ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

ALL BIDDERS MUST BE PRESENT AT ONE OF THE MANDATORY PRE-BID CONFERENCES TO BID ON THIS PROJECT.

MANDATORY PRE-PROPOSAL MEETING

9:00 AM, June 6, 2019
Phifer Flatwoods Preserve Phifer Addition Tract
15015 SE County Road 2082
Hawthorne, FL. 32640

REQUEST FOR PROPOSALS
RFP 19-921

Phifer Addition Tract Hunting Agreement for Contractual Services

RFP Submittal Deadline:
2:00 pm, Wednesday, June 26, 2019

Any response received after the above submittal deadline will not be considered.
Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352) 374-5202 (PHONE)
(352) 491-4569 (FAX)

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ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS #**19-921**

FOR THE PROVISION OF **PHIFER ADDITION TRACT HUNTING AGREEMENT FOR CONTRACTUAL SERVICES**

1.0 GENERAL PROVISIONS

1.1 Purpose

Alachua County Board of County Commissioners is seeking proposals from licensed professionals (hereinafter, referred to as Hunters) for the provision of **Phifer Addition Tract Hunting Agreement for Contractual Services**.

The following apply to this request for proposal: General Provisions (Section 1.0), Background Information (Section 2.0), Scope of Services (Section 3.0), Proposal Requirements and Organization (Section 4.0), County Selection Procedures (5.0), Selection and Evaluation Criteria (Section 6.0), Professional Responsibility (Section 7.0), General Terms and Conditions (Section 8.0), Exhibits: Signature and Acknowledgement of Addendum Form, Volume of Previous Work Summary Form, Drug Free Workplace Form, Public Record Declaration or Claim of Exemption, Insurance Requirements, and Sample Agreement for Contractual Services.

1.2 Proposal Submission

Proposals must be submitted with all required submissions included. Failure to comply may preclude consideration of the proposal.

Each Hunter is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

All printed and photocopied documents related to the submission of this RFP and fulfillment of any resulting contract shall be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content**.

Hunters desiring to provide services as described herein shall submit proposals as follows:

-an original submittal;
-6 (six) electronic copies (pdf format);

NOTE: If you believe that any portion of your response is exempt from disclosure as a public record, that exempt material must be submitted in a separate envelope and a separate electronic file. This envelope must be clearly identified as "PUBLIC RECORDS EXEMPT," per **Section 1.10 Proprietary Information**.

All proposals must be submitted in a sealed envelope with a label on the outside, **"19-921: Phifer Addition Tract Hunting Agreement for Contractual Services,"** and deliver no later than **2:00 pm, Wednesday, June 26, 2019,** to the attention of:

HAND DELIVER OR MAILED TO:
Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983

LATE PROPOSALS WILL NOT BE CONSIDERED.

Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal, whether or not the proposal is accepted.

All work papers/products developed as part of the contract performance become property of the County upon termination or completion of the provision of services.

The cost for development of the written proposal and the oral presentation are entirely the obligation of the Hunter and shall not be chargeable in any manner to Alachua County.

1.3 **Acceptance/Rejection of Proposals**

Alachua County reserves the right to reject any proposal which may be considered irregular, show serious omission, unauthorized alteration of form, unauthorized alternate proposals, incomplete or unbalanced proposals or irregularities of any kind.

Submittal requirements of this Request for Proposals are for evaluation and selection purposes only. The County may allow alterations, modifications, or revisions to individual elements of the successful proposal at any time during the period of the contract which results from this Request for Proposals.

Alachua County reserves the right to accept or reject any or all proposals in whole or in part, with or without cause, to waive technicalities, or to accept proposals or portions thereof which, in the County's judgment, best serve the interests of the County, or to award a contract to the next most qualified Hunter if a selected Hunter does not execute a contract within thirty (30) days after the award of the proposal.

The thirty day (30) time period may be extended an additional twenty (20) days where the selected Hunter is unavailable during the initial thirty-day period.

1.4 **Consideration of Proposals**

Proposals will be considered from Hunters who have experience hunting and performing the services as specified herein, who have passed the background check and have not been convicted of a felony or 1st degree misdemeanor within the last 5 years. The Hunters must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the County. The County reserves the right to inspect the equipment and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions before recommending any award.

1.5 **Proposal Withdrawal**

Any Hunter may withdraw his proposal by email, fax or written request at any time prior to the scheduled closing time for receipt of proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the County the services as set forth in Section 3.0, Scope of Services, or until one or more of the proposals has been awarded.

1.6 **Non-Warranty of Request for Proposals**

Due care and diligence has been used in preparing this Request for Proposal. The County shall not be responsible for any error or omission in this Request for Proposal, nor for the failure on the part of the Hunter to ensure that they have all information necessary to affect their proposals.

1.7 **Request for Clarification**

The County reserves the right to request clarification of information submitted and to request additional information of one or more Hunters, either orally or in writing.

1.8 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits, Hunters may direct questions, in writing only, to:

Aaliyah Davis
Alachua County Procurement, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida 32601-6983
(352)374-5202 (Phone)
(352)491-4569 (Fax)
Email: adavis@alachuacounty.us

1.8.1 Any Hunter in doubt as to the true meaning of any part of the Request for Proposal or related documents may submit a written request to Aaliyah Davis, at the address indicated above, at least ten (10) days prior to closing date set for receipt of proposals to be considered for a response. Any interpretation to a Hunter will be made only by addendum duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative**.

1.9 **Contact with Members of the Professional Services Evaluation Committee**

To ensure fair consideration for all Hunters, the County prohibits communication to or with any department, employee, elected official, or anyone evaluating or considering the proposals during the submission process, except as provided in Section 1.9.1. Additionally, the County prohibits communications initiated by a Hunter to any department, employee, elected official, or anyone evaluating or considering the proposals prior to the time an award decision has been made.

1.9.1 Any communication between the Hunter and the County will be initiated by the County's Division of Procurement in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Communications initiated by a Hunter to anyone other than the appropriate Procurement Representative may be grounds for disqualifying the offending Hunter from consideration of award of the proposal being evaluated and/or any future proposal.

1.9.2 It will be the responsibility of the Hunter to contact the County's Division of Procurement prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return executed addenda with the proposal.

1.10 **Proprietary Information**

Responses to this Request for Proposals upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT D, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION.**

1.10.1 Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.

1.11 **Examination of Request for Proposals**

Before submitting a proposal, it shall be the Hunter's responsibility to examine thoroughly the Request for Proposals or other related documents (where applicable) to be informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. Failure to do so will not relieve the selected Hunter of complete performance under the contract.

1.12 **Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Hunter, supplier, subHunter, or Hunter under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.13 **Drug Free Workplace**

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace **EXHIBIT C**, secondly to certified Small Business Enterprises (SBEs) bidders.

1.14 **Workplace Violence**

Employees of bidders are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.

Battery: intentional offensive touching or application of force or violence to another.
Stalking: willfully, maliciously and repeatedly following or harassing another person.

2.0 BACKGROUND INFORMATION

2.1 **Location**

Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109 miles northwest of Orlando. Alachua County has a population of over 250,000. The County itself consists of a total area of 969 square miles.

2.2 **Form of Government**

Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: the Supervisor of Elections, the Sheriff, and the Clerk of the Court, the Tax Collector, and the Property Appraiser. There is also a County Attorney reporting to the Board.

3.0 SCOPE OF SERVICES

The services requested, herein, are for the **Phifer Addition Tract Hunting Agreement for Contractual Services** to allow limited hunting opportunities in exchange for caretaking, maintenance, security and any other agreed upon services on the Property. This agreement will be for a period beginning on the date of the fully executed agreement and continuing for a **term of five (5) years** thereafter. Hunters may not include subcontractors as part of their bid proposal.

3.1 Project Overview

On January 22, 2013, the County adopted the Alachua County Hunting Business Plan. The Plan's intent is to establish principles to guide appropriate management of recreational hunting on Alachua County Forever (ACF) managed lands. The Multi-Year Hunting Agreement is one mode of hunting outlined in the Hunting Business Plan, which provides limited hunting opportunities in exchange for caretaking and maintenance services on certain ACF-managed lands. This Scope of Services establishes the specific conditions and requirements for the Phifer Flatwoods Preserve Phifer Addition Tract Hunting Agreement for Services.

3.1.1 Site History

3.1.1.1 The 325-acre Phifer Addition tract was acquired in 2009 and is managed as part of Phifer Flatwoods Preserve. Phifer Addition is located in southeastern Alachua County, on County Road 2082 near the intersection of SE 152nd Street, and is surrounded by private lands. Plum Creek Timber owns adjacent land on three sides. The Plum Creek property is subject to a Conservation Easement owned by the St. Johns River Water Management District, and public hunting is managed on this property by the Florida Fish and Wildlife Conservation Commission. Natural communities within Phifer Addition include mesic and wet flatwoods, basin, dome and floodplain swamps, mesic and hydric hammock, depression marsh, and pasture.

3.1.1.2 Physical improvements on the Property include approximately 5.5 miles of roads, trails and fire breaks, two gates, approximately 2800 linear feet of three-strand barbed-wire fence, one pole barn, and one metal storage shed. In addition, several historic structure remains exist on the property and are to be protected from disturbance. These include a brick and stone well, two cement construction water troughs, and several handmade foundation piers.

3.1.1.3 A formal conservation easement is in place on the lower 80 acres of the Property. The conservation easement is owned by the St. Johns River Water Management District, and was purchased by the Gainesville Alachua County Regional Airport Authority to fulfill wetland mitigation requirements enforced by the water management district under ERP 4-001-15593-10 and ERP 40-001-15593-18. The conservation easement limits development within the boundaries of the easement in perpetuity.

3.1.1.4 The Phifer Flatwoods Preserve Phifer Addition Tract is not open to the public, although the County anticipates periodically opening the site to the public for special events.

3.2 General Requirements

3.2.1 Permitted Hunting

3.2.1.1 Two (2) Hunters and a maximum of one guest each, are permitted to hunt on the Property.

3.2.1.2 A maximum of one guest for each Hunter, whether hunting or non-hunting, is allowed on the Property at any one time. Each guest must be accompanied by a Hunter. Additional non-hunting guests may be permitted, if approved in advance by the County's Site Manager.

3.2.1.3 Hunting is permitted within the entire Property boundary (see attached map).

3.2.1.4 Wildlife harvested from the Property shall be specifically limited to the FWC seasonal limits of deer and turkey, and an unlimited number of feral hogs per year. In addition, the Hunters shall comply with wildlife management procedures that may be prescribed from time to time by the County, including but not limited to harvest quotas based on periodic population surveys.

3.2.1.5 The Hunters are permitted to hunt on the Property assisted by or otherwise accompanied by dogs, only if approved by the Parks and Conservation Lands Department as part of a feral hog control plan.

3.2.1.6 The Hunters shall not establish or maintain feed plots on the Property.

3.2.1.7 The Hunters may use up to four (4) non-permanent tree stands that do not penetrate the bark of a tree.

3.2.2 Hunter Responsibilities

3.2.2.1 The Lead Hunter shall be the party responsible for organizing and ensuring all duties are completed per the agreed upon schedule and shall be the primary contact for the site manager.

3.2.2.2 The Hunters will cease or limit activities on the Property at the request of the County.

3.2.2.3 In lieu of monetary payments, the Hunters shall provide the caretaking and site maintenance services detailed below and summarized in Table 1. These services shall be completed in accordance with the specifications that follow.

3.2.2.4 The Lead Hunter shall report all activities performed under the License Agreement on a Monthly Site Activity Report, to be submitted at the end of each calendar month to the County. The Monthly Site Activity Report shall be submitted on or before the fifth (5th) day of the month following the reporting period. The Monthly Site Activity Report will include maintenance and security activities, number of hogs removed, all game harvested and facts related to such harvest.

3.2.2.5 The Hunters may not utilize subcontractors for work on the Property.

3.2.2.6 The Hunters shall not introduce hogs, or any other animals or plants onto the Property.

3.2.2.7 Guests of the Hunters shall comply with all conditions of the agreement and the Hunters shall be responsible for the conduct of the Hunters' guests.

3.2.2.8 The Hunters shall not clear vegetation or mow areas for hunting purposes.

3.2.2.9 The Hunters shall not injure, molest or kill wildlife, including venomous or non-venomous snakes, except as allowed in Paragraph 3.2.1.4.

3.2.2.10 The Hunters shall abide by all State of Florida hunting statutes and Florida Fish and Wildlife Conservation Commission rules and regulations, and any violation of these rules may result in the immediate removal of the offending individual from this agreement.

3.2.2.11 The Hunters shall allow law enforcement officers or County employees to perform game checks for purposes of enforcement and collection of biological data.

3.2.2.12 The Hunters shall be available outside of the regularly scheduled security checks to inspect/assess property if requested by staff.

3.2.2.13 The Hunters shall provide the following site security:

3.2.2.13.1 At least weekly, the Hunters shall survey the Property and notify the County within 24 hours of any issues that may affect the County's management of the Property or the Hunters' rights and obligations under the Agreement.

3.2.2.13.2 The Hunters shall assist in the protection of the Property by monitoring for trespassing, archaeological looting, poaching, solid waste dumping, and vandals to the best of their ability and report all such acts to the County's Site Manager and to the proper authorities.

3.2.2.13.3 The Hunters shall notify County staff, and the Alachua County Sheriff's Office, the Florida Forest Service (for wildfires), or FWC if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, archaeological looters, vandalism to County property, or unauthorized damage to the natural resources.

3.2.2.14 The Hunters shall perform the following site maintenance:

3.2.2.14.1 Maintain the Property in a clean and orderly manner.

3.2.2.14.2 Remove fallen trees from roads, trails, fire breaks, clearings, structures, fences and gates within two weeks after they occur. Install "NO TRESPASSING" signs on the Property boundary according to the Site Manager's specifications and maintain existing signs such that they are clearly visible and legible. Maintenance shall be conducted at least once a year.

3.2.2.14.3 Regularly inspect and repair boundary fencing, gates, and signage.

3.2.2.14.4 Maintain and secure existing and future infrastructure.

3.2.2.14.5 Remove and properly dispose of solid waste from the Property.

3.2.2.14.6 Mow, vertically trim and clear designated roads, trails and fire breaks at least 2 (two) times annually (up to 5.5 miles scheduled in 2019). Roads, trails and fire breaks are depicted on the attached map. Roads, trails and fire breaks to be maintained may change from year to year.

3.2.2.14.7 Harrow designated fire breaks up to 2 (two) times annually, as prescribed by the County's Site Manager (up to 4 miles scheduled for 2014). Fire breaks to be harrowed will change from year to year.

3.2.2.14.8 Mow adjacent to selected fire lines at least one time per year as designated by the County's Site Manager.

3.2.2.14.9 Additional mowing and harrowing may be incorporated into the site maintenance of the Property, as agreed upon by the County and Hunters.

3.2.2.15 The Hunters shall provide and maintain all equipment for the performance of the required site security and maintenance activities.

3.2.2.16 The Hunters shall pay for materials for repairs and maintenance on the Property, as required by this scope of services, up to $500.00/year. Materials must be approved by County staff prior to purchase. All materials used to maintain and improve the Property shall become the property of Alachua County. Materials include: fencing, gates, hardware and the like. Materials do not include any fuel, supplies, parts and repairs for Hunters' equipment, which are solely the Hunters' responsibility. In addition, the Hunters are solely responsible for all costs of materials for repairs which result from the Hunters' misuse, waste or neglect, or that of their guest(s).

3.2.2.17 Hog control on the Property is one of the most important components of this Agreement. The Hunters shall control feral hogs on the hunted area by hunting and trapping throughout the year, as necessary to control the population. All hogs must be dispatched on the Property. Documentation of successful hog control will be required (digital photograph of each euthanized hog).

3.2.2.18 The Hunters agree to avoid gopher tortoises and active gopher tortoise burrows, marked or unmarked, when mowing or operating equipment or vehicles on the Property.

3.2.2.19 The Hunters agree to mark per County specifications any tortoise burrows which, because of their location, could be collapsed by vehicular traffic (automobiles, mowers, etc).

3.2.2.20 The Hunters shall provide the County's Site Manager with keys or combinations to any locks they place on the Property, and shall notify the Site Manager if any lock is added, changed, replaced or removed from the Property.

3.2.2.21 The Hunters shall not drive vehicles off of existing roads or fire breaks on the Property, except for maintenance or mowing in areas designated by the County's Site Manager.

3.2.2.22 The Hunters shall not deface, molest or cut live or dead trees, including cabbage palm, except for those interfering with personal safety, access to the Property, or fence lines and gates.

3.2.2.23 The Hunters shall not dump or place any garbage or refuse on the Property.

3.2.2.24 The Hunters shall not build fires on the Property.

3.2.2.25 The Hunters shall maintain working e-mail addresses and phone numbers with voice mail at which they may be reached by County staff at all times for the term of the Agreement.

3.2.2.26 The Hunters shall not stay overnight on the Property and shall not establish any structures intended for camping on the Property.

3.2.2.27 The Hunters shall remove all personal property and debris upon termination of this Agreement.

3.2.2.28 Additional tasks/duties may be undertaken with the mutual consent of the Site Manager and the Hunters.

3.2.3 **<u>Mowing Specifications</u>**

3.2.3.1 Roads, trails and fire breaks shall be mowed to a height of no more than 6 (six) inches.

3.2.3.2 Roads and fire breaks shall be mowed to a minimum width of 12 (twelve) feet.

3.2.3.3 Trails shall be mowed to a minimum width of 5 (five) feet.

3.2.4 **Harrowing Specifications**

3.2.4.1 Harrowing shall mean the maintenance of fire breaks using harrows or similar mechanical equipment to expose continuous, bare mineral soil. No fire plows or other equipment that leave trenches that may fill with or convey water may be utilized.
3.2.4.2 Harrowing shall expose mineral soil but penetrate no deeper than 6 (six) inches.
3.2.4.3 Boundary roads and fire breaks shall be harrowed to a minimum width of 8 (eight) feet.
3.2.4.4 Interior roads and fire breaks shall be offset-harrowed with a minimum harrowed width of 8 (eight) feet.

3.2.5 **Road/Trail/Firebreak Vertical Trimming Specifications**

3.2.5.1 Hand trim roads and trails utilizing hand tools and small power tools.
3.2.5.2 Trim roads, trails and fire breaks to a minimum height of 12 (twelve) feet.
3.2.5.3 Trim roads and fire breaks to a minimum width of 12 (twelve) feet.
3.2.5.4 Trim trails to a minimum width of 5 (five) feet.
3.2.5.5 Prune tree limbs back to branch collars to avoid re-sprouting.
3.2.5.6 Trim saplings back to root collar. Do not leave stubs (punji sticks, staubs).
3.2.5.7 Remove trimmed debris from roads, and scatter it within the Preserve's wooded areas. No debris piles may be created.

3.2.6 **Value-added Services**

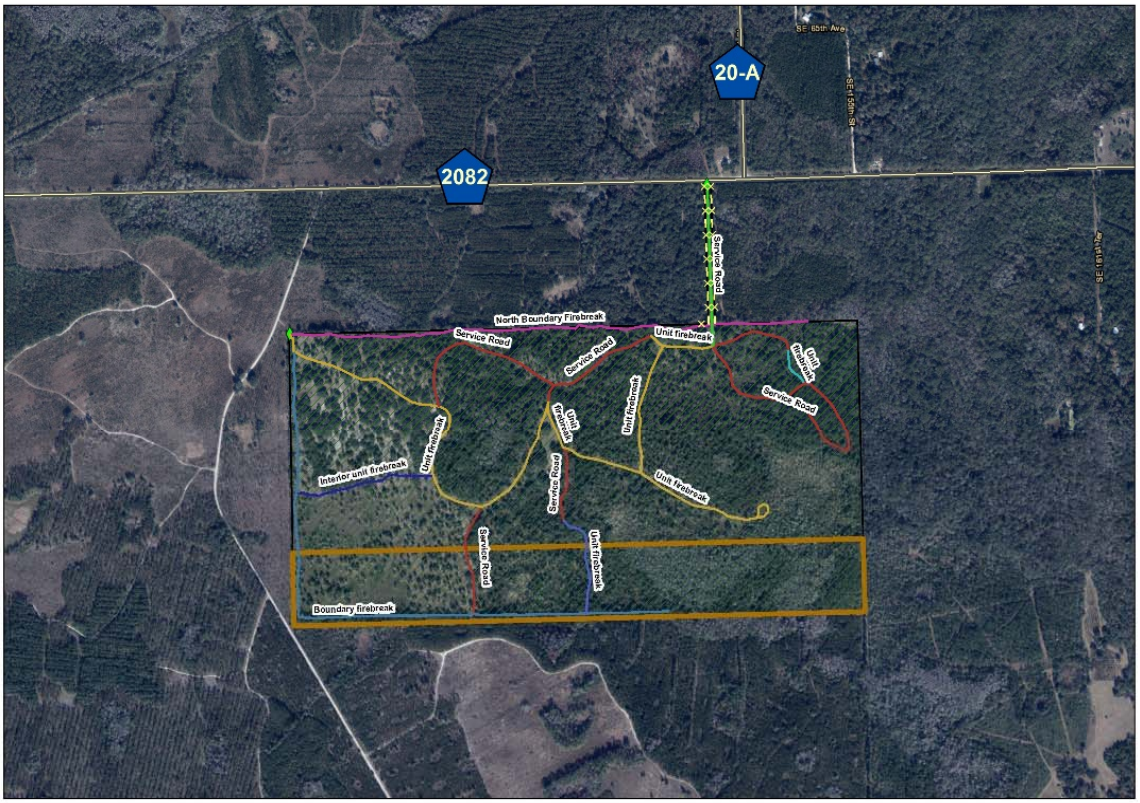
In addition to the activities specified above in **Section 3.2.2. Hunter Responsibilities**, the Hunters may provide other services they are willing to perform on the Property. The Hunters should list these on the attached Hunter Questionnaire. These value added services will be used to break scoring ties between prospective Hunters' proposals. These services may include but are not limited to:

3.2.6.1 Monitor for and control exotic plant species on the Property. For the purposes of this Agreement, exotic plant species are any that are listed in the Florida Exotic Pest Plant Council's 2019 List of Invasive Plant Species, found online at: http://bugwoodcloud.org/CDN/fleppc/plantlists/2019/2019_Plant_List_ABSOLUTE_FINAL.pdf.
3.2.6.1.1 Note observations of exotic plant species (GPS points, species, density, location, treatment) on the Monthly Site Activity Report.
3.2.6.1.2 Spot-treat all exotic plants utilizing herbicides approved by County staff, in strict compliance with herbicide labels.
3.2.6.2 Perform storm-recovery clearing and repairs on the Property after major storm events.
3.2.6.2.1 Remove multiple tree-falls and clear debris from roads, trails and fire breaks.
3.2.6.2.2 Repair fences, gates and other structures on the Property damaged by such storm events.
3.2.6.3 Repair and maintain roads and road infrastructure.
3.2.6.3.1 Fill potholes with material approved by County staff.
3.2.6.3.2 Grade or contour existing roads or swales.
3.2.6.3.3 Repair, maintain, or replace existing culverts or low water crossings with materials approved by County staff.

Table 1: Required Land Management Services

Task	Description	Location	Target Date
Site Security	Perform site security checks – inspect gates, locks and interior of Property.	Entire Property	Weekly
	Complete and submit Monthly Site Activity Report.	Entire Property	5th day of the month following the reporting period
Fencing	Maintain existing fences, gates and boundary posting sufficient to secure Property.	Entire Property	As needed
Mowing	Mow and vertically trim roads, trails and fire breaks 2 (two) times annually.	Shown on map	Summer, Fall
Harrowing	Harrow fire breaks 2 (two) times annually using standard farm harrows.	Shown on map	Fall, Spring
Hog Control	Control feral hogs on the Property by hunting and trapping.	Entire Property	As needed
Solid Waste Removal	Remove and property dispose of solid waste from the Property.	Entire Property	As needed
Boundary Marking	Maintain and replace "No Trespassing" signs on Property boundary.	Entire Property	As needed

Phifer Additions - Hunting License Agreement Map



SJRWMD Conservation Easement
Alachua County Conservation Lands
Gates
Fence line

Roads, Trails & Fielines
- <Null>, 4WD
- Boundary firebreak, 4WD
- Interior unit firebreak, 4WD
- North Boundary Firebreak, 4WD
- Service Road, 4WD
- Service Road, MAJOR ACCESS
- Unit firebreak, 4WD
- Unit firebreak, FOOTPATH
- Unit firebreak, ORV

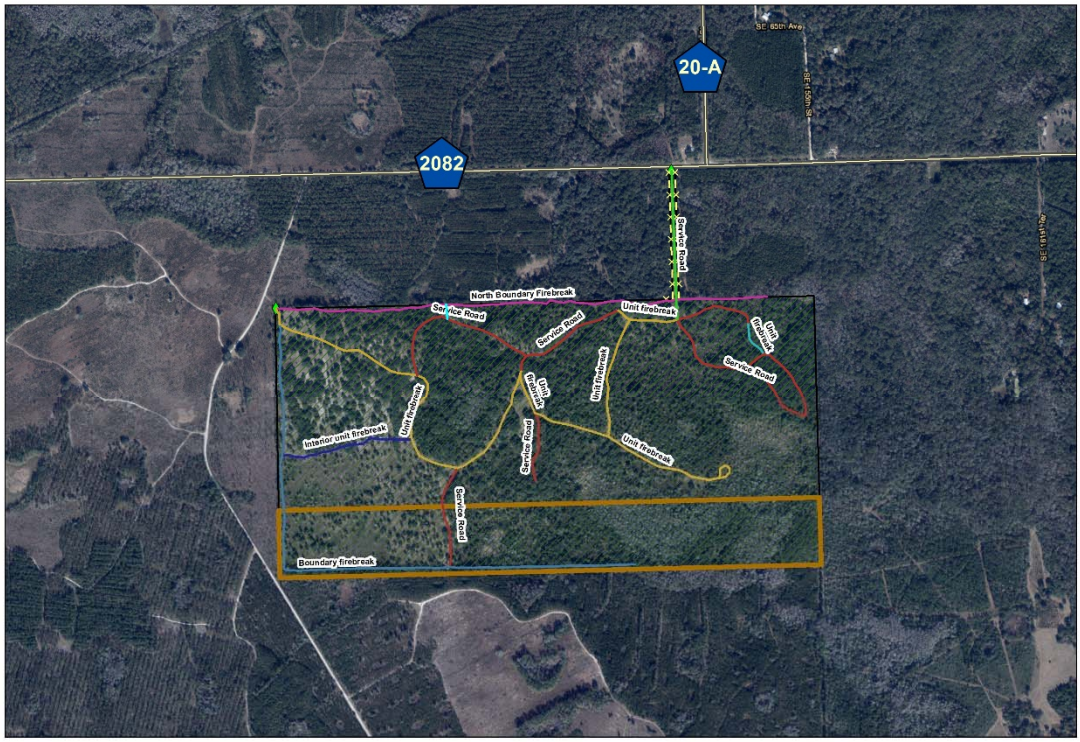
Alachua County FOREVER

N W E S

0 0.125 0.25 0.5 0.75 Miles

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Phifer Additions - Hunting License Agreement Map



SJRWMD Conservation Easement
Alachua County Conservation Lands
Gates
Fence line

Roads, Trails & Fielines
Boundary firebreak, 4WD
Interior unit firebreak, 4WD
North Boundary Firebreak, 4WD
Service Road, 4WD
Service Road, MAJOR ACCESS
Unit firebreak, 4WD
Unit firebreak, FOOTPATH
Unit firebreak, ORV

Alachua County FOREVER

N W E S

0 0.125 0.25 0.5 0.75 Miles

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

Hunter Questionnaire
The Hunter Questionnaire is the basis of the written proposal and should be filled in completely by the Hunters.

Section I. Hunter Information

Part A. Lead Hunter
1) Lead Hunter's Name (Last, First, MI) _____

DL#_____ Date of Birth _____Place of Birth_____

Street Address_____

City _____State _____Zip_____ County _____

2) Lead Hunter's Place of Employment
_____

Name of Supervisor _____ Phone_____ Hours per week____

3) Distance in Miles from Property to Lead Hunter's Residence
_____

4) Have you ever had a plea of guilty or nolo contendere to, or a conviction of a felony or wildlife violation; a plea of guilty or nolo contendere to, or a conviction of a first-degree misdemeanor within the last five years?
YES_____ NO _____

If yes, explain:_____

(A Background Check with FDLE is conducted on all selected individuals)

5) How much time do you have to devote to the care taking, site maintenance and security services required by this agreement? _____hours per week, _____ hours per month

6) Have you been a part of an Alachua County hunting license agreement or contract?
YES ____ NO_____
If yes, fill in "Volume of Previous Work Summary Form EXHIBIT B"

7) Do you have hunting experience? YES____ NO____ If yes, how many years? _____

If yes, where? _____

If yes, what methods did you use? _____

8) Do you have a Florida Hunter Safety Certification? YES ____ NO _____
If yes, attach a copy of your Hunter Safety Card. If no, are you willing to get a Florida Hunter Safety Certification, or can you provide proof of exemption._____

(Selected Hunters are required to have Certification or show proof of exemption)

9) List any training you have pertaining to wildlife management, land management and site security (attach documentation);

_____
_____
_____

10) List any years of employment in Natural Resources or Agriculture: _____

11) Are you a current or previous law enforcement officer? YES ____ NO ____ # of years ____

12) Have you ever held or been a party to a hunting lease or agreement? YES _____ NO_____

If so, was it with a private landowner or a government agency? _____

For each agreement please List the Landowner or property manager with current contact information, duration and dates of agreement, duties performed, hunting privileges granted, and location and size of property. (Attach additional pages if necessary)

_____
_____
_____
_____
_____

13) Have you ever provided Care Taking, Maintenance and Security Services on a property? YES___ NO____

If yes, how many years? _____ If yes, where? _____

If yes, what types of services have you performed?_____
_____
_____
_____

14) Provide a list of 3 references (excluding relatives) with their contact information and the context of your relationship, and any additional information you wish to include. Attach additional pages if necessary.

Part B. Hunter 2

1) Hunter's Name (Last, First, MI) _____

DL#_____ Date of Birth _____Place of Birth_____

Street Address_____

City _____State _____Zip_____ County _____

2) Hunter's Place of Employment _____

Name of Supervisor _____ Phone_____ Hours per week____

3) Distance in Miles from Property to Hunter's Residence _____

4) Have you ever had a plea of guilty or nolo contendere to, or a conviction of a felony or wildlife violation; a plea of guilty or nolo contendere to, or a conviction of a first-degree misdemeanor within the last five years?

YES_____ NO _____

If yes, explain:_____

(A Background Check with FDLE is conducted on all selected individuals)

5) How much time do you have to devote to the care taking, site maintenance and security services required by this agreement? _____hours per week, _____ hours per month

6) Have you been a part of an Alachua County hunting license agreement or contract?

YES ____ NO_____

If yes, fill in "Volume of Previous Work Summary Form EXHIBIT B"

7) Do you have hunting experience? YES____ NO____ If yes, how many years? _____

If yes, where? _____

If yes, what methods did you use? _____

8) Do you have a Florida Hunter Safety Certification? YES ____ NO _____

If yes, attach a copy of your Hunter Safety Card. If no, are you willing to get a Florida Hunter Safety Certification, or can you provide proof of exemption._____

(Selected Hunters are required to have Certification or show proof of exemption)

9) List any training you have pertaining to wildlife management, land management and site security (attach documentation);

_____

_____

_____

10) List any years of employment in Natural Resources or Agriculture: _____

11) Are you a current or previous law enforcement officer? YES ____ NO ____ # of years _____

12) Have you ever held or been a party to a hunting lease or agreement? YES _____ NO_____

If so, was it with a private landowner or a government agency? _____

For each agreement please List the Landowner or property manager with current contact information, duration and dates of agreement, duties performed, hunting privileges granted, and location and size of property. (Attach additional pages if necessary)

_____
_____
_____
_____
_____
_____

13) Have you ever provided Care Taking, Maintenance and Security Services on a property? YES___ NO____

If yes, how many years? _____ If yes, where? _____

If yes, what types of services have you performed?_____
_____
_____
_____

14) Provide a list of 3 references (excluding relatives) with their contact information and the context of your relationship, and any additional information you wish to include. Attach additional pages if necessary.

Section II. To be completed by the Hunting group.

Provide the requested information for the services listed below.

a) Inspect Property

i) Drive-by inspection – Inspect entrance areas, gates, locks, and boundaries visible from adjacent roads.

How often will you perform this task?_____

Estimated time per inspection _____

List key items or features you will monitor _____

Responsible Hunter(s) _____

ii) Interior inspection – Inspect all roads, boundary lines, fences, gates and structures:

How often will you perform this task? _____

Estimated time per inspection _____

List key items or features you will monitor _____

Responsible Hunter(s) _____

iii) Response time

How long will it take you to inspect the Property after a security complaint or issue is brought to your attention? _____

b) Mow and vertically trim roads, trails and fire breaks (at least 2 times/year)

Yearly schedule _____

Estimated time to complete each mowing _____

Provide make, model and year of the equipment you will use to mow, specify whether you own it, or how you intend to obtain it for use (i.e., rent, purchase, borrow)

_____

Describe your methods for vertical trimming _____

_____

Responsible Hunter(s)_____

c) Harrow fire breaks up to 2 times per year

Yearly schedule _____

Estimated time to complete harrowing _____

Provide the make, model and year of the equipment your group will use to harrow the fire breaks. Specify whether it is owned by a member of the group or how equipment will be obtained (i.e., rent, purchase, borrow)

_____

Responsible Hunter(s) _____

d) Mow adjacent to fire lines as prescribed by the site manager

Provide the make, model and year of the equipment your group will use to mow fuels adjacent to the fire breaks. Specify whether it is owned by a member of the group or how equipment will be obtained (i.e., rent, purchase,
borrow)_____

Yearly schedule _____

Responsible Hunter(s)_____
\

e) Remove and properly dispose of solid waste on Property

Yearly schedule _____

Estimated time to complete _____

Responsible Hunter(s) _____

f) Post and maintain no trespassing signs on Property boundary (signs provided by County) according to FL Statutes 810.11, (5)(a) "Posted land" is that land upon which:

Signs are placed not more than 500 feet apart along, and at each corner of, the boundaries of the land, upon which signs there appears prominently, in letters of not less than 2 inches in height, the words "no trespassing" and in addition thereto the name of the owner, lessee, or occupant of said land. Said signs shall be placed along the boundary line of posted land in a manner and in such position as to be clearly noticeable from outside the boundary line; or

Yearly schedule _____

Estimated time to complete _____

Responsible Hunter(s) _____

g) Maintain/repair fences and gates

Yearly schedule _____

Estimated time to complete activities _____

Estimate how long will it take you to make repairs after a problem is observed. _____

Responsible Hunter(s) _____

h) Clear fence lines of vegetation or debris

Yearly schedule _____

Estimated time to complete activities _____

Describe any equipment you have to accomplish this task (make, model and year), specify whether you own it, or how you intend to obtain it for use (i.e., rent, purchase, borrow)

_____

_____

Responsible Hunter(s) _____

i) Remove fallen trees in roads and on fences and gates

Response time to address issues _____

Describe any equipment you have to accomplish this task (make, model and year), specify whether you own it, or how you intend to obtain it for use (i.e., rent, purchase, borrow)

_____

_____

Responsible Hunter(s) _____

j) Control feral hogs

Have any of the hunters ever harvested feral hogs? YES_____ NO_____

If yes, list each hunter and how many years of experience (s)he has harvesting hogs.

_____

If yes, where? _____

If yes, what methods were used to harvest hogs? _____

_____

Does the group currently own equipment necessary to trap and harvest hogs? YES ____ NO _____

If yes, describe your equipment. _____

_____

Number of traps _____ Type of traps/doors _____

Other equipment _____

Do you own hog dogs? YES _____ NO _____

The Hunters will be responsible for the control of hogs. Please describe how you would control hogs on the Property, including control methods, disposal of hogs, monitoring, and permits. NOTE: All hogs must be euthanized prior to removal from Property.

_____

_____

_____

_____

_____

Section III. Value-added Services

Other services may be needed on the Property, including but not limited to fuel reduction mowing, earthwork, exotic plant control, storm recovery, and road maintenance. If the Hunter(s) possess (es) specific skills, expertise or equipment to perform any of these Value-added Services, describe these in detail, including prior experience, specialty equipment the Hunter(s) own, and any pertinent training or licenses the Hunter(s) possess (es). (Attach additional pages if necessary)

4.0 PROPOSAL REQUIREMENTS AND ORGANIZATION

Proposals must be submitted setting forth the information called for below in the format required. Each proposal should contain the following:

4.1 Letter of Interest

Hunters should include a letter indicating the Hunter's interest in and knowledge of the project and willingness to provide the services.

4.2 Hunter Questionnaire

Complete the Hunter Questionnaire in its entirety with all requested attachments.

4.3 Appendix

The Appendix should include the following information:

4.3.1 Signature and Acknowledgement of Addendum Form **EXHIBIT A**
4.3.2 Completed Volume of Previous Work Summary Form **EXHIBIT B**.
4.3.3 Drug Free Workplace Form **EXHIBIT C**.
4.3.4 Public Records Declaration or Exemption Form **EXHIBIT D**.
4.3.5 Insurance Requirements **EXHIBIT E**
4.3.6 Sample Agreement For Contractual Services **EXHIBIT F**
4.3.7 Provide a copy of the Hunters' current driver's license.
4.3.8 List of verifiable references, for whom the Hunter has performed these type services. List any installations performed for governmental entities. The following should be provided for each reference listed:
4.3.8.1 Name, title, address and phone number of the individual within the organization for whom the work was performed who can be contacted in regards to the project.
4.3.8.2 The name(s) of the Manager or key staff person(s) who worked on the project.
4.3.8.3 A copy of the selected Hunter's current Florida Professional Registration Certificate, if applicable.

5.0 RFP SELECTION PROCEDURES

The Hunter selected to provide the services described herein will be selected from the qualified Hunters submitting responses to this request for proposal. The selection process will be as follows:

5.1 RFP Submittals

All the written submittals will be reviewed by the staff of the department requesting the services. Taking into account the Hunter's Qualifications and the overall Written Proposal, the department will then select no more than six (6) submittals for further evaluation. These submittals will then be presented to the staff evaluation team for a thorough review and evaluation per the criteria stated in Section 6.0 of the Request for Proposals.

5.2 RFP Evaluation Committee

The Evaluation Committee will evaluate the Hunter Qualifications and Written Qualifications for each submittal in accordance with the evaluation criteria identified in Section 6.0.

In a Public Meeting, officiated by Procurement, the Committee discusses issues appropriate to the scoring. Members do not have to agree on exact scores, but each member's score shall be justified, whether zero, high or low.

Depending on the complexity of the solicitation, additional meetings may be required, up to and including oral presentations. Oral presentations shall be made at no cost to Alachua County. During oral presentations the Hunter shall further detail their qualifications, approach to the project and ability to furnish the required services.

5.3 **Presentation (If deemed necessary)**

Upon review and evaluation, the Department Director, along with the Staff Evaluation Team, may select no fewer than three (3) of these submittals for presentations. The selected Hunters shall then further detail their qualifications, approach to the project and ability to furnish the required services during oral presentations. These presentations shall be made at no cost to Alachua County. (Staff Evaluation Team has the option of waiving this phase of the process upon approval by Procurement).

6.0 SELECTION AND EVALUATION CRITERIA

The evaluation committee will evaluate the proposals as follows:

6.1 **Technical Qualifications**

The Technical Qualifications will assess each responding Hunter's ability based on experience and qualifications of key staff members, the Hunter's capability of meeting time and budget requirements, local preference, volume of work previously awarded to the Hunter by the County and the Hunter's record with regard to this type of work, particularly in the County or in Florida.

The Evaluation Committee will not be impressed with excessive amounts of boilerplate, excessive numbers of resumes, excessive length of resumes, excessive numbers of photographs, work that distant offices have performed, or work not involving personnel to be assigned to the proposed project.

6.2 **Written Proposal**

The Evaluation Committee will assess how effectively the requirements of the scope of services have been addressed. The written proposal should identify the project schedule and any information on the equipment available to perform the services. When applicable, the written proposal should identify a Lead Hunter and all other Hunters in the group. It should relate the capabilities of the project team to the requirements of the scope of services.

The Evaluation Committee will not be impressed with excessive boilerplate, excessive participation by "business development" personnel, and the use of "professional" presenters who will not be involved in the project or future presentations.

6.3 **Oral Presentation (Optional)**

Oral presentation should address both the technical qualifications of the Hunter and their approach to the project.

Importance is given to the Hunter's understanding of the project, the placement of emphasis on various work tasks, and response to questions. The Evaluation Committee will assess the Lead Hunter's capability and understanding of the project and their ability to communicate ideas. The role of key members of the team should be established based on the scope of services and the Hunter's approach to the project. The role of any subcontracted Hunter in the proposal should be clearly identified. The Evaluation Committee will evaluate the availability and appropriateness of equipment for the required services.

Unique experience and exceptional qualifications may be considered with emphasis on understanding of the project, particularly "why it is to be done" as well as "what is to be done."

6.4 **Other factors**

The Other Factors to be considered, but not limited to, are those items, such as value added services, past performance, and previous amount of work for Alachua County.

7.0 HUNTER RESPONSIBILITY

All services shall be provided with the skill and care which would be exercised by comparable qualified Hunters performing similar services at the time and place such services are performed.

Hunter shall accept full responsibility for the work as described herein.

7.1 **Insurance Requirements**

The selected proposer/Hunter shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. **EXHIBIT E.**

If the initial insurance expires prior to the completion of the work, a renewal certificate shall be furnished Thirty (30) days prior to the date of expiration.

7.2 **Hunter Safety Card**

The Selected Hunter shall provide a copy of his or her Hunter Safety Card for all hunters listed in Section I of the Hunting Questionnaire or proof of exemption.

8.0 GENERAL TERMS AND CONDITIONS

The following are the general terms and conditions, supplemental to those stated elsewhere in the Request for Proposal, to which the selected Hunter must comply in order to be consistent with the requirements for this Request for Proposal. Any deviation from these or any other stated requirements should be listed as exceptions in a separate appendix of the proposal.

8.1 **Assignment of Personnel**

All personnel assigned to the project will be subject to the approval of the County and no changes shall be allowed unless prior written approval is obtained.

8.2 **Basis for Contract Negotiation**

The proposal will serve as the basis for negotiating the contract.

8.3 **Term of the Contract**

This contract shall be effective for a period beginning on the date of the executed contract and continuing for a term of five (5) years thereafter.

8.4 **Reuse of Existing Plans** - Not applicable.

8.5 **Governing Law**

This agreement shall be governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

8.6 **Permits, Laws & Regulations**

The selected Hunter shall obtain and pay for all necessary permits, permit application fees, licenses or any fees required.

The selected Hunter shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated in the proposal. The selected Hunter is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the selected Hunter will in no way relieve it of responsibility.

The selected Hunter must agree to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

8.7 **Award of Contract(s)**

The County reserves the right to award contracts to more than one (1) Hunter as determined to be in the best interest of the County.

8.8 **Assignment of Interest**

Any individual or Hunter shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.

8.9 **Indemnification**

The Purchaser agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Purchaser further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Purchaser agrees that indemnification of the County shall extend to any and all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation

on the amount or type of Purchaser's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Purchaser.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

8.10 **Amendments**

This agreement may be amended by mutual written agreement of the parties and may be changed only by such written amendment.

8.11 **Default and Termination**

The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The Department Director is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager is authorized to provide final termination notice on behalf of the County to the selected Hunter.

The County may terminate the contract without cause by first providing at least 24 hours written notice to the selected Hunter prior to the termination date. The County's Department Director is authorized to provide written notice of termination on behalf of the County.

In the event funds to finance the contract become unavailable, the County may terminate the contract with no less than twenty-four hours' notice in writing to the selected Hunter. The County shall be the final authority as to the availability of funds.

8.12 **Successors and Assigns**

The County and selected Hunter each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this agreement, and any assignment or transfer by the selected Hunter of its interest in the contract without the written consent of the County shall be void. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County or the selected Hunter, nor shall it be construed as giving any right or benefit hereunder to anyone other than the County or the selected Hunter.

8.13 **Non Waiver**

The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or noncompliance.

8.14 **Independent Contractor**

In the performance of this agreement, the Hunter will be acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the County. The Hunter shall be solely responsible for the means, method, technique, sequences, and procedures utilized by the Hunter in the full performance of the agreement.

8.15 **Collusion**

8.15.1 The proposer, by affixing his signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT A**, declares that the bid is made without any previous understanding, agreement, or connections with any persons, Hunters or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

8.15.2 The proposer, by affixing his signature to the Signature and Acknowledgement of Addendum Form **EXHIBIT A**, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of the contract.

EXHIBIT A

SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM

RFP NUMBER:	**19-921**
PROPOSAL OPENING DATE:	**2:00 pm, Wednesday, June 26, 2019**
RE:	**Phifer Addition Tract Hunting Agreement for Contractual Services**
PLACE OF RFP OPENING:	**Alachua County Procurement, 3rd Floor** County Administration Building 12 SE 1st Street Gainesville, Florida 32601-6983

Acknowledge Receipt of Addendum(s) *(if applicable circle):* #1 Yes No #2 Yes No #3 Yes No

Proposer: _____ Company: _____

Address: _____

_____

Authorized Signature: _____ Title: _____

Clearly Print Name: _____

Phone: _____ Fax: _____ Date: _____

Email Address: _____

EXHIBIT B

VOLUME OF PREVIOUS WORK SUMMARY

Volume of previous work will be determined by the actual fees rendered to the Hunter by Alachua County. These fees are based on actual payments made to the Hunter and are retrieved from the County's electronic accounting system. Only a portion of these fees 9 (Adjusted fee) will be considered based on the fiscal year payments and the factor listed below (see chart below).

SAMPLE

PERIOD	ACTUAL FEE	FACTOR	ADJUSTED FEE
Current and last year (Oct 1 – Sept 30)	$ 100,000.00	X 1.0	$ 100,000.00
Second year past (Oct 1 – Sept 30)	$ 100,000.00	X .08	$ 80,000.00
Third year past (Oct 1 - Sept 30)	$ 100,000.00	X .06	$ 60,000.00
TOTAL ADJUSTED FEE CONSIDERED			$ 240,000.00

VOLUME OF PREVIOUS WORK - POINTS EARNED

The volume of previous work points earned are based on the adjusted fee (see chart below).

POINTS	ADJUSTED FEE (AF) *	YOUR REQUESTED AF POINTS
5	AF < 50,000	_____ points
4	50,000 < AF < 100,000	
3	100,000 < AF < 200,000	
2	200,000 < AF < 300,000	
1	300,000 < AF < 400,000	
0	AF > 400,000	

EXHIBIT C

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of proposals, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace, secondly, to certified Small Business Enterprise (SBE) bidders.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

_____
Name of Business

does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date

EXHIBIT D

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida 'public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

_____ _____

Bidder's Signature Date

- - - OR - - -

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

_____

_____

_____

_____

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspector copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

_____ _____

Bidder's Signature Date

July 26. 2006

EXHIBIT E

TYPE "G" INSURANCE REQUIREMENTS

Licensee's Ins.

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than $1,000,000 General Aggregate, $1,000,000 Products / Completed Operations Aggregate, $1,000,000 Personal and Advertising Injury Liability, $1,000,000 each Occurrence, $100,000 Fire Damage Liability and $5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer's Liability limits for not less than $100,000 each accident; $500,000 disease policy limit and $100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker's compensation coverage under the Florida Workers' Compensation Act, the Licensee may choose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to works' compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. The Licensee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Licensee's insurance and shall be non-contributory.

III All Coverages

The Licensee shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

The Certificate of Insurance must contain the following:

Department Contact: **Scott Crosby**
Department: **Parks and Conservation Lands**
Department Phone: **352.264.6823**
Bid: **19-921 Phifer Addition Tract Hunting Agreement**

EXHIBIT F

AGREEMENT BETWEEN ALACHUA COUNTY AND _____ FOR HUNTING IN THE PHIFER ADDITION RFP 19-921

This Agreement is entered into this _____day of _____, 20___ between Alachua County, Florida, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and _____, doing business at _____ hereinafter referred to as "Hunter" (collectively hereinafter County and The Hunter referred to as "Parties")

WITNESSETH

WHEREAS, in 2009 the 325-acre Phifer Addition tract was acquired by the County through the Alachua County Forever (ACF) Program and is managed as part of Phifer Flatwoods Preserve to protect, improve and manage its natural resources for future generations; and,

WHEREAS, one of the Guiding Principles adopted by the BoCC on February 25, 2002 for the ACF Program was "...To minimize stewardship expenses while the Program is in this initial acquisition phase, staff will use a strategy of 'no loss of conservation values' stewardship"; and

WHEREAS, On January 22, 2013, the County adopted the Alachua County Forever Hunting Business Plan. The Plan's intent is to establish principles to guide appropriate management of recreational hunting on ACF-managed lands. The Multi-year Hunting Agreement is one mode of hunting outlined in the Hunting Business Plan, that provides limited hunting opportunities in exchange for caretaking and maintenance services on particular properties; and

WHEREAS, the County issued Request for Proposal #19-921 seeking Hunters to furnish , **Phifer Addition Tract Hunting** in Alachua County, Florida; and

WHEREAS, after evaluating and considering all timely responses to RFP #19-921, the County identified the Hunter as the top ranked firm; and

WHEREAS, the County desires to contract with the Hunter to provide the services described in RFP # 19-921 and the Hunter desires to provide such services to the County in accordance with the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

1. **Property**

   1.1. Phifer Addition is located in southeastern Alachua County, on County Road 2082 near the intersection of SE 152nd Street, and is surrounded by private lands. Map of location is at **Exhibit "1".**

   1.2. This Agreement is for the use of properties described in 1.1." The Hunter agrees, understands and acknowledges that hunting and/or other shooting activities involving firearms are inherently dangerous activities in which the use of firearms in close range of others sometimes occurs. The Hunter also agrees, understands and acknowledges that the Property may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to Licensee and its invitees. The **COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PROPERTY FOR LICENSEE'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PROPERTY, AND LICENSEE AGREES THAT IT HAS NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY**. The Hunter hereby acknowledges, agrees, represents and warrants that it has inspected the Property and has, in its sole and exclusive discretion, determined that the Property is suitable for Licensee's intended uses of the Property in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition.

2. **Term**. This agreement is effective for five year(s) upon execution by the Parties, unless earlier terminated as provided herein.

3. **Duties of the Hunter**. The Hunter shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "2."**

4. **Duties of the County**. The County shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "3."**

SAMPLE

5. **Method of Payment**. In lieu of monetary payments, the Hunters shall provide the caretaking and site maintenance services detailed in Exhibit 1, and summarized in Table 1 below. These services shall be completed in accordance with the specifications that follow.

Task	Description	Location	Target Date
Site Security	Perform site security checks – inspect gates, locks and interior of Property.	Entire Property	Weekly
	Complete and submit Monthly Site Activity Report.	Entire Property	5th day of the month following the reporting period
Fencing	Maintain existing fences, gates and boundary posting sufficient to secure Property.	Entire Property	As needed
Mowing	Mow and vertically trim roads, trails and fire breaks 2 (two) times annually.	Shown on map	Summer, Fall
Harrowing	Harrow fire breaks 2 (two) times annually using standard farm harrows.	Shown on map	Fall, Spring
Hog Control	Control feral hogs on the Property by hunting and trapping.	Entire Property	As needed
Solid Waste Removal	Remove and property dispose of solid waste from the Property.	Entire Property	As needed
Boundary Marking	Maintain and replace "No Trespassing" signs on Property boundary.	Entire Property	As needed

6. **Notice**. Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from either party to the other party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless deliver is by personal deliver in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, The Hunter's and County's representatives are:

County:

Title
Department
PO Box
Gainesville, FL, ZIP

The Hunter:

Corporate Name
Address
City/State/Zip
ATTN: _____

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq. Clerk of the Court 12 SE 1st Street Gainesville, FL 32602 ATTN: Finance and Accounting	and	Procurement Division 12 SE 1st Street Gainesville, Florida 32601 Attn: Contracts/Grants

7. <u>Default and Termination.</u>

7.1. The failure of the Hunter to comply with any provision of this Agreement will place the Hunter in default. Prior to terminating the Agreement, the County will notify the Hunter in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Hunter seven (7) days to cure the default. The _____ is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the _____ is authorized to provide final termination notice on behalf of the County to the Hunter.

SAMPLE

7.2. The County may also terminate the Agreement without cause by providing written notice to the Hunter (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. Upon such notice, Hunter will immediately discontinue all Work affected (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been accumulated by the Hunter in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Hunter's recovery against County shall be limited to that portion of the Annual Contract Price earned through the date of termination, but Hunter shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

10. <u>Project Records.</u>

10.1 General Provisions:

10.1.1 Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

10.1.2 In accordance with §119.0701, Florida Statutes, the Professional or Hunter (referred hereinafter in all of the "Project Records" section collectively as "Professional"), *when acting on behalf of the County*, as provided under §119.011(2), Florida Statues, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Professional or Hunter shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

SAMPLE

10.1.3 Hunter shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Professional does not transfer the records to the County.

10.2 Confidential Information:

10.2.1 During the term of this Agreement or license, the Professional may claim that some or all of Professional's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Professional in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Professional shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Professional as "Confidential Information" or "CI."

10.2.2 The County shall promptly notify the Professional in writing of any request received by the County for disclosure of Professional's Confidential Information and the Professional may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Professional shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Professional shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Professional's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Professional shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Professional releases County from claims or damages related to disclosure by County.

SAMPLE

10.3 Project Completion: Upon completion of, or in the event this Agreement is terminated, the Professional, *when acting on behalf of the County* as provided under §119.011(2), Florida Statues, shall transfer, at no cost, to the County all public records in possession of the Professional or keep and maintain public records required by the County to perform the service. If the Professional transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Professional keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

10.4 Compliance: A Professional who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statues.

IF THE PROFESSIONAL OR HUNTER HAS QUESTIONS REGUARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUNTER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE

11 Insurance. The Hunter will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in **Exhibit "4".** A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit "4-A"**

SAMPLE

13 <u>Laws & Regulations</u>.

13.1 The Hunters shall abide by all State of Florida hunting statutes and Florida Fish and Wildlife Conservation Commission rules and regulations, and any violation of these rules may result in the immediate removal of the offending individual from this agreement.

13.2 As a condition precedent to the Licensees allowing any prospective individual, who is under the age of 18 and not a signatory to this Agreement, to enter the Property, Licensee shall obtain an executed and notarized Waiver and Release in the form attached hereto as **Exhibit "5" Waiver and Release for Minor** signed by the individual and the parent or legal guardian of each individual that is under the age of 18, and shall furnish the original executed and notarized forms to the County prior to the participant being allowed entry onto the Property. As an additional condition precedent to the Licensee conducting its outdoor program on the Property, the licensee shall also obtain an executed and notarized Waiver and Release in the form attached hereto as **Exhibit "6" Waiver and Release for Adult** from every adult that will be on the Property, and shall furnish the original executed and notarized forms to the County prior to allowing any such adult to be allowed entry onto the Property. The failure of the Licensee to obtain a signed and notarized Waiver and Release as required by this License Agreement shall constitute a material breach of this License Agreement. The Licensee is solely responsible to ensure that all activities conducted on the Property during the term of this License Agreement are conducted in a safe manner. The Licensee shall be solely responsible for notifying the public that the Property is are closed during all scheduled hunting days, for restricting access to the Property during all scheduled hunting days, and, thereafter, shall also be solely responsible for removing any signage that may have been posted by the Licensee.

14 <u>Indemnification</u>.

THE HUNTERS HEREBY WAIVE AND RELEASE, AND AGREE TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, IT'S BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, OR EXERCISE OF ANY RIGHT, PRIVILEGES, OR USES

SAMPLE

ALLOWED OR GRANTED IN THIS LICENSE AGREEMENT OR FROM LICENSEE'S ENTRY ONTO OR USE OF THE PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF ALACHUA COUNTY. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of the Hunters, its, agents or invitees, then The Hunter will defend such allegations through counsel chosen by the County. Furthermore, The Hunter will pay all costs, fees, and expenses of any defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

15. Assignment of Interest. The Hunter and County recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the Hunter hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

16. Successors and Assigns. The County and Hunter each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

17. **Independent Contractor.** In the performance of this Agreement, the Hunter is acting in the capacity of an independent Hunter and not as an agent, employee, partner, joint venturer, or associate of the County. The Hunter is solely responsible for the means, method, technique, sequence, and procedure utilized by the Hunter in the full performance of the agreement.

18. **Collusion**. By signing this Agreement, the Hunter declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors, or corporations and that this Agreement is fair and made in good faith without any outside control, collusion, or fraud.

19. **Conflict of Interest**. The Hunter warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Hunter shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

SAMPLE

20. **Third Party Beneficiaries**. This agreement does not create any relationship with, or any rights in favor of, any third party.

21. **Severability.** Paragraphs 11 and 12 are essential and indivisible provisions of this License Agreement and shall be interpreted to provide the broadest protection to the County. If paragraph 11 or paragraph 12 is declared to be void by a court of law, then the entire Licensee Agreement shall be deemed void. If any other provisions of this License Agreement are declared void by court of law, all other provisions will remain in full force and effect.

22. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

23. **Governing Law and Venue**. This agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Alachua County.

24. **Attachments**. All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

25. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

26. **Captions and Section Headings**. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

27. **Construction**. This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

28. Counterparts. This agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

29. **Entire Agreement**. This agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.

SAMPLE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By:_____

_____, Chair

Board of County Commissioners

Date: _____

IF CONTRACT IS LESS THAN $50,000 CAN BE SIGNED BY COUNTY MANAGER

ATTEST:

_____

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

IF SIGNED BY COUNTY MANAGER CLERK DOES NOT ATTEST AND SIGNATURE BLOCK IS REMOVED

APPROVED AS TO FORM

_____

Alachua County Attorney's Office

PROFESSIONAL

ATTEST (By Corporate Officer)

By:_____

Print:_____

Title: _____

By:_____

Print: _____

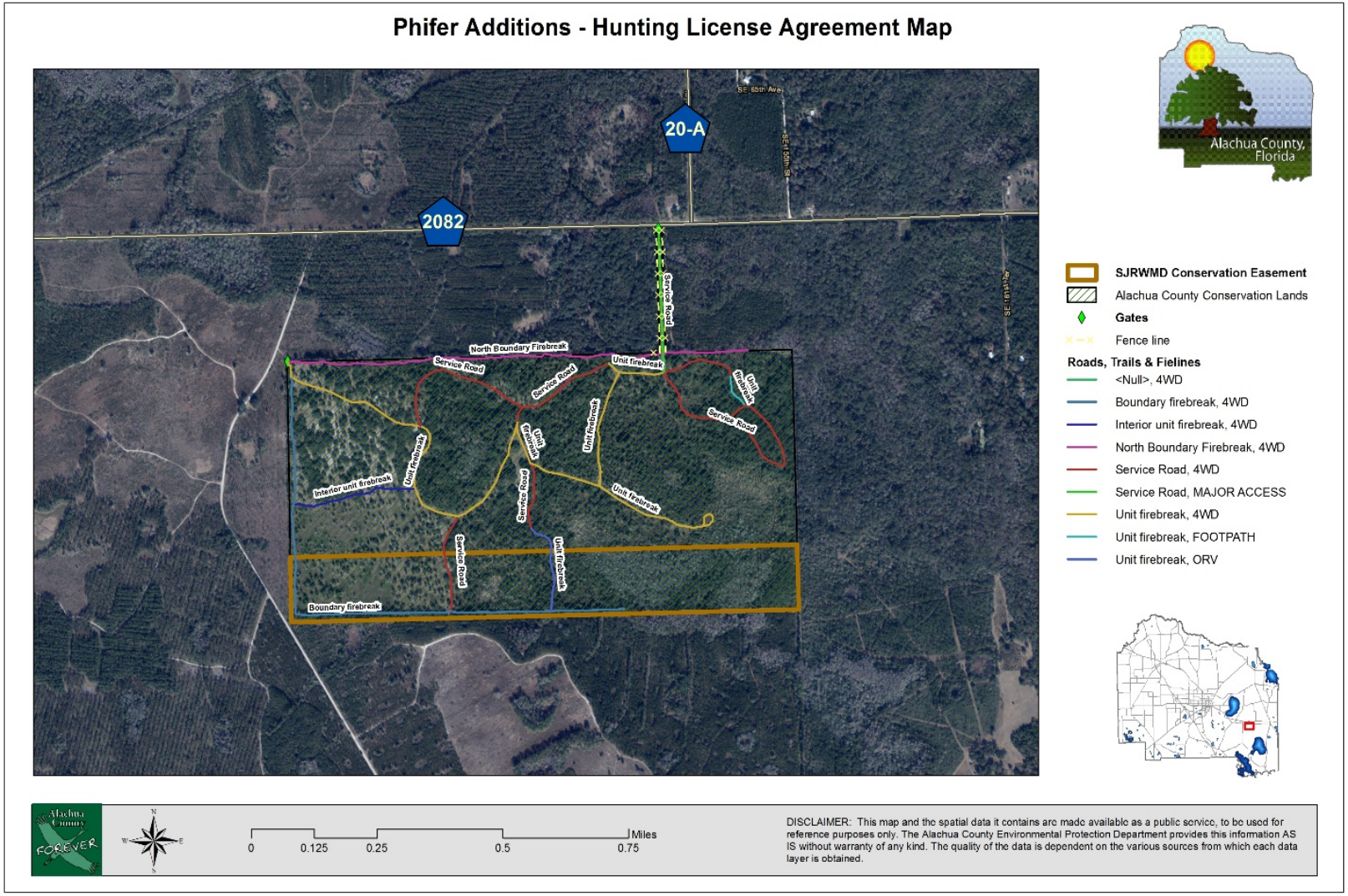
Title:_____

Date: _____

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

SAMPLE

EXHIBIT 1: Property



Phifer Additions - Hunting License Agreement Map

SJRWMD Conservation Easement

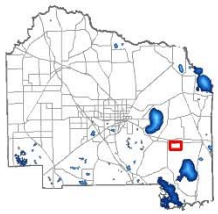
Alachua County Conservation Lands

Gates

Fence line

Roads, Trails & Fielines

- Boundary firebreak, 4WD
- Interior unit firebreak, 4WD
- North Boundary Firebreak, 4WD
- Service Road, 4WD
- Service Road, MAJOR ACCESS
- Unit firebreak, 4WD
- Unit firebreak, FOOTPATH
- Unit firebreak, ORV



Alachua County FOREVER

N W E S

0 0.125 0.25 0.5 0.75 Miles

DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.

EXHIBIT 2: SCOPE OF SERVICES

SAMPLE

EXHIBIT 3: DUTIES OF THE COUNTY

SAMPLE

EXHIBIT 4: INSURANCE REQUIREMENTS

SAMPLE

EXHIBIT 4-A: CERTIFICATE OF INSURANCE

SAMPLE

Exhibit "6". WAIVER AND RELEASE FOR MINOR

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Premises
In consideration of permitting of my minor child,_____(name of child) (hereinafter, the "Child"), to enter the property known as Phifer Addition, which is owned by Alachua County, a charter county and political subdivision of the State of Florida, the general location of which is depicted in the map attached hereto as Exhibit "6-A" (hereinafter, the "Property") and in consideration of permitting the Child to enter to Property, **I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY CHILD'S ENTRY ONTO OR USE OF THE PREMISES AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF ALACHUA COUNTY**. This release applies during the time that my Child is on the Premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Premises or activities occurring thereon.

I understand and acknowledge that hunting and/or other shooting activities involving firearms are inherently dangerous activities in which the use of firearms in close range of others sometimes occurs. These Premises may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to my Child or his/her personal property. **ALACHUA COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PREMISES FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND I AGREES THAT I HAVE NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY. I hereby acknowledge, agree, represent and warrant that my child is voluntarily entering the Premises in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition with knowledge of the dangers involved, and I, as the parent or legal guardian, and with full legal authority, hereby agree to accept and assume, on behalf of myself and my Child, ALL RISKS associated with entering the Premises, including but not limited to injury or death, property loss or damage.**

I swear and affirm that I am the parent or legal guardian of the above named Child I am signing this document on behalf of my minor child and agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and

SAMPLE

voluntarily, without inducement, assurance or guarantee being made to me.

_____
Child's Signature Date_____

_____
Child's Name (printed)

_____
Parent/Guardian's Signature Date_____

_____
Patent/Guardian's Name (printed)

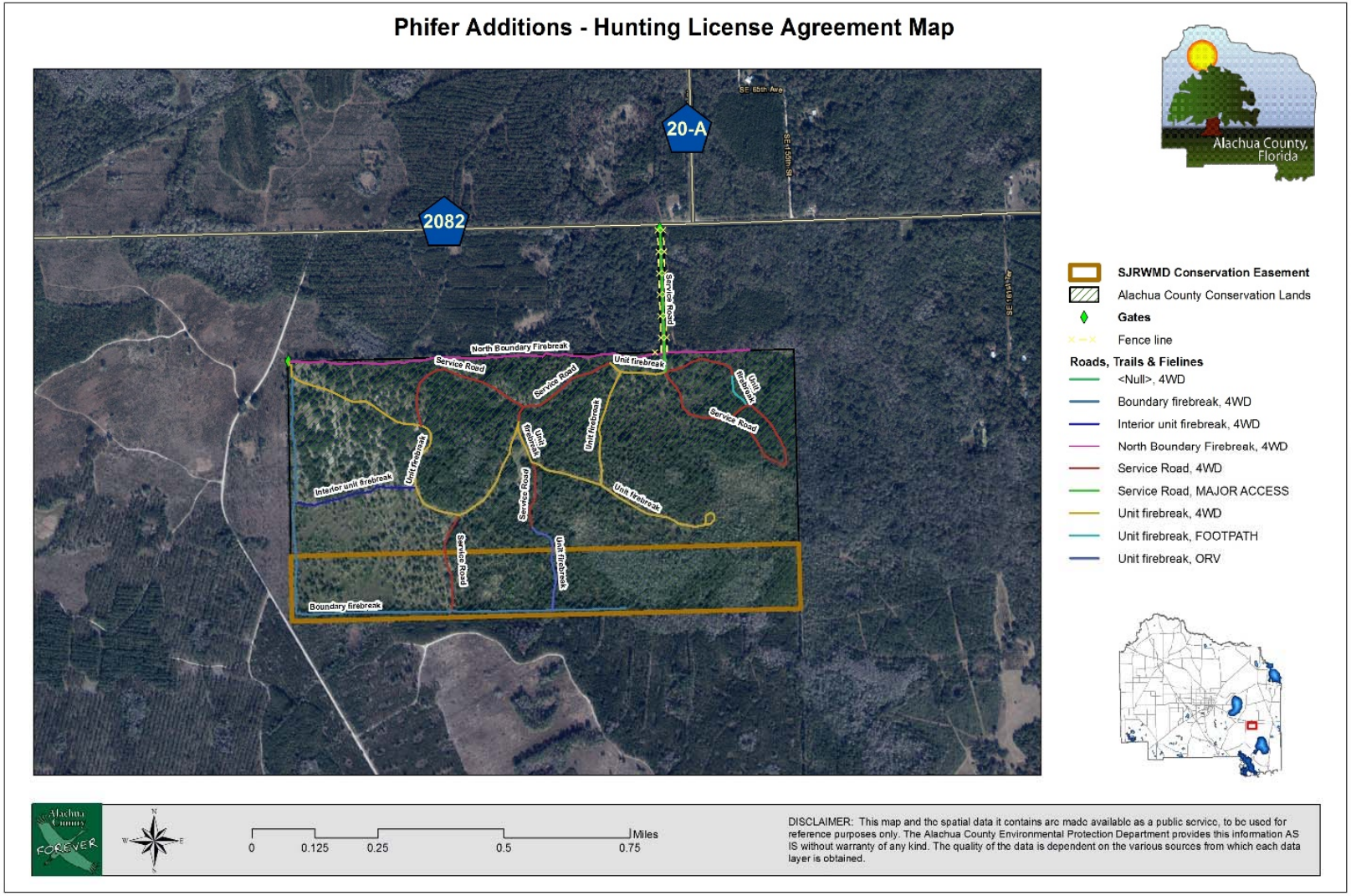
Signed, sealed, and delivered this_____day of____, 2019,
By: _____
Name of Affiant (Parent)

Sworn to and subscribed before me this day of by
_____, who is personally known to me or produced
_____as identification, and did take an oath.

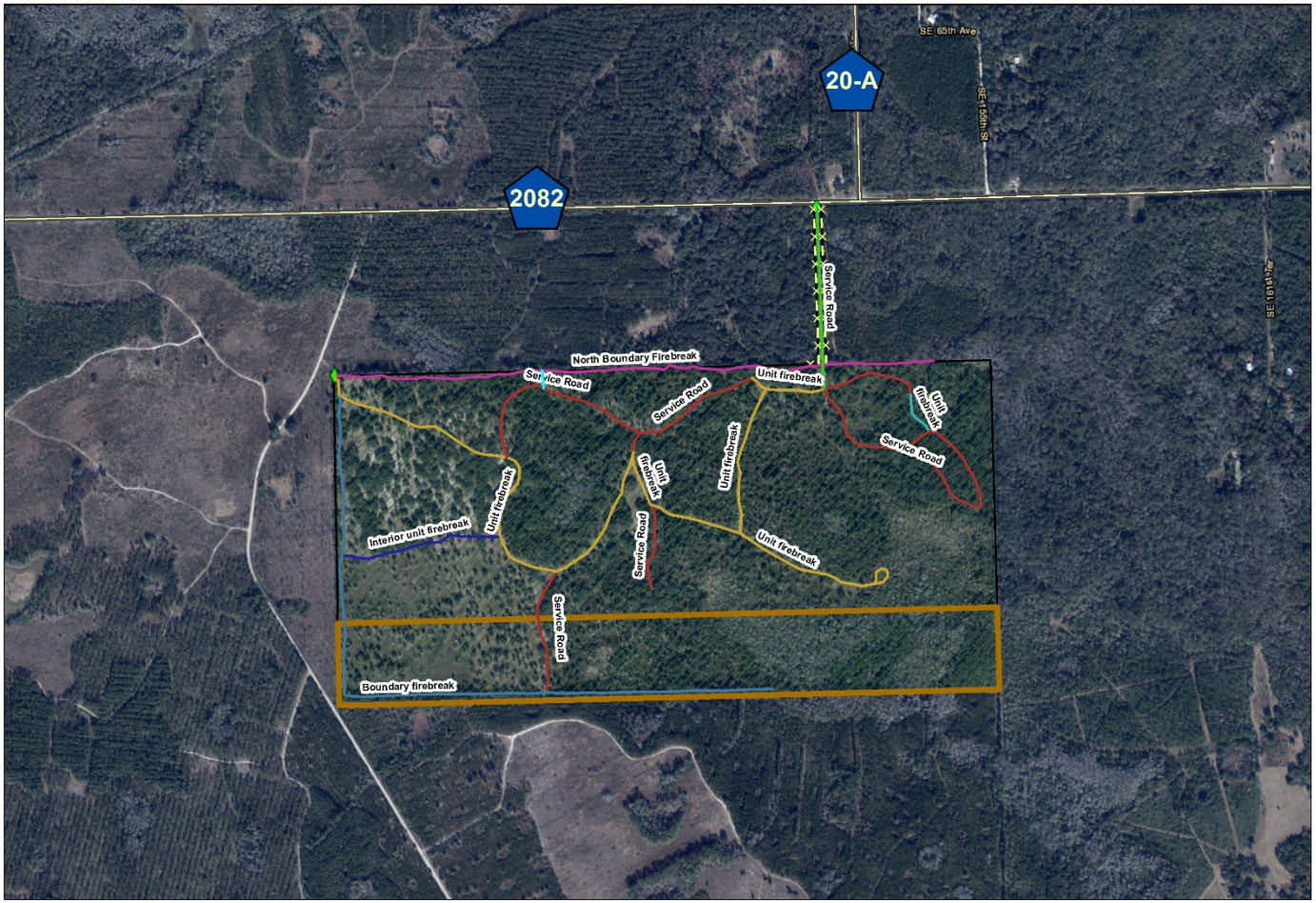
Name of Notary Public Notary Public
My Commission Expires:
(date of expiration of commission)

SAMPLE

Exhibit "6-A" Property



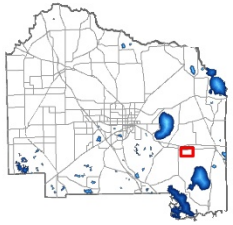
Phifer Additions - Hunting License Agreement Map



Alachua County, Florida

SJRWMD Conservation Easement
Alachua County Conservation Lands
Gates
Fence line

Roads, Trails & Fielines
Boundary firebreak, 4WD
Interior unit firebreak, 4WD
North Boundary Firebreak, 4WD
Service Road, 4WD
Service Road, MAJOR ACCESS
Unit firebreak, 4WD
Unit firebreak, FOOTPATH
Unit firebreak, ORV



Alachua County FOREVER

N W E S

0 0.125 0.25 0.5 0.75 Miles

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Exhibit 7 – WAIVER AND RELEASE FOR ADULT

Waiver and Release of Liability, Indemnification Agreement, Full Assumption of all Risk and Liability, and Acknowledgment and Acceptance of Potential Dangers, Risks and Hazards of Premises
I _____ (name) in consideration to enter the property known as Phifer Addition, which is owned by Alachua County, a charter county and political subdivision of the State of Florida, the general location of which is depicted in the map attached hereto as Exhibit "1" (hereinafter, the "Premises") , **I HEREBY WAIVE, RELEASE AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY, ITS BOARD OF COUNTY COMMISSIONERS, CONSTITUTIONAL OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVE, ATTORNEYS, AGENTS AND ASSIGNS (HEREINAFTER, COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY WAY RESULTING FROM MY ENTRY ONTO OR USE OF THE PREMISES AND ANY AND ALL IMPROVEMENTS THEREON, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS OF ALACHUA COUNTY**. This release applies during the time that I am on the Premises. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Alachua County by reason of conditions of the Premises or activities occurring thereon.

I understand and acknowledge that hunting and/or other shooting activities involving firearms are inherently dangerous activities in which the use of firearms in close range of others sometimes occurs. These Premises may have hidden obstructions, thorns, poisonous snakes, or other natural or manmade objects which may be dangerous to me and my personal property. **ALACHUA COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PREMISES FOR THE INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PREMISES, AND I AGREES THAT I HAVE NOT RECEIVE OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM ALACHUA COUNTY. I hereby acknowledge, agree, represent and warrant that I am voluntarily entering the Premises in its "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition with knowledge of the dangers involved, and I hereby agree to accept and assume ALL RISKS associated with entering the Premises, including but not limited to injury or death, property loss or damage.**

I swear and affirm that I agree to be specifically bound to all the terms and conditions of this Agreement. I have carefully read this Agreement and fully understand its contents. I understand that I have given up substantial rights by signing it and I am aware of its legal consequences. I have signed it freely and voluntarily, without inducement, assurance or guarantee being made to me.

_____
Signature Date_____

_____
Name (Printed)

SAMPLE

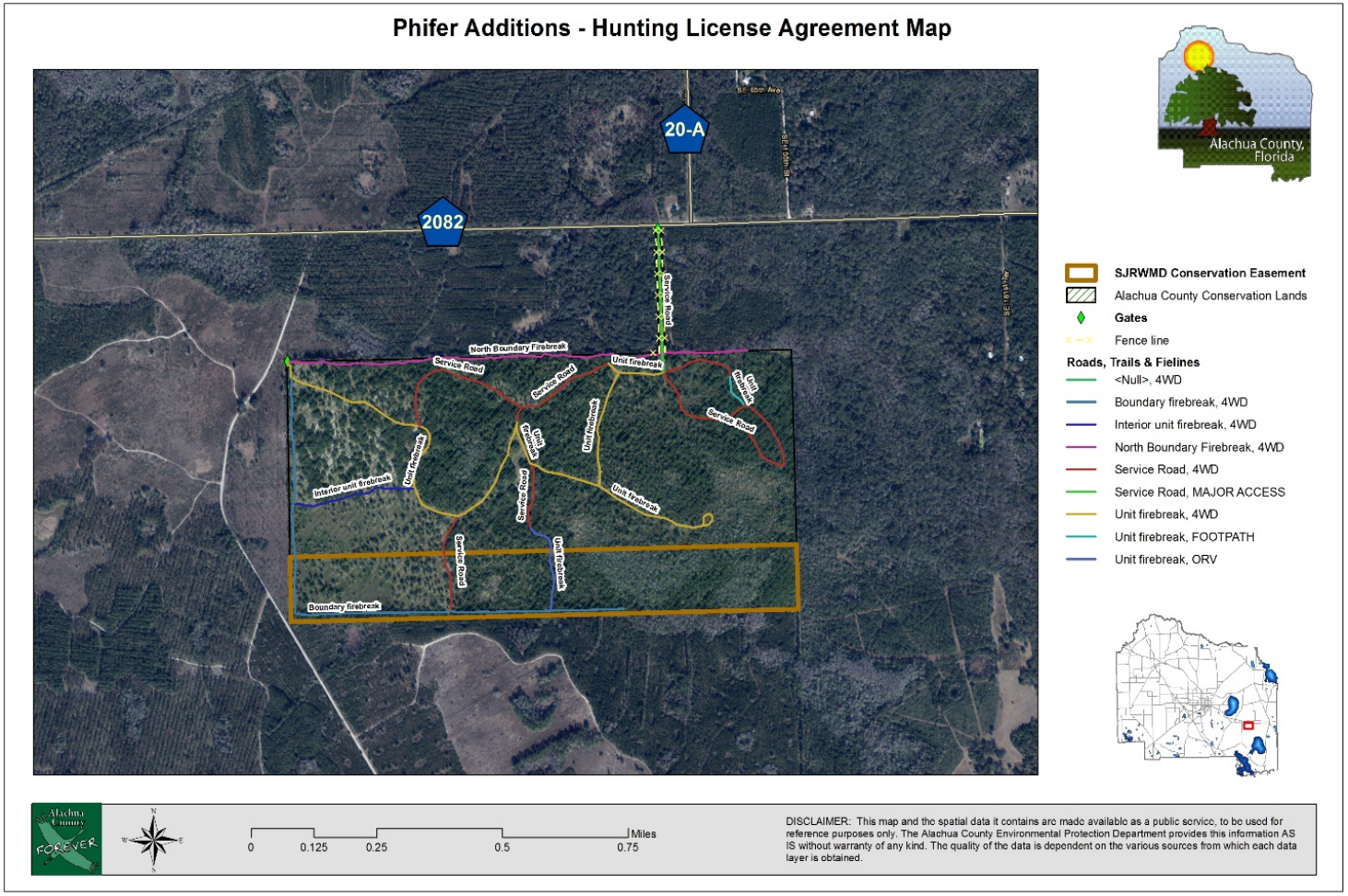
Signed, sealed, and delivered this_____day of____, 2019,
By: _____
Name of Affiant (Parent)

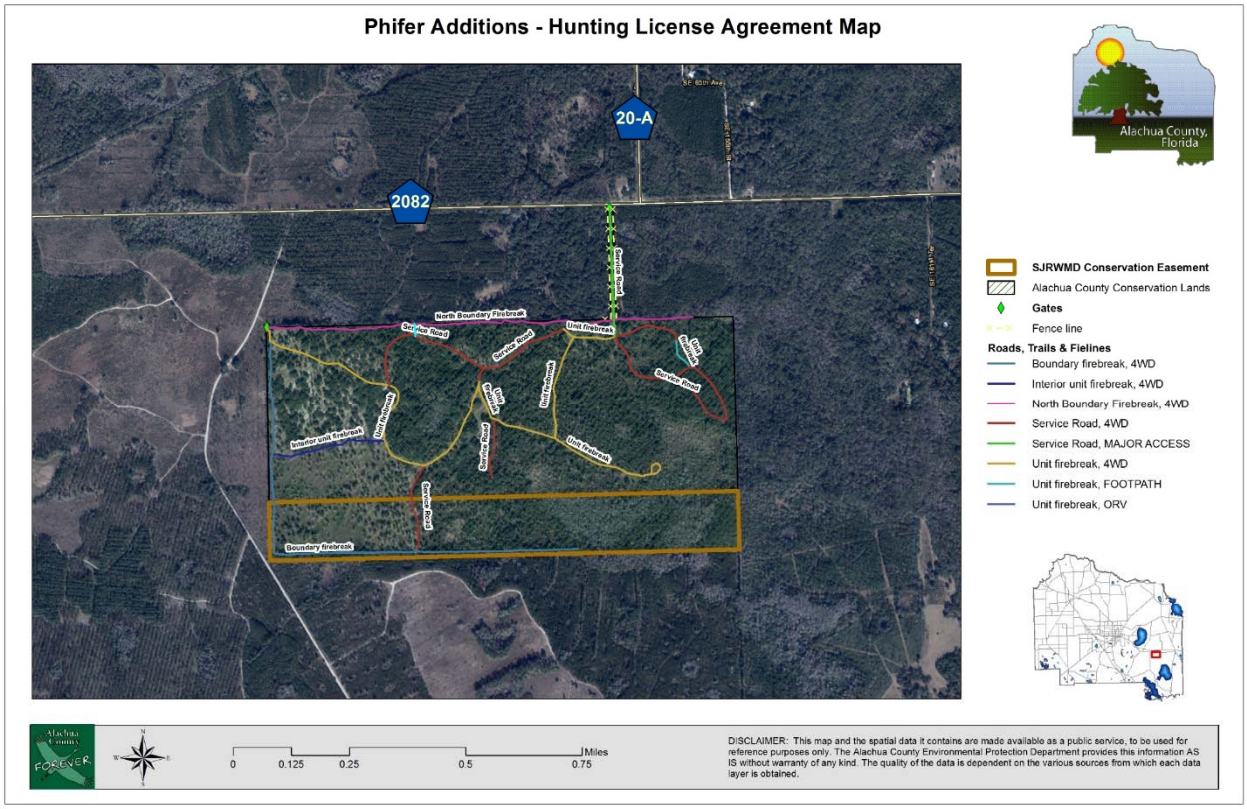
Sworn to and subscribed before me this day of by
_____, who is personally known to me or produced
_____as identification, and did take an oath.

Name of Notary Public Notary Public
My Commission Expires:
(date of expiration of commission)

SAMPLE

Exhibit 7-A: Property




Phifer Additions - Hunting License Agreement Map
20-A
2082
Service Road
North Boundary Firebreak
Service Road
Unit firebreak
Unit firebreak
Service Road
Unit firebreak
Unit firebreak
Service Road
Unit firebreak
Interior unit firebreak
Unit firebreak
Service Road
Service Road
Boundary firebreak
Alachua County, Florida
SJRWMD Conservation Easement
Alachua County Conservation Lands
Gates
Fence line
Roads, Trails & Fielines
Boundary firebreak, 4WD
Interior unit firebreak, 4WD
North Boundary Firebreak, 4WD
Service Road, 4WD
Service Road, MAJOR ACCESS
Unit firebreak, 4WD
Unit firebreak, FOOTPATH
Unit firebreak, ORV
Alachua County FOREVER
0
0.125
0.25
0.5
0.75
Miles
DISCLAIMER: This map and the spatial data it contains are made available as a public service, to be used for reference purposes only. The Alachua County Environmental Protection Department provides this information AS IS without warranty of any kind. The quality of the data is dependent on the various sources from which each data layer is obtained.