed bids are invited for harvesting merchantable pine and hardwood timber at the Austin Cary Memorial Forest at 10625 NE Waldo Road, Waldo, FL 32609 in Alachua County described under SALE AREAS and identified on Figure 1.

This is a marked thinning of approximately 76 acres of slash pine plantation planted between 1959 and 1980. An inventory of marked trees was conducted, yielding the estimated breakdown of total trees by DBH class provided below (Table 1).

<table>
<thead>
<tr>
<th>DBH Class</th>
<th>Total Trees</th>
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<tbody>
<tr>
<td>4</td>
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<tr>
<td>6</td>
<td>2,581</td>
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<tr>
<td>8</td>
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<td>16</td>
<td>7</td>
</tr>
<tr>
<td>18</td>
<td>3</td>
</tr>
</tbody>
</table>

CONDITIONS:

1. Estimates provided by PURCHASER of trees to be harvested, by DBH class, are non-binding. Bidders shall satisfy themselves as to volume and value of timber for sale before bidding.

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. Contact Scott Sager, ACMF Forester at 352.317.7676 or email sasager@ufl.edu to schedule.

Page 5 contains a map of the sale area.

PLEASE NOTE: MAP DOES NOT TAKE THE PLACE OF SITE INSPECTION.

4. Awarding the bid will be based on a LUMP SUM from the highest bidder. 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:

    Attn: Eric Money  
    ITB#: ITB12EM-125 Austin Cary Memorial Forest Timber Sale  
    Opening Date/Time: 12.02.2012, 02:00 PM

and reach the Purchasing Division, University of Florida, Elmore Hall, Room 102, PO Box 115250, Gainesville, FL 32611-5250, on or before 2:00 PM Friday, 02 December 2011.

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 Security Bond of 20% of bid within 30 days after he is notified that the University of Florida accepted his Bid, or two days prior to commencing harvesting, whichever is earlier. 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.
Planted Pine to be THINNED

CUT trees marked with BLUE paint

Sale Area approx. 76 ac.
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. **INVITATION TO BID FORM** – All bids shall 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:

   Attn: Eric Money  
   ITB#: ITB12EM-125 Austin Cary Memorial Forest Timber Sale  
   Opening Date/Time: 12.02.2012, 02:00 PM

3. **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.

   All Bids shall be delivered to the address listed on the Bid Acknowledgement no later than 2 p.m. on Friday, December 2, 2011. Any Bids not received before or by that time will not be accepted and/or returned to bidder.

   **PLEASE ADDRESS YOUR ENVELOPE CORRECTLY.**

4. **CANCELLATION** – University Purchasing, by written notice, may terminate in whole or in part any order resulting from this Invitation to Bid, when such action is in the best interest of the University. If the order is terminated, the Bidder shall be liable only for payment of product cut prior to the effective date of the termination.

5. **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 (bidders who received the Invitation to Bid via email are 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.
   d. List should include names of contracts, dates of contracts, location, and names and addresses of owners.

6. **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. 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.
   b. 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.
   c. 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.
   d. Direct all inquiries to Eric Money at (352) 392-1331 ext. 226 or emoney@ufl.edu.

7. **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 the forest and facilities and/or activity schedules may be secured from Scott Sager (352) 846-0846, sasager@ufl.edu.
8. **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 University of Florida Purchasing 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 (purchasing@ufl.edu or fax (352) 392-8837).

- **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 $1,000,000 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 Statues.
- **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, $1,000,000 per occurrence.

9. **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 make additional charges 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.

10. **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.

11. **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).

12. **FEDERAL DEBARRMENT** - By signing this Bid, 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).

13. **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. **AMERICANS WITH DISABILITY ACT** – If special accommodations are needed in order to attend a pre-Bid meeting or a Bid opening, contact Eric Money at (352)392-1331 ext. 226 or email at emoney@ufl.edu, three business days prior to either pre-Bid meeting or Bid opening.

15. **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.

16. **USE OF TERMS** – The terms SELLER, University of Florida, UF, University, Austin Cary Memorial Forest, ACMF, IFAS and Institute of Food and Agricultural Sciences are used synonymously in this Invitation to Bid unless otherwise indicated. The terms PURCHASER, vendor, proposer, offeror and contractor are used synonymously in this ITB unless otherwise indicated.

17. **ERRORS** – The University is not liable for any errors or misinterpretations made by the proposer in responding to this Invitation to Bid.

18. **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 Bid, 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.

19. **VENDOR’S EXPENSE** – All Bids 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. Bidders will pay all costs associated with the preparation of Bids and necessary visits to campus and other required site visits.

20. **CONTRACTOR SHALL IMPLEMENT** – a drug-free workplace program in accordance with the requirements of Section 440.102, Florida Statutes.

21. **TOBACCO-FREE CAMPUS POLICY** – Effective July 1, 2010, the University of Florida campus was designated tobacco-free. The use of cigarettes or other tobacco products in UF buildings, grounds, parking lots, or in vehicles in these areas is prohibited. The successful bidder is expected to respect this policy and fully comply with it.
UNIVERSITY OF FLORIDA_TIMBER SALE_AUSTIN CARY MEMORIAL FOREST

TIMBER SALE AGREEMENT

THIS AGREEMENT, made this ______ day of ______, 2011, between the UNIVERSITY OF FLORIDA hereinafter called the SELLER, and

__________________________________________________________________________

Company Name

__________________________________________________________________________

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 SALE AREA at the University of Florida, Austin Cary Memorial Forest (ACMF), contains 76 acres, more or less, in Section 33, T8S, R21E in northeastern Alachua County, FL. All timber marked in blue paint, as described in Article III, is to be cut within the boundaries of the sale area. Boundaries of sale area are shown on Figure 1.

ARTICLE III

Timber Included
This Agreement includes only that timber described below within the specified sale area indicated on the attached Figure 1. The sale area is predominantly composed of slash pine planted in 1959 and 1980, and previously thinned (third-row). All timber is marked with blue paint at head-height, as well as at the base. Harvesting will be a marked-thinning, removing all stems marked in blue paint, and only stems marked in blue paint. Trees marked in any other color are to be left.

Timber not marked with blue paint is expected to be left in good condition, without mechanical injury. Damage to unmarked trees will be compensated to SELLER through bonded security deposit.

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 timber cut. The University of Florida reserves the right to reject any and all bids. A PURCHASER 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 contract.
The successful bidder has 30 days after bid opening to meet with the ACMF Forester, Scott Sager, or his designate, to sign the Timber Sale Agreement and submit the Lump Sum payment and bonded security deposit.

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. Extensions are granted at the sole discretion of SELLER.

PURCHASER or his representative agrees to have a conference with the ACMF Forester, Scott Sager, 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 wetlands and other sensitive areas, and will comply with Florida’s 2008 Silvicultural Best Management Practices in all operations. Logging operations may be temporarily suspended if weather conditions dictate.

Stumps shall be cut as low to the ground as possible. Logging slash and debris (e.g., branches, non-merchantable tops and similar) will be spread throughout the sale area; no debris piles will be accepted. 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. Designated ingress to the sale area is via Gate 4 on State Road 24 (Waldo Road). Designated egress of the sale area is via Gate 5 on State Road 24 (Waldo Road). See attached Figure 1 for additional information.

PURCHASER agrees to leave all roads in a similar condition as when harvesting conditions began, including but not limited to, similar conditions of passability relative to vehicular traffic; and removing all logging debris, branches and similar. Any stabilization materials must be approved by SELLER in writing prior to installation.

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 and the use of the bonded security deposit.

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 dispose of equipment fluids (including, but not limited to, motor oil, hydraulic fluid and transmission fluid) off-site and in a proper manner. PURCHASER further agrees that under no circumstances whatsoever will any carcinogenic, controlled, toxic or otherwise hazardous substances or materials, or a container presently or formerly holding such substance(s), be allowed to drain, percolate
on or into, or be stored, dumped, buried or otherwise contaminate, taint or affect the sale area or any area adjacent to or in the vicinity of the sale area.

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, in accordance with University policies, 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 stating UF as additionally insured 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**

**Price and Bond**

**LUMP SUM AMOUNT:** $____________________________

Payment will be by check made out to UNIVERSITY OF FLORIDA and delivered to the ACMF Forester, Scott Sager, University of Florida, 10625 NE Waldo Road, Waldo FL, 32609, when the Timber Sale Agreement is signed.

**Security Bond**

A Security Bond of 20% of bid will be made to the SELLER and delivered with the payment check, when the Timber Sale Agreement is signed. The purpose of this bond is to cover any damage to University of Florida property including but not limited to: damage to roadways and drainage structures (including culverts), damage to gates and fences, damage to signs or similar. 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 Security Bond will be returned to the PURCHASER.

---

**Authorized Signatures**

UNIVERSITY OF FLORIDA:

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<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
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**MRO Purchasing Coordinator**

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PURCHASER:

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