

REQUEST FOR PROPOSALS
Four-Year Forest Thinning, Replanting, and Timber Sales Program
RFP# 2018-02

Baker County, Florida is seeking a qualified forest management, timber, or harvesting company to manage the replanting, thinning, and sale of timber located in St. Marys Shoals Park, off Otis Yarborough Road in Baker County, Florida. St. Marys Shoals Park is 2,400+ acres with large amounts of harvestable timber. The complete bid package is available on the County's website at www.bakercountyfl.org/purchasing.php

Proposals will be received until **3:00 p.m. March 8, 2018** in the Office of the County Manager, Baker County Board of Commissioners, 55 N. 3rd Street, Macclenny FL 32063. **Bid MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Submit two (2) copies of your bid in a sealed envelope or similar package marked "**Forest Management**" on the front of the envelope.

The deadline to submit questions is **March 5, 2018, at 10:00 AM.** Questions shall be submitted in writing to Kennie Downing, County Manager at kennie.downing@bakercountyfl.org. All answers will be issued in writing via addendum on the County's website.

Proposals will be opened and respondents announced at 3:00 P.M. local time, or as soon thereafter as practical, on March 8, 2018, in the Baker County Administrative offices, 55 N. 3rd Street, Macclenny FL 32063. The bid opening is open to the public.

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation process. **No faxed Proposals will be accepted.**

Additional information may be obtained from:

Baker County Board of County Commissioners
55 N. 3rd St.
Macclenny, FL 32063
(904) 259-3613

BAKER COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA

Kennie Downing
County Manager

**Baker County, Florida
Request For Proposal**

Four-Year Forest Thinning, Replanting, and Timber Sales Program

RFP2018 - 02

INTRODUCTION

The Baker County Board of Commissioners (“County”) is seeking a qualified forest management, timber, or harvesting company to manage the replanting, thinning, and sale of timber located in St. Marys Shoals Park, off Otis Yarborough Road in Baker County, Florida 32040. St. Marys Shoals Park is 2,400+ acres with large amounts of harvestable timber.

The County has a four-year timber management plan that lays out the thinning, replanting, and timber sale responsibilities with schedules. The successful company is responsible for following the four-year plan to accomplish the tasks described and provide timber harvesting revenue to the County.

Due Date & Time

Responses must be returned to Baker County by **3:00 pm on March 8, 2018**. Responses must be placed in a sealed envelope and either delivered or mailed to the County at:

Baker County Board of County Commissioners
Administration Offices, RFP # 2018-02
55 N. 3rd Street
Macclenny FL 32063
Phone: 904-259-5123

Please be aware that overnight carriers like Fedex and UPS may not be able to deliver “overnight” as they do in other metropolitan areas. Bidders are cautioned to allow an extra day when using these carriers to ensure the package arrives before the due date and time.

Questions

Questions should be in writing by e-mail to Kennie Downing, County manager at Kennie.downing@bakercountyfl.org

Responses to questions will be posted on the County’s website for all bidders to read.
Website: www.bakercountyfl.org/purchasing.php

Bidders are responsible for checking the website to see if any addendums have been posted prior to the bid opening date.

QUALIFICATIONS

- 1) Service Provider must have been in the business of forest management services or timber, replanting, or sales for a minimum of five (5) years.
- 2) Service Provider must be licensed to perform their services in Florida.
- 3) The Service Provider must be able to provide services for four (4) years and follow the Baker County Timber Management Plan (document attached.)

SCOPE OF WORK

- 1) Services under this contract shall be for the period of four (4) years. Upon expiration of contract, the County retains the option to renew the contract on a year-year basis for two (2) additional years.
- 2) The Service Provider will be responsible for reviewing the attached Forest Stewardship Plan, and its Addendum that describes the thinning, replanting and timber sales schedule for Shoals Park. On page 97, the first bullet under "Fall 2017 – Winter 2018" the 5th row thinning was completed in Fall 2017. All remaining bullets still need to be completed.
- 3) Turnkey services must be provided as the Service Provider is acting as the County's agent. The Service Provider will be responsible for the advertising, supervising, project management for the thinning, replanting, and sale of timber described in the Forest Stewardship Plan; and its Addendum. Subcontractors are allowed in order to fulfill all services required in the Forest Stewardship Plan.
- 4) The Service Provider and its contracted subs will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

A. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, it is understood that they must be the minimum acceptable limits. If successful Proposer's policy contains higher limits, the Baker County Board of County Commissioners will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the County naming the Baker County Board of County Commissioners as additional insured. These certificates must provide a ten (10) calendar day notice to the County in the event of cancellation, non-renewal or a material change in the policy.

1. Professional liability insurance to provide coverage of not less than one million dollars (\$1,000,000).

2. Workers' compensation insurance to apply for all employees of the contractor, sub- contractors and the contractor's architect and/or engineer meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

3. Commercial General Liability insurance to provide coverage of not less than one million dollars (\$1,000,000) combined single limit per occurrence and annual aggregates where generally applicable and must include premises-operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

4. Comprehensive Automobile Liability Insurance covering all owned, hired and non- owned vehicles with coverage limits not less than one hundred thousand dollars (\$100,000) per person, three hundred thousand dollars (\$300,000) per occurrence and one hundred thousand dollars (\$100,000) property damage.

B. The official title of the owner is "Baker County Board of County Commissioners". This official title will be used in all insurance documentation.

Proof of Insurance

The Proposer will furnish to the Administration Office Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but will also refer specifically to this contract and will state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before the date of their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the County thirty (30) days' notice of cancellation and / or restriction.

Selection:

A Baker County Evaluation Committee will review the proposals and rate them based on the following criteria:

1. References on past projects – 40 points
2. Ability to comply with Project Schedule - 15 points
3. Management Approach - 20
4. Cost Proposal – 25

TOTAL 100 POINTS

The County reserves the right to ask additional questions of all proposers. The company deemed the highest ranked will be recommended to the Board of County Commissioners for award.

Terms and Conditions

DEVELOPMENT COSTS

Neither the County nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

ADDENDUM

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the County through written communication prior to the opening of the proposals. The County will provide answers to bidder's questions in the form of written addenda that will be posted on the county's website at:

www.bakercountyfl.org/purchasing.php

Proposers shall check the website prior to bid submittal to determine if any addenda have been issued. Failure to do so could result in an unresponsive proposal. Any verbal explanation given before the RFP opening will not be binding.

CONTRACT AWARDS

The County anticipates entering into an Agreement with the Proposer who submits the proposal judged by the County to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the County and executed by all parties.

The County reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals.

PUBLIC RECORDS

Upon award recommendation or ten (10) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

PUBLIC ENTITY CRIMES

Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$25,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the RFP proposal forms, Proposer attests that they have not been placed on the "Convicted Vendor List".

CODE OF ETHICS

If any Proposer violates or is a party to a violation of the code of ethics of Baker County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Baker County.

CONE OF SILENCE

From the time of advertising until the County Manager issues a recommendation, there is a prohibition on communication with the county's professional staff. A copy of all written communications must be sent via e-mail to the County Manager at the e-mail listed above. Violation of these provisions by any particular bidder shall render any Bid void.

PERMITS AND TAXES

The Proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

BID PROTESTS

Any bidder or proposer who is allegedly aggrieved in connection with the issuance of the County's recommendation and intent to make a competitive award of a contract may protest to the County Manager in accordance with the Baker County Purchasing Policies and Procedures Manual (11-15-16). See the County's website for a full version of the Purchasing Policies and Procedures Manual at www.bakercountyfl.org/purchasing.php

RISK OF LOSS, DESTRUCTION OR DAMAGE

The County will not be responsible for any theft, destruction of, or damage to equipment from any cause, with the exception of negligence or willful acts by an employee(s) or agent(s) of the County.

NON-COLLUSION AFFIDAVIT

The vendor must sign an affidavit of non-collusion which has been attached hereto. This document must be signed and returned with the bid response.

TERMINATION FOR CONVENIENCE

A contract may be terminated in whole or in part by the County at any time and for any reason in accordance with this clause whenever the county shall determine that such termination is in the best interest of the county. Any such termination shall be effected by the delivery to the contractor at least five (5) working days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

LATE PROPOSALS

Proposals received after the Closing Time will not be accepted or considered. Delays caused by any delivery, courier or mail service(s) will not be grounds for an extension of the Closing Time. Firms submitting proposals are fully responsible for their delivery. Reliance upon mail or mail carriers is at the firm's risk.

Proposal Sheets

Four-Year Forest Thinning, Replanting, and Timber Sales Program

BID # 2018-02 (page 1 of 5)

The Contractor may submit a written proposal in person, by U.S. Mail, or mail carrier; no facsimiles will be accepted. Include proof of insurance, conflict of interest questionnaire, and Proposal Price Sheet in your submittal.

The County reserves the right to request additional information or to meet with representatives from proposing companies after submission, any and all of which may be used in forming a recommendation.

FULL LEGAL FIRM/COMPANY NAME: _____

ADDRESS: _____

CITY _____ STATE: _____ ZIP CODE: _____

TAXPAYER ID NUMBER: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

1) Number of years in the business of forest management, thinning, replanting or timber sales: _____

2) Are the individuals or company licensed to perform their work in Florida?

3) Is your company able to perform all the work as described in the forest stewardship plan update and addendum for the period of 4 years?

4) Will any work be subcontracted? If so tell us what services will be subcontracted.

5) REFERENCES – Provide 3 individuals or agencies your company is currently providing similar forest management services. The references must not be individuals that pose a conflict of interest as described in the Conflict of Interest Statement attached. The County may contact these references for verification:

1. Name _____
Address _____
Contact Name _____
Phone Number or E-mail _____
Number of years providing forest mgmt. services for this client _____

2. Name _____
Address _____
Contact Name _____
Phone Number or E-mail _____
Number of years providing forest mgmt. services for this client _____

3. Name _____
Address _____
Contact Name _____
Phone Number or E-mail _____
Number of years providing forest mgmt. services for this client _____

6) APPROACH TO THE PROJECT– On the attached pages, provide an overview of the team’s experience, qualification and technical capabilities. Indicate how you’ll ensure project progress and quality control throughout the year.

Will County staff need to be involved in any part of the project?

(additional sheets may be added to respond to all questions.)

**CONFLICT OF INTEREST
STATEMENT**

STATE OF FLORIDA, COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn deposes and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____ and principal office in _____.
County & State County & State
2. The above named entity is submitting a Proposal for the Baker County Board of County Commissioners **BID 2018-02** described as **Four-Year Forest Thinning, Replanting, and Timber Sales Program.**
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the Baker County Board of County Commissioners.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the Baker County Board of County Commissioners.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the Baker County Board of County Commissioners.

DATED: this _____ day of _____ 20 ____.

(Affiant)

Typed Name and Title

Sworn to and subscribed before me this ____ day of _____ 20 __. Personally

Known _____ Or produced identification _____.

Identification type: _____ Notary Public-State of _

Printed, typed, or

stamped commissioned name of notary public.

My commission expires _____.

THIS FORM MUST BE INCLUDED WITH PROPOSAL

**SWORN STATEMENT PURSUANT TO SECTION
287.133(3)(a), FLORIDA STATUTES, ON PUBLIC
ENTITY CRIMES**

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 with Bid, Proposal, or Contract No. _____
for _____
[print name of the public entity]

2. This sworn statement is submitted by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN)
is

(If the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement:_____.)

3. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment of information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. Predecessor or successor of a person convicted of a 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.
- c. 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Check the one statement that 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 management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____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 subsequent to July 1, 1989.

_____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 Bidder or Vendor (Bidder) or any affiliate of the Bidder or Vendor (Bidder) has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies):

_____There has been a proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. [Attach a copy of the final order]

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

_____The person or affiliate has not been placed on the convicted

vendor list. (Please describe any action taken by or pending with the Department of General Services).

[Signature]

[Date]

STATE OF FLORIDA _____ COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first _____
_____ being sworn by me, affixed his/her signature in
the space [Name]

provided above on this day of _____, 20____.

Notary Public

My commission expires _____

NON-COLLUSION AFFIDAVIT

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of
_____ the PROPONENT that has submitted the attached proposal;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said PROPONENT nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPONENT, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPONENT, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other PROPONENT, or to fix any overhead, profit, or cost elements of the Proposed Price or the Proposed Price of any other PROPONENT, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPONENT or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

NON-DISCRIMINATION AFFIDAVIT

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with Baker County. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

By: _____

Title: _____

Sworn and subscribed before this

___ day of _____, 20__

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

FAILURE TO COMPLETE AND RETURN THIS AND ALL FORMS
MAY DEEM YOUR BID NON-RESPONSIVE