

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

***ALL PROPOSERS MUST BE PRESENT AT MANDATORY PRE-PROPOSAL
CONFERENCE TO SUBMIT RESPONSE FOR THIS RFP***

MANDATORY PRE-PROPOSAL MEETING

9:30 am, Friday, July 17, 2020

8955 East County Road 225, Gainesville, FL



REQUEST FOR PROPOSALS

RFP 21-239 Annual Northeast Flatwoods Preserve Hunting Agreement

RFP Submittal Deadline

2:00 pm, Wednesday, August 5, 2020

Electronic Responses must be uploaded to DemandStar.com.

The DemandStar platform will not accept late Proposal

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ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

REQUEST FOR PROPOSALS 21-239

FOR THE PROVISION OF Northeast Flatwoods Preserve 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 Northeast Flatwoods Preserve Hunting Agreement for the benefit of Conservation Lands Department.

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 ([Section 5.0](#)) Selection and Evaluation Criteria ([Section 6.0](#)), Hunter Responsibility ([Section 7.0](#)), General Terms and Conditions ([Section 8.0](#)), Exhibits A through F (Section 9.0).

1.2 **Distribution of Information**

The County posts and distributes information pertaining to its procurement solicitations on [DemandStar.com](#).

The County has transitioned from accepting hard (paper) copy proposals to accepting electronic submittals through “E-Bidding” on [DemandStar.com](#). In order to submit a proposal response to this solicitation the Hunter must be registered with [DemandStar.com](#)

1.3 **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.

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.

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.

Proposal response, containing all required documents, with authorized signatures, must be received by 2:00 p.m. on the due date indicated on the Proposal Cover Page for this RFP. The Hunter’s complete submittal in pdf format must be uploaded into [DemandStar.com](#) prior to the 2:00 p.m. deadline.

DEMANDSTAR'S PLATFORM WILL NOT ACCEPT LATE SUBMITTALS

Upload proposal response as a pdf formatted document only, unless the solicitation states otherwise.

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 electronic pdf file. The pdf file must be clearly identified as "PUBLIC RECORDS EXEMPT," per Section [1.11 Proprietary Information](#).

The pdf document should be titled with proposer's name, bid number, and, if the response is submitted in parts, include "Parts # of x".

The response must be signed by an officer or authorized representative of the business who is legally authorized to enter into a contractual relationship in the name of the Hunter. An authorized representative who is not an officer may sign the proposal, in this case the Hunter must provide a corporate resolution granting authorization to the officer or authorized representative to execute on behalf of the business.

1.4 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.

1.5 Consideration of Proposals

Proposals will be considered from Hunters normally engaged in providing and performing services as specified herein. The Hunter 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 facilities 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.

1.6 Proposal Withdrawal

Modifications to or withdrawal of a proposer's submittal can be made up to the deadline date. Modifications and withdrawals must be documented in [DemandStar.com](#) in order to be recognized by the County. Any submittal not withdrawn will constitute an irrevocable offer, for a period of

one hundred twenty (120) days, to provide the County adequate time to award the Contract for the services specified in this solicitation.

1.7 **Electronic Signatures**

The Parties agree that an electronic version of the submitted proposal shall have the same legal effect and enforceability as a paper version. The Parties further agree that the Electronic Submittal, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute an Agreement with the awarded vendor and shall provide the awarded vendor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

1.8 **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 Hunters to ensure that they have all information necessary to affect their proposals.

1.9 **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.

1.10 **Inquiries/Questions**

After thoroughly reading this Request for Proposals and Exhibits. 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, **via email with reference to the appropriate RFP number in the subject line of the email** to Mandy Mullins, at mmmullins@alachuacounty.us, 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.**

1.11 **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. 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.

1.11.1 Any communication between Hunter and the County will be initiated by the County's Procurement Division 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.

1.11.2 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.

1.12 **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 C](#), PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION.

1.13 **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.

1.14 **Local Preference**

1.14.1 This factor provides points to residents of Alachua County, consideration should be given to the capability of being responsive, by key members of the hunt group.

1.14.1.1 Hunters will be awarded points for local preference based on the following criteria:

1.14.1.1.1 All members of the hunting group have resided in Alachua County for at least twelve (12) months prior to the advertisement of a Request for Proposal, Request for Qualifications, etc., by the Procurement Services Division; and

1.14.1.1.2 50% - 99% of the members of the hunting group have resided in Alachua County for at least twelve (12) months prior to the advertisement of a Request for Proposal, Request for Qualifications, etc., by the Procurement Services Division, by the Procurement Services Division; and

1.14.1.1.3 1% - 49% of the group have resided in Alachua County for at least twelve (12) months prior to the advertisement of a Request for Proposal, Request for Qualifications, etc., by the Procurement Services Division;

1.15 **Drug Free Work Place**

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement 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 D](#).

1.16 **Workplace Violence**

Employees of proposers 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 proposer's employee.

Battery: intentional offensive touching or application of force or violence to another.

Stalking: willfully, maliciously and repeatedly following or harassing another person.

1.17 **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.

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 Northeast Flatwoods Preserve Hunting Agreement 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 Northeast Flatwoods Preserve Hunting Agreement for Contractual Services.

3.2 **Site History**

The roughly 242-acre Northeast Flatwoods Preserve was acquired in 2006. Northeast Flatwoods Preserve is located south of the Santa Fe River, in northeast Alachua County, at the intersection of County Road 225 and County Road 1475. The preserve occupies three of the four corners of the two county roads. The preserve is surrounded by silvicultural and agricultural land uses as well as rural residential uses. The preserve is predominantly fire maintained pinelands (pine flatwoods) with forested and non-forested wetlands within the pinelands and hardwood-dominated forest along the river corridor. The preserve is open to the public on a by appointment basis (Map 1).

3.1.2 Physical improvements on the Property include approximately 2 miles of service roads, 2.5 miles of firebreaks, gates, fences, an old home site including a structure, and signage.

3.3 **General Requirements**

3.3.1 Permitted Hunting

3.3.1.1 Only two (2) Hunters and a maximum of one guest are permitted to hunt on the Property.

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

3.3.1.3 Wildlife harvested from the Property shall be specifically limited to the FWC seasonal limits of deer, turkey, armadillo, capybaras, 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.

3.3.1.4 The Hunters are permitted to hunt on the Property assisted by or otherwise accompanied by dogs, only if approved by the Environmental Protection Department's Office of Land Conservation as part of a feral hog control plan.

3.3.1.5 The Hunters shall not establish new food plots on the Property without prior approval of the site manager. The site manager must approve all species and areas planted prior to planting.

3.3.1.6 The Hunters may use up to six (6) non-permanent tree stands that do not penetrate the bark of a tree.

3.3.2 Hunters Responsibilities

3.3.2.1 The Hunters shall leave the property in the same condition that it was prior to use by the Hunters.

3.3.2.2 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.

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

3.3.2.4 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.

3.3.2.5 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.

3.3.2.6 Subcontractors are not allowed on this proposal.

3.3.2.7 The Hunters shall not introduce hogs, or any other animals or plants onto the Property, except with written consent of the site manager for the purpose of food plots, as allowed in section 3.3.1.5.

3.3.2.8 The Hunters shall not remove any plants or live animals from the site.

3.3.2.9 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.

3.3.2.10 The Hunters shall not clear vegetation or mow areas for hunting purposes without prior approval from the County's Site Manager.

3.3.2.11 The Hunters shall not injure, molest or kill wildlife, including venomous or non-venomous snakes, except as allowed in Paragraph 3.3.1.3.

3.3.2.12 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.

3.3.2.13 The Hunters shall not interfere with law enforcement officers or County employees performing game checks for purposes of enforcement and collection of biological data.

3.3.2.14 Hunters understand that law enforcement officers, County employees, other licensees or contractors of the County may access the property from time to time. County will make its best effort to notify Lead Hunter of any grant of access to other licensees, or contractors.

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

3.3.2.16 The Hunters shall provide the following site security:

3.3.2.16.1 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.

3.3.2.16.2 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.

3.3.2.16.3 The Hunters shall notify County staff, and the Alachua County Sheriff's Office, Alachua County Fire Rescue, or FWC if circumstances warrant, including hazardous, dangerous or destructive conditions, trespassers, archaeological looters, poachers, wildfires, vandalism to County property, or unauthorized damage to the natural resources.

3.3.2.17 The Hunters shall perform the following site maintenance:

3.3.2.17.1 Maintain the Property in a clean and orderly manner. Remove fallen trees from roads, trails, firebreaks, clearings, on the Property within one week after they occur.

- 3.3.2.17.2 Regularly inspect and repair boundary fencing, gates, and regulatory signage on the Property and maintain such in a neat and orderly fashion. Remove fallen trees within one week after they occur.
- 3.3.2.17.3 Install “NO TRESPASSING” signs on the Property boundary where needed according to the Site Manager’s specifications and maintain posting such that signs are clearly visible and legible. Replace or add signs as needed to conform to site manager’s specifications. Maintenance shall be conducted at least once a year
- 3.3.2.17.4 Remove and properly dispose of any solid waste deposited during the term of this agreement from the Property.
- 3.3.2.17.5 Assist the site manager with removal and proper disposal of any legacy solid waste remaining on the property.
- 3.3.2.17.6 Mow, clear and vertically trim designated roads/trails/firebreaks at least two (2) times annually (up to 4.5 miles, see Map 2). Roads and trails are depicted on the attached map and are designated as mowable, harrowed, or offset-harrowed areas. The assignment of roads/trails to maintain may change from year to year.
- 3.3.2.17.7 Conduct burn preparation/prevention on the Property up to two (2) times annually (see Map 2). Burn preparation includes mowing roads, trails, or firebreaks and harrowing a subset of designated roads or fire breaks on the Property up to two (2) times annually, as prescribed by the Site Manager. The assignment of fire breaks to prepare will change from year to year with the specific burn plan for that year. One burn preparation event shall be completed by a date specified by the Site manager (typically near the end of November) of each year to facilitate the burn program.
- 3.3.2.17.8 Mow adjacent to selected fire lines at least one time per year as designated by the County’s Site Manager (Boundary fire breaks on the southwest quadrant of the property shall be maintained at 30 foot width with 8 feet of harrowed line along the edge of the break). Other boundary breaks may be added in the southeast quadrant.
- 3.3.2.17.9 Additional mowing and harrowing may be incorporated into the site maintenance of the Property, as agreed upon by the County and Hunters.
- 3.3.2.17.10 Maintain and secure existing & future infrastructure.
- 3.3.2.17.11 The Hunters shall provide and maintain all equipment for the performance of the site maintenance, care taking and site security activities.
- 3.3.2.17.12 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).

- 3.3.2.17.13 Hog control on the Property is one of the most important components of this Agreement. The Hunters shall control feral hogs 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 photo, with date and time, of each dispatched hog).
- 3.3.2.17.14 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.
- 3.3.2.17.15 The Hunters agree to mark per Site Manager's specifications any gopher tortoise burrows that could be collapsed by vehicular traffic (mowers, etc).
- 3.3.2.17.16 The Hunters shall provide the County's Site Manager with combinations to any locks placed on the Property, and shall notify the Site Manager if any lock is added, changed, replaced or removed from the Property. Replacement of any locks placed by Hunters that must be removed by County due to the Hunters' failure to provide County with a valid combination shall be at the Hunter's sole expense.
- 3.3.2.17.17 The Hunters shall not drive vehicles off of existing roads or firebreaks on the Property, except for maintenance or mowing areas designated by the Site Manager. ATV/UTVs may be used on roadways and firebreaks.
- 3.3.2.17.18 The Hunters shall not deface, molest or cut live or dead trees, including cabbage palm, except for those interfering with roads and firebreaks, personal safety, access to the Property, or fence lines and gates.
- 3.3.2.17.19 The Hunters shall not dump or place any garbage or refuse on the Property.
- 3.3.2.17.20 The Hunters shall not build fires on the Property.
- 3.3.2.17.21 The Hunters shall maintain a working e-mail address and phone number with voice mail at which (s)he may be reached by County staff at all times for the term of the Agreement. The Hunters must notify the County Staff promptly of any changes in contact information.
- 3.3.2.17.22 The Hunters shall not stay overnight on the Property and shall not establish any structures intended for camping on the Property.
- 3.3.2.17.23 The Hunters shall remove all personal property and debris upon termination of this Agreement.
- 3.3.2.17.24 The Hunters shall temporarily remove or otherwise protect any tree stands, hog-traps, feeders, or other hunting infrastructure as directed by the County's Site Manager for the purpose of county staff to conduct prescribed burns, timber harvests, offsite hardwood removal, exotics control, or other management activities on the property.
- 3.3.2.17.25 Additional tasks/duties may be undertaken with the mutual consent of the Site Manager and the Hunters.

3.3.3 Mowing Specifications

- 3.3.3.1 Roads/trails shall be mowed to a height of no more than six (6) inches.
- 3.3.3.2 Roads and fire breaks shall be mowed to a minimum width of 12 (twelve) feet or to the limits of large woody vegetation or wet areas if less than 12 feet.

3.3.4 **Harrowing Specifications**

3.3.4.1 Harrowing shall mean the maintenance of fire breaks using harrows or similar mechanical equipment to expose continuous, bare mineral soil, which when examined in cross section is essentially flat – no fireline plows or other equipment that leave trenches that may fill with or convey water may be utilized.

3.3.4.2 Harrowing should expose mineral soil but penetrate no deeper than six (6) inches. Harrowing of firelines should not impact wet areas.

3.3.4.3 Boundary firelines should be offset-harrowed with a minimum harrowed width of eight (8) feet or to the limits of large woody vegetation or wet areas. Boundary fire breaks on the south west quadrant of the property shall be maintained at 30 foot width with 8 feet of harrowed line along the edge of the break.

3.3.4.4 Interior firelines should be mowed and offset-harrowed (see map 2) on the driving bed of roads or firebreaks to a minimum width of sixteen (16) feet or to the limits of large woody vegetation or wet areas.

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

3.3.5.1 Hand trim roads and trails utilizing hand tools and small power tools.

3.3.5.2 Roads/trails should be trimmed to a minimum height of twelve (12) feet.

3.3.5.3 Roads should be trimmed to a minimum width of 12 feet.

3.3.5.4 Prune tree limbs back to branch collars to avoid re-sprouting.

3.3.5.5 Trim saplings back to root collar. Do not leave stubs (punji sticks, staubs).

3.3.5.6 Remove trimmed debris from roads, and scatter it within the Preserve's wooded areas. No debris piles may be created.

3.4 **Value-added Services**

In addition to the activities specified above in Section 3.2.2. Hunters Responsibilities, the Hunters may provide other services on the Property should they have the expertise to complete the tasks. 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:

3.4.1 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 Invasive Plant Species list (<https://www.fleppc.org/list/list.htm>).

3.4.2 Note observations of exotic plant species (GPS points, species, density, location, treatment) on the Monthly Site Activity Report.

3.4.3 Spot-treat all exotic plants utilizing herbicides approved by County staff, in strict compliance with herbicide labels.

- 3.4.4 Perform storm-recovery clearing and repairs after major storm events.
- 3.4.5 Remove multiple tree-falls and clear debris from roads, trails and firebreaks.
- 3.4.6 Repair fences, gates and other structures on the Property damaged by such storm events.
- 3.4.7 Complete earthwork/ hydrologic projects to assist with site public use and or management (specific projects below):
 - 3.4.7.1 Note: Alachua County will provide all materials required to build new construction projects and these projects shall be completed with the site manager.
 - 3.4.7.2 Fill potholes with material approved by County staff.
 - 3.4.7.3 Grade or contour existing roads or swales.
 - 3.4.7.4 Assist with the possible demolition of the existing structure on the property.
- 3.4.8 Site Security
 - 3.4.8.1 Install additional gates cables or fence sections.
 - 3.4.8.2 Replace remaining wood boundary markers with metal posts.

Table 1: Required Land Management Services

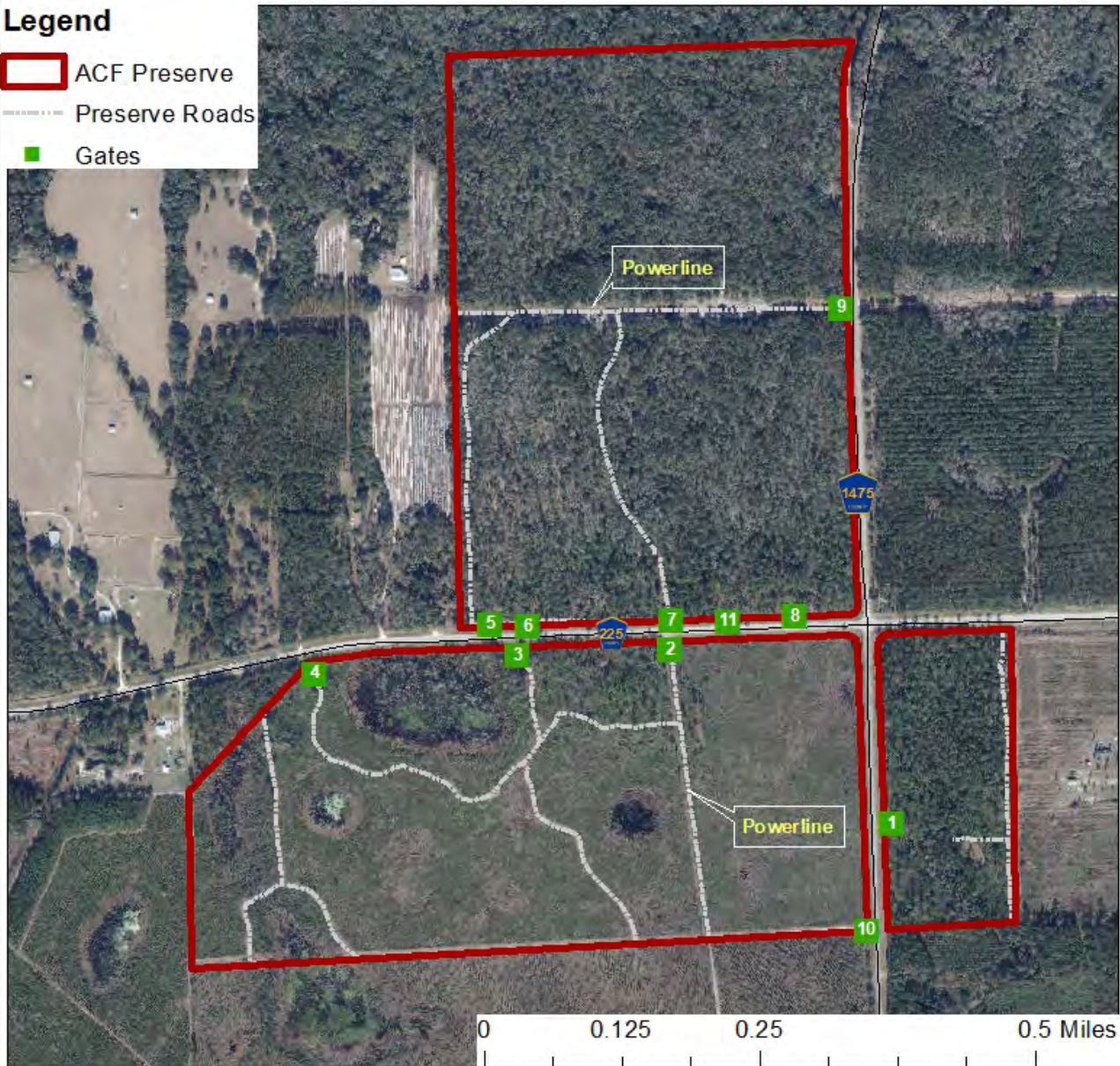
Task	Description	Location	Target Date
Site Security	Perform site security checks.	Entire Property	Weekly
	Complete and submit Monthly Site Activity Report.	As appropriate	By the 5 th of the Month
	Install, replace and maintain No Trespassing signs	Entire Property	At least once per year
General Maintenance	Clear fallen trees, from roads, trails, firebreaks, clearings.	Entire Property	Within 1 weeks of occurrence
	Inspect, and repair boundary fences, gates and regulatory signage, clear fallen trees and repair as needed.	Entire Property	Within 1 weeks of occurrence
	Maintain existing and future infrastructure.	Entire Property	As needed
	Mark tortoise burrows	Where needed	As needed
Vertical Trimming	Vertically trim roads/trails/firebreaks once per year	See Map	Yearly
Maintenance Mowing	Mow roads/trails/firebreaks/clearings two (2) times annually.	See Map	Summer, Fall
Fire line Preparation	Harrow or Mow fire breaks up to two (2) times annually.	See Map	Fall, Spring
Hog Control	Control feral hogs on the Property by hunting and trapping.	Entire Property	As needed
Solid Waste	Remove solid waste deposited on the property	Entire Property	As needed
	Assist Site Manager in Removal of old solid waste	Entire Property	As discovered

Map 1: Northeast Flatwoods Preserve Overview



Legend

- ACF Preserve
- Preserve Roads
- Gates



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.

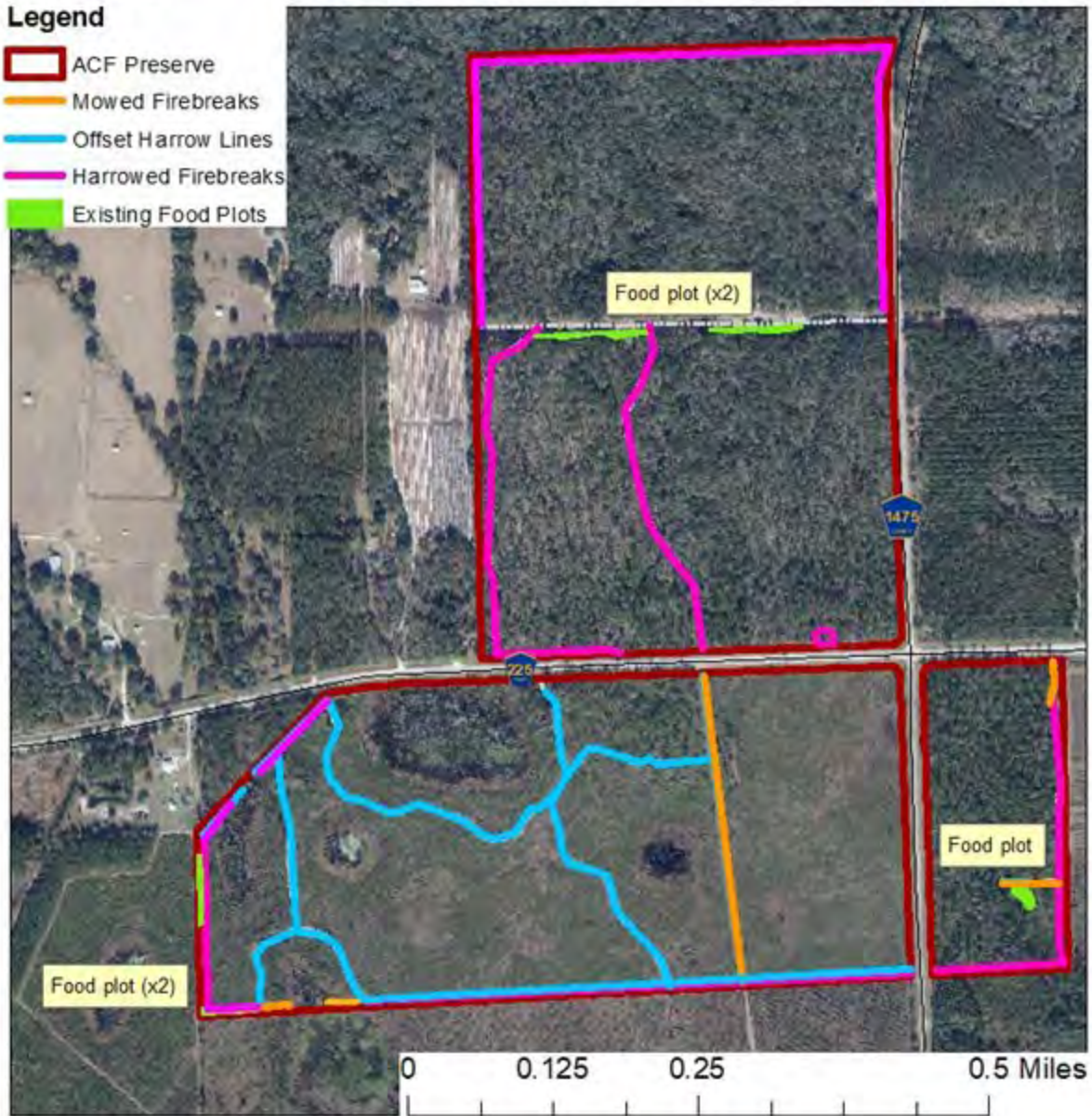


Map 2: Northeast Flatwoods Preserve Firebreaks



Legend

- ACF Preserve
- Mowed Firebreaks
- Offset Harrow Lines
- Harrowed Firebreaks
- Existing Food Plots



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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.

3.5 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.

3.6 Appendix

The Appendix should include the following information:

- 3.6.1 Completed Hunters Questionnaire Complete the Hunter Questionnaire in its entirety with all requested attachments. [EXHIBIT A](#)
- 3.6.2 Completed Signature and Acknowledgement of Addendum Form [EXHIBIT B](#).
- 3.6.3 Completed Public Record Declaration or Claim of Exemption Form [EXHIBIT C](#).
- 3.6.4 Completed Drug Free Workplace Form, if applicable [EXHIBIT D](#).
- 3.6.5 Completed Volume of Previous Work Summary Form [EXHIBIT E](#).
- 3.6.6 Insurance Requirements [EXHIBIT F](#).
- 3.6.7 Provide a copy of the Hunters' current driver's license.
- 3.6.8 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:
 - 3.6.8.1 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.
 - 3.6.8.2 The name(s) of the Manager or key staff person(s) who worked on the project.
 - 3.6.8.3 A copy of the selected Hunter's current Florida Professional Registration Certificate, if applicable.

4.0 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:

4.1 RFP Submittals

Proposals will be distributed to the administration-approved evaluation committee for a thorough review, evaluation and final ranking recommendation to the Board of County Commissioners (BoCC).

4.2 RFP Evaluation Committee

The Evaluation Committee will evaluate the Technical 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 that 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 solicitations, 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.

4.3 **RFP Contract Negotiation**

The County will negotiate a contract with any, all, or none of the Hunters in order of the Final Ranking approved by the BoCC.

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.

5.0 **SELECTION AND EVALUATION CRITERIA**

The evaluation committee will evaluate the proposals as follows:

5.1 **Technical Qualifications (100 Obtainable Points)**

The Technical Qualifications will assess each responding Hunter's ability based on experience and qualifications of key members, the Hunter's capability of meeting time and budget requirements, volume of work to 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.

5.1.1 **Ability of Hunters Personnel = 50 points maximum**

5.1.1.1 Does the experience of the key staff support the hunter's competency in doing this type of work? Key staff includes Lead Hunter, and other hunt group members.

5.1.1.2 Have the hunters done this type of work in the past?

5.1.1.3 Is any of this work to be subcontracted? If so, what are the abilities of the firm(s) to be subcontracted? The suitability of using subcontracts will be determined by the Parks and Conservation Departments Site Manager and if utilized will result in a reduction of between 0-25 points.

5.1.1.4 Based on questions above, award points as follows:

21-30 points - Exceptional Experience

11-20 points - Average Experience

0-10 points - Minimal Experience

Subtract up to 25 points for subcontracted work

5.1.1.5 Have the hunters recently done this type of work for the county, the state or for local government in the past?

5.1.1.5.1 If the work was acceptable, award up to ten (10) points.

5.1.1.5.2 If the hunter(s) has not done this type of work award zero (0) points.

5.1.1.5.3 If the work was unacceptable, deduct up to ten (10) points and note why.

5.1.1.6 Are there factors, such as valued-added services, unique abilities, which would make a noticeable (positive) impact on the project?

5.1.1.6.1 If the answer is yes, award from one (1) to ten (10) points and note reasons.

5.1.1.7 If the answer is no, award zero (0) points.

5.1.2 Capability to Meet Time and Budget Requirements = 20 Points maximum

5.1.2.1 Does the level of key staffing and their percentage of involvement, the use of subcontractors (if any), office location, and/or information contained in the transmittal letter indicate that the firm will, or will not, meet time and budget requirements?

5.1.2.2 To your knowledge, has the hunter met or had trouble meeting time and budget requirements on similar projects?

5.1.2.3 Have proof of insurability and other measures of financial stability been provided?

5.1.2.4 This factor is designed to determine how busy a hunter is by comparing all Florida work against Florida personnel?

5.1.3 Location Preference = 25 points

5.1.3.1 This factor provide points to residence of Alachua County, consideration should be given to the capability of being responsive, by key members of the hunt group.

5.1.3.2 Hunters will be awarded points for local preference based on the falling criteria:

5.1.3.2.1 Award 25 points if all members of the hunting group have resided in Alachua County for at least twelve (12) months prior to the advertisement of a Request for Proposal, Request for Qualifications, etc., by the Procurement Services Division; and

5.1.3.2.2 Award 15 points if 50% - 99% of the members of the hunting group have resided in Alachua County for at least twelve (12) months prior to the advertisement of a Request for Proposal, Request for Qualifications, etc., by the Procurement Services Division, by the Procurement Services Division; and

5.1.3.2.3 Award 10 points if 1% - 49% of the group have resided in Alachua County for at least twelve (12) months prior to the advertisement of a Request for Proposal, Request for Qualifications, etc., by the Procurement Services Division; and

5.1.3.2.4 Award 0 points if no member of the hunting group have resided in Alachua County for at least twelve (12) months prior to advertisement of a Request for Proposal, Request for Qualifications, etc., by the Procurement Services Division.

5.1.3.3 Groups will be assigned 5 points if no members of the group have been a party to a license agreement or otherwise received permission to hunt on County Properties, except in the capacity of a paid trapper. Groups will be assigned 1-4 points based on the number of years members have been a party to a license agreement or otherwise received permission to hunt on County Properties, except in the capacity of a paid trapper, as per the Volume of Work Form. Groups are to complete the Volume of Work Form and include it in the submission of their proposal. The Procurement Services Division will work with the committee members to verify information submitted by the hunters. Based on that process, Procurement will determine the number of points the hunter is eligible to receive for this factor.

5.2 Written Proposal (100 Obtainable Points)

The Evaluation Committee will assess information submitted in the proposal outlining the hunter's approach based on its understanding of the scope of work. Emphasis is placed on the hunter's proposed approach to the project, rather than the qualifications, which are addressed in the Technical Qualifications Evaluation.

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.

5.2.1 Understanding Of Project = 25 points maximum

5.2.1.1 Did the proposal indicate a thorough understanding of the project?

5.2.1.2 Is the appropriate emphasis placed on the various work tasks?

5.2.1.3 Did the proposal address all scope requirements?

5.2.2 Project Approach = 35 points maximum

5.2.2.1 Did the hunter(s) develop a workable approach to the project?

5.2.2.2 Does the proposal specifically address the County's needs or is it "generic" in content?

5.2.2.3 Does the proposal specifically address the equipment available for the project and is the equipment adequate to accomplish the services?

5.2.2.4 Were any value-added services offered and are these services appropriate and desirable for the property?

5.2.3 Hunt Group = 20 points maximum

5.2.3.1 Were all hunters identified?

5.2.3.2 Does the Lead Hunter have experience coordinating personnel and projects of comparable size and scope?

5.2.3.3 Is the team makeup appropriate for the project?

5.2.3.4 Do the team members have experience with comparable projects?

5.2.3.5 Have any or all hunters been in the same lease or worked together previously?

5.2.3.6 Are there any sub-contracted hunters involved? Will this enhance the hunt group?

5.2.3.7 Are the hours assigned to the various team members for each task appropriate?

5.2.4 Project Schedule: = 15 points.

5.2.4.1 Is the proposed schedule reasonable based on quantity of personnel assigned to the project?

5.2.4.2 Are individual tasks staged properly and in proper sequence?

5.2.5 Proposal Organization = 5 points maximum

5.2.5.1 Was proposal organization per the RFP?

5.2.5.2 Was all required paperwork submitted and completed appropriately?

5.2.5.3 Did the proposal contain an excessive amount of generic boilerplate, resumes, pages per resume, photographs, etc.?

5.3 **Oral Presentation (*Optional*) (200 Obtainable Points)**

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 project manager's capability and understanding of the project and their ability to communicate ideas. The role of key members of the project 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.

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."

5.3.1 **Understanding of Project = 50 points maximum**

5.3.1.1 Did the presentation indicate a thorough understanding of the project? Is the appropriate emphasis placed on the various work tasks?

5.3.1.2 Was the presentation more specific to the County's project or a "generic" presentation?

5.3.1.3 Did the hunter/hunt group develop a workable approach to the project?

5.3.2 **Responsiveness to Questions = 40 points maximum**

5.3.2.1 Were questions answered directly or evasively?

5.3.2.2 Were answers to questions clear and concise or scrambled and verbose?

5.3.3 **Hunt Group = 50 points maximum**

5.3.3.1 Does the Lead Hunter have experience with responsibility for projects of comparable size and scope? Did he/she have a good understanding of this project?

5.3.3.2 Did the Lead Hunter participate in the presentation? How effectively did he/she communicate ideas and respond to questions?

5.3.3.3 Did the hunt group participate?

5.3.3.4 Was the hunt group plan of action presented and how specifically did it address the project?

5.3.3.5 Was there participation from any subcontracted hunters? What was the impact of their participation?

5.3.3.6 Did the hunt group fully address the required schedules and plans in the hunt questionnaire?

5.3.4 **Equipment = 50 points maximum**

5.3.4.1 Was the equipment available for the project described in sufficient detail to determine if it is appropriate for the desired services?

5.3.4.2 Is the equipment appropriate/sufficient to complete the desired services?

5.3.4.3 Is the equipment owned by the hunters, or do they intend to borrow or rent it. (more points for ownership of equipment)

5.3.5 **Other = 10 points maximum**

5.3.5.1 Award additional points for unique experience or abilities; value added services; organization of approach; understanding of "why it is to be done", as well as, "what is to be done," etc. Do not award points for excessive boilerplate, excessive participation by "business development", and use of "professional" presenters.

5.4 **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.

6.0 **Hunter RESPONSIBILITY**

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

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

6.1 **Insurance Requirements**

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

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.

6.2 **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.

7.0 **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.

7.1 **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.

7.2 **Basis for Contract Negotiation**

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

7.3 **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.

7.4 **Reuse of Existing Plans** - Not applicable

7.5 **Governing Law**

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

7.6 **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.

7.7 **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.

7.8 **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.

7.9 **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.

7.10 **Amendments**

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

7.11 **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.

7.12 **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.

7.13 **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.

7.14 **Independent Hunter**

In the performance of this agreement, the Hunter will be acting in the capacity of an independent Hunter 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.

7.15 **Collusion**

The proposer, by affixing his signature to the Signature and Acknowledgement of Addendum Form [EXHIBIT B](#), 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.

The proposer, by affixing his signature to the Signature and Acknowledgement of Addendum Form [EXHIBIT B](#), 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.

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 E](#)"

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)

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

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

3) Are you a current or previous law enforcement officer? YES_____NO_____# of years _____

4) 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)

5) 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?_____

6) 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 E](#)"

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: _____

1) Are you a current or previous law enforcement officer? YES____NO____# of years _____

2) 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)

3) 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?_____

4) 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) _____

a) 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) _____

b) Remove and properly dispose of solid waste on Property

Yearly schedule _____

Estimated time to complete _____

Responsible Hunter(s) _____

c) 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) _____

d) 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) _____

e) 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) _____

a) 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) _____

b) 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)

SIGNATURE AND ACKNOWLEDGEMENT OF ADDENDUM FORM

RFP **21-239 Northeast Flatwoods Preserve Hunting Agreement**

PROPOSAL OPENING DATE **2:00 pm, Wednesday, August 6, 2020**

Local Based Firms per Section 1.14, Check One Below	
<input type="checkbox"/>	I certify that my residence is located in Alachua County and meets the criteria for location points as specified in Section 1.14.
<input type="checkbox"/>	I am not an Alachua County resident.

Acknowledge Receipt of Addendum(s) (if applicable): #1 ☐ #2 ☐ #3 ☐ #4 ☐ #5 ☐ #6 ☐

Proposer _____ Company _____

Address _____

Authorized Signature _____ Title _____

Clearly Print Name _____

Email Address _____

Phone _____ Fax _____ Date _____

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a 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; proposer 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.

Proposer’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 proposer 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 inspect or copy the bid or proposal. The undersigned proposer 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.

Proposer’s Signature: _____ Date: _____

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Procurement 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.

The undersigned vendor in accordance with Florida Statute 287.087 and Section 22.09 of the Alachua County Procurement 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.

Proposer's Signature

Date

VOLUME OF PREVIOUS WORK SUMMARY

TO BE FILLED OUT ONLY BY HUNTER(S) HAVING HELD A PREVIOUS HUNTING LICENSE AGREEMENT OR HUNTING AGREEMENT FOR SERVICES FROM ALACHUA COUNTY WITHIN 10 YEARS OF THE DATE OF THE RFP OPENING

List the time period(s), preserve(s) and names of Hunter(s) in your group that were involved in the hunting agreement(s) with Alachua County. If hunt groups have not been involved with any hunting agreements with Alachua County, Group should indicate such by placing “not applicable” or “N/A” under the NAMES OF HUNTER(S) AND NUMBER OF YEARS ASSOCIATED WITH AGREEMENT column.

SAMPLE

TIME PERIOD	PRESERVE	NAMES OF HUNTER(S) AND NUMBER OF YEARS ASSOCIATED WITH AGREEMENT	A SCORE OF ONE IS ASSIGNED FOR EACH YEAR A HUNTER WAS A PARTY TO AN HUNT AGREEMENT WITH THE COUNTY (i.e., John Doe, 5 years = a score of 5

VOLUME OF PREVIOUS WORK - POINTS EARNED

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

SCORE	TECHNICAL QUALIFICATIONS VOLUME OF PREVIOUS WORK POINTS
10 years and above	1
7-9 years	2
4-6 years	3
1-3 years	4
0 years	5

INSURANCE REQUIREMENTS
TYPE “D” INSURANCE REQUIREMENTS

“Licensee and Tenants”

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.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$200,000 General Aggregate, \$100,000 Products / Completed Operations Aggregate, \$100,000 Personal and Advertising Injury Liability, \$100,000 each Occurrence, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

II. 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 \$500,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY. (While on County owned Property)

A 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.

B 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:

C 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 work’s compensation benefits.

IV. OTHER INSURANCE PROVISIONS.

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

A Commercial General Liability Coverages

1 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.

2 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.

B Workers’ Compensation and Employers’ Liability Coverages

1 The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Licensee for the County.

C All Coverages

1 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

Licensee shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

Ryan Kennelly

Senior Environmental Specialist

Environmental Protection

408 W. University Ave Suite 106 • Gainesville • FL • 32601

352-264-6846 (office)

**AGREEMENT BETWEEN ALACHUA COUNTY AND _____ FOR HUNTING
AND CARETAKING SERVICES IN NORTHEAST FLATWOODS PRESERVE RFP 21-239**

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" _____ doing business at _____ hereinafter referred to as the "**Hunter(s)**" Collectively hereinafter County and the Hunter(s) are referred to as the "Parties"

WITNESSETH

WHEREAS, in 2006 the 242-acre Northeast Flatwoods Preserve was acquired by the County through the Alachua County Forever (ACF) Program and is managed to protect, improve and manage its natural resources for future generations; 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 (RFP) #21-239 seeking Hunter(s) to furnish caretaking, maintenance, security and any other agreed upon services in the Northeast Flatwoods Preserve in Alachua County, Florida in exchange for limited hunting opportunities; and

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

WHEREAS, the County desires to contract with the Hunter(s) to provide the services described in RFP # 21-239 and in the Hunter(s) RFP #19-921 submittal, and the Hunter(s) desire 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 Northeast Flatwoods Preserve (the "Property") is located in south of the Santa Fe River in northeast Alachua County at new intersection of County Road 225 and County Road 1475,. Map of location is at **Exhibit "1"**.

1.2 This Agreement is for the use of the property described in 1.1. The Hunter(s) agree, 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. The Hunter(s) 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 Hunter(s) and their 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 HUNTER(S)'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE PROPERTY, AND HUNTER(S) AGREE THAT THEY HAVE NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY.** The Hunter(s) hereby acknowledge, agree, represent and warrant that they have inspected the Property and have, in their sole and exclusive discretion, determined that the Property is suitable for Hunter(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(s).

The Hunter(s) shall have and perform the following duties, obligations, and responsibilities to the County as provided in **Exhibit "2"**.

4. **Limitation of Privileges Granted or Agreement** _____ The privileges granted to the Hunter(s) hereunder will not affect, and are subservient to, the County's rights and obligations in the implementation of the management and other activities on the Property necessary to accomplish the goals of the County. **This is a non-exclusive license to use the Property and the County may continue to use the Property as it sees fit, concurrently with the term of this Agreement.**

5. **Duties of the County.**

5.1 Designate the Site Manager, which will be the Alachua County Parks and Conservation Lands Department Employee who is the manager for the Phifer Flatwoods Preserve, Northeast Flatwoods Preserve.

5.2 The County shall provide the Hunter(s) with advance notice if the County intends to use the Property during deer or turkey hunting season. The Lead Hunter is responsible for informing the Hunter of the County's use.

5.3 For site access, notice to the Lead Hunter shall be by e-mail. A courtesy phone call may also be used. Lead Hunter shall have voice mail and e-mail and check it at least daily.

6. **Method of Payment.**

In lieu of monetary payments to the County, and as consideration for the license provided herein, the Hunter(s) shall provide the caretaking, site maintenance, and security services detailed in **Exhibit 2**. These services shall be completed in accordance with the specifications that follow.

7. **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 delivered 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:

Conservation Lands Manager
Parks and Conservation Lands
408 W. University Ave Suite 106
Gainesville, FL 32601

The Hunter(s):

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

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

8. Default and Termination.

8.1 The failure of the Hunter(s) to comply with any provision of this Agreement will place the Hunter(s) in default. Prior to terminating the Agreement, the County will notify the Hunter(s) in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Hunter(s) seven (7) calendar days to cure the default, unless the default creates a dangerous condition on the Property, as determined at the sole discretion of the County Manager or designee. If the default creates a dangerous condition, there will be no additional time to correct the default and the County Manager or designee may terminate or suspend this agreement immediately. The Director of Parks and Conservation Lands 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 Hunter(s).

8.2 The County may also terminate the Agreement without cause by providing written notice to the Hunter(s) (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(s) will immediately discontinue all Work and shall remove all personal property from the Property within

seven calendar days of the notice of termination or it shall be forfeited to the County. In the event of such Termination for Convenience, the Hunter(s) release the County from all claims for damages related to such termination.

9. Project Records.

9.1 General Provisions:

9.1.1 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.

9.1.2 In accordance with §119.0701, Florida Statutes, the Hunter(s), *when acting on behalf of the County*, as provided under §119.011(2), Florida Statutes, 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(s) shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

9.1.3 Hunter(s) 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 Hunter(s) do not transfer the records to the County.

9.2 Confidential Information:

9.2.1 During the term of this Agreement or license, the Hunter(s) 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 Hunter(s) in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Hunter(s) 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 Hunter(s) as “Confidential Information” or “CI.”

9.2.2 The County shall promptly notify the Hunter(s) in writing of any request received by the County for disclosure of Professional’s Confidential Information and the Hunter(s) may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Hunter(s) 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. Hunter(s) 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. Hunter(s) 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. Hunter(s) releases County from claims or damages related to disclosure by County.

9.3 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 Statutes, shall transfer, at no cost, to the County all public records in possession of the Hunter(s) or keep and maintain public records required by the County to perform the service. If the Hunter(s) 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 Hunter(s) 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 County’s custodian of public records, in a format that is compatible with the information technology systems of the County.

9.4 Compliance: A Hunter(s) who fails to provide the public records to the County within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

IF THE HUNTER(S) HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HUNTER(S)’ DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY

REPRESENTATIVE, E-MAIL SMVardaman@alachuacounty.us, PHONE: (352) 264-6803, OR MAIL AT 408 W. University Ave Suite 106 Gainesville, FL 32601

10. Insurance.

The Hunter(s) will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amounts detailed in Exhibit “3”. A current Certificate of Insurance showing coverage of the types and in the amounts required is attached hereto as **Exhibit “3A”**.

11. Laws & Regulations.

11.1 The Hunter(s) 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.

11.2 As a condition precedent to the Hunter(s) allowing any prospective individual, who is under the age of 18 and not a signatory to this Agreement, to enter the Property as a guest of the Hunter(s), Hunter(s) shall obtain an executed and notarized Waiver and Release in the form attached hereto as **Exhibit “4” 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 individual being allowed entry onto the Property. As an additional condition precedent to the Hunter(s) allowing any adult over the age of 18 on the Property as a guest of the Hunter(s), the Hunter(s) shall also obtain an executed and notarized Waiver and Release in the form attached hereto as **Exhibit “5” 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 Hunter(s) to obtain a signed and notarized Waiver and Release as required by this Agreement shall constitute a material breach of this Agreement. The Hunter(s) are solely responsible to ensure that all activities conducted on the Property during the term of this Agreement are conducted in a safe manner.

12. Indemnification.

THE HUNTER(S) 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 ALLOWED OR GRANTED IN THIS AGREEMENT OR FROM HUNTER(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 Hunter(s), its, agents or invitees, then the Hunter(s) will defend such allegations through counsel chosen by the County. Furthermore, the Hunter(s) 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.

13. Assignment of Interest.

No party may assign, convey, pledge, sublet, transfer or otherwise dispose of any interest in this Agreement and may not transfer any interest in same without prior written consent of the other party, executed with the same formalities as this Agreement.

14. Successors and Assigns.

The County and Hunter(s) 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.

15. Independent Contractor.

In the performance of this Agreement, the Hunter(s) are acting in the capacity of independent contractors and not as agents, employees, partners, joint venturers, or associates of the County. The Hunter(s) are solely responsible for the means, method, technique, sequence, and procedure utilized by the Hunter(s) in the full performance of the agreement.

16. Collusion.

By signing this Agreement, the Hunter(s) declare 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.

17. Conflict of Interest.

The Hunter(s) warrant that neither they nor any of their employees have any financial or personal interest that conflicts with the execution of this Agreement. The Hunter(s) shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

18. Third Party Beneficiaries.

This agreement does not create any relationship with, or any rights in favor of, any third party.

19. Severability.

Paragraphs 1, 10, and 12 are essential and indivisible provisions of this Agreement and shall be interpreted to provide the broadest protection to the County. If paragraph 1, 10, or 12 is declared to be void by a court of law, then the entire Agreement shall be deemed void. If any other provisions of this Agreement are declared void by court of law, all other provisions will remain in full force and effect.

20. Non Waiver.

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

21. Governing Law and Venue.

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

22. Attachments.

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

23. Amendments.

The parties may amend this Agreement only by mutual written agreement of the parties, executed with the same formalities as this Agreement.

24. Captions and Section Headings.

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

24. Construction.

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

25. 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 Agreement and bind the parties to the terms hereof.

26. Entire Agreement.

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

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: _____

Michele Lieberman, County Manager

Date: _____

APPROVED AS TO FORM

Alachua County Attorney's Office

HUNTER(S) SIGNATURE ON FOLLOWING PAGE(S)

By _____

Print _____

Title: _____

Date: _____

FOR AN ACKNOWLEDGMENT IN AN INDIVIDUAL CAPACITY:

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, (20____) by

(Name of person acknowledging).

(Official Notary Signature and Notary Seal)

(Name of Notary Typed, Printed or Stamped)

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced

By _____

Print _____

Title: _____

Date: _____

FOR AN ACKNOWLEDGMENT IN AN INDIVIDUAL CAPACITY:

STATE OF FLORIDA

COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this _____ day of _____, (20____) by

(Name of person acknowledging).

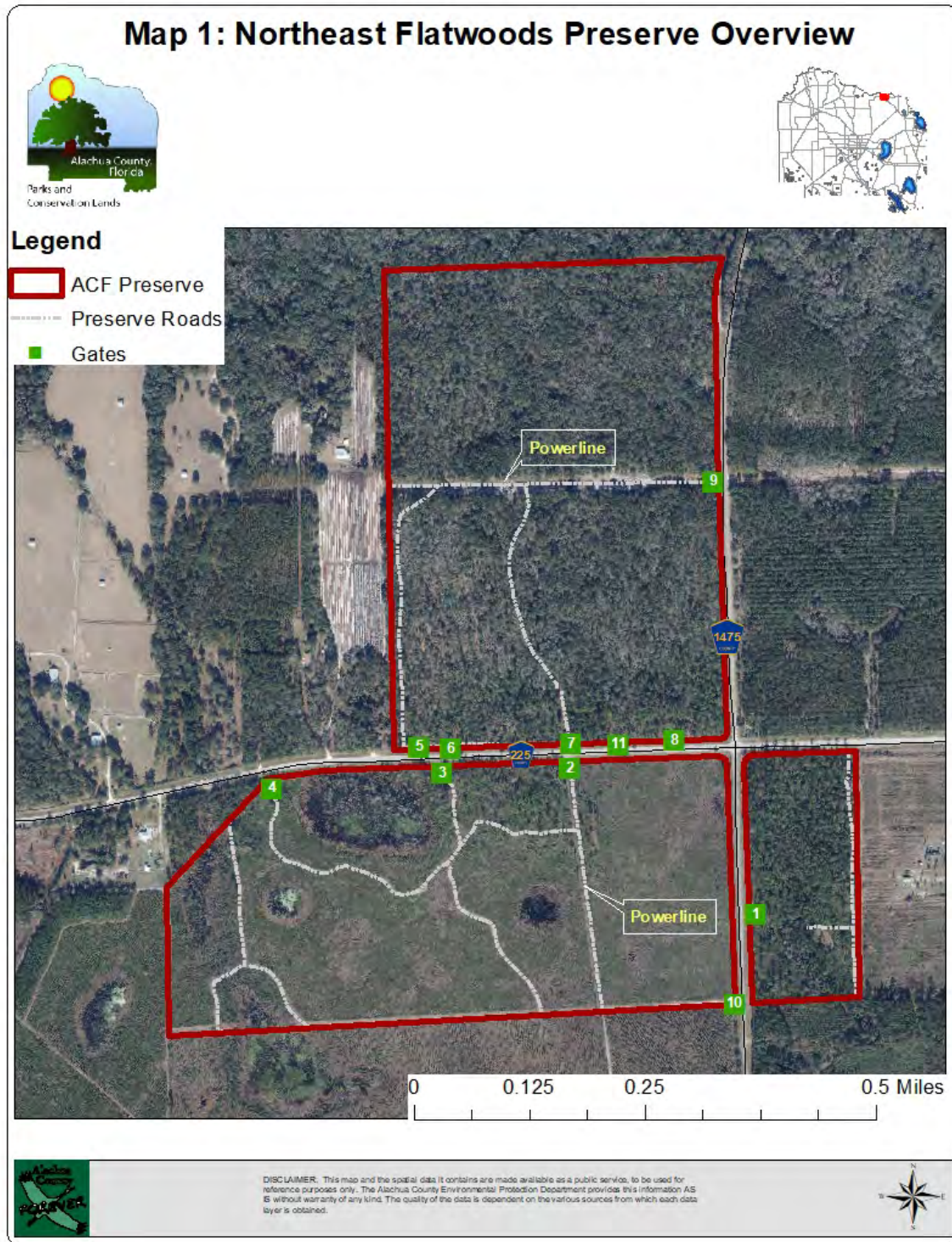
(Official Notary Signature and Notary Seal)

(Name of Notary Typed, Printed or Stamped)

Personally Known ☐ OR Produced Identification ☐

Type of Identification Produced

EXHIBIT 1: Property

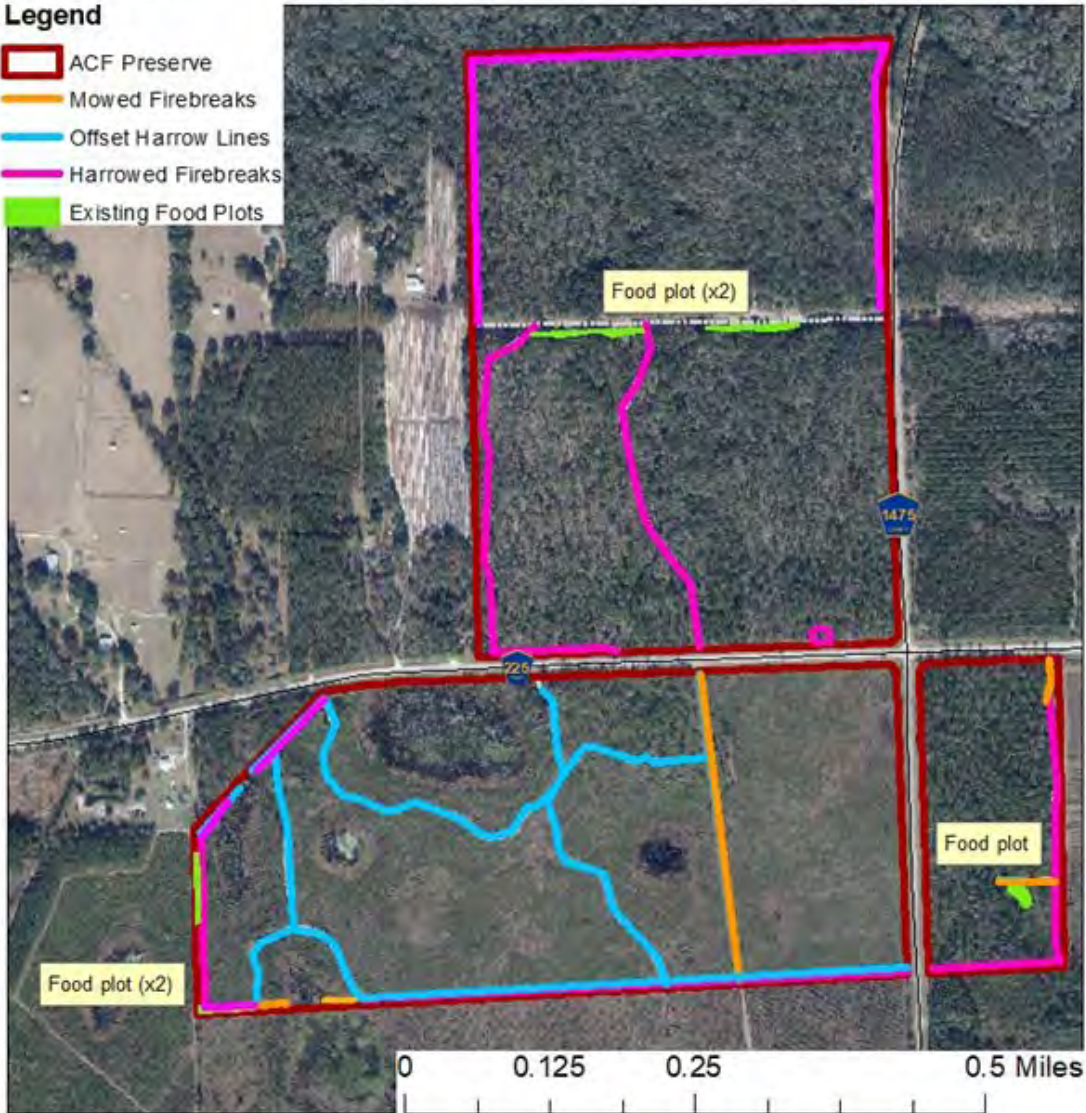


Map 2: Northeast Flatwoods Preserve Firebreaks



Legend

- ACF Preserve
- Mowed Firebreaks
- Offset Harrow Lines
- Harrowed Firebreaks
- Existing Food Plots



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.



Site History

The roughly 242-acre Northeast Flatwoods Preserve was acquired in 2006. Northeast Flatwoods Preserve is located south of the Santa Fe River, in northeast Alachua County, at the intersection of County Road 225 and County Road 1475. The preserve occupies three of the four corners of the two county roads. The preserve is surrounded by silvicultural and agricultural land uses as well as rural residential uses. The preserve is predominantly fire maintained pinelands (pine Flatwoods) with forested and non-forested wetlands within the pinelands and hardwood-dominated forest along the river corridor. The preserve is open to the public on a by appointment basis (Map 1).

Physical improvements on the Property include approximately 2 miles of service roads, 2.5 miles of firebreaks, gates, fences, an old home site including a structure, and signage.

EXHIBIT 2: Scope of Services

General Requirements

1.1. Permitted Hunting

- 1.1.1. The Hunter(s) and a maximum of one guest each, are permitted to hunt on the Property.
- 1.1.2. A maximum of one guest for the Lead Hunter and one guest for the Hunter, whether hunting or non-hunting, is allowed on the Property at any one time. Each guest must be accompanied by either the Lead Hunter or Hunter. Additional non-hunting guests may be permitted, if approved in advance in writing by the County's Site Manager as identified in paragraph 5.1.
- 1.1.3. 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 Hunter(s) 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.
- 1.1.4. The Hunter(s) are permitted to hunt on the Property assisted by or otherwise accompanied by dogs, only if approved in writing by the Parks and Conservation Lands Department as part of a feral hog control plan.
- 1.1.5. The Hunter(s) may not establish or maintain feed plots on the Property.
- 1.1.6. The Hunter(s) may use up to four (4) non-permanent tree stands that do not penetrate the bark of a tree.

1.2. Hunter(s) Responsibilities

- 1.2.1. 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.
- 1.2.2. The Hunter(s) will cease or limit activities on the Property immediately at the request of the County.
- 1.2.3. In lieu of monetary payments, the Hunters shall provide the caretaking and site maintenance services detailed below and summarized in **Exhibit 2A**. These services shall be completed in accordance with the specifications that follow.
- 1.2.4. The Hunter(s) shall report all activities performed under the Agreement on a Monthly Site Activity Report, at **Exhibit 2B** 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.

- 1.2.5. The Hunter(s) may not utilize subcontractors for work on the Property.
- 1.2.6. The Hunter(s) shall not introduce hogs, or any other animals or plants onto the Property.
- 1.2.7. Guests of the Hunter(s) shall comply with all conditions of the agreement and the Hunter(s) shall be responsible for the conduct of the Hunter(s)' guests.
- 1.2.8. The Hunter(s) may not clear vegetation or mow areas for hunting purposes.
- 1.2.9. The Hunter(s) may not injure, molest or kill wildlife, including venomous or non-venomous snakes, except as allowed in Paragraph 1.1.4.
- 1.2.10. The Hunter(s) 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 termination of this Agreement.
- 1.2.11. The Hunter(s) shall allow law enforcement officers or County employees to perform game checks for purposes of enforcement and collection of biological data.
- 1.2.12. The Hunter(s) shall be available outside of the regularly scheduled security checks to inspect/assess property if requested by staff.
- 1.2.13. The Hunter(s) shall provide the following site security:
- 1.2.13.1. At least weekly, the Hunter(s) 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 Hunter(s)' rights and obligations under the Agreement. The Hunter(s) shall notify the County immediately of any safety or security concerns observed on the Property.
- 1.2.13.2. The Hunter(s) 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.
- 1.2.13.3. Within 24 hours of first observation, the Hunter(s) 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.
- 1.2.14. The Hunter(s) shall perform the following site maintenance:
- 1.2.14.1. Maintain the Property in a clean and orderly manner.
- 1.2.14.2. 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.
- 1.2.14.3. Regularly inspect and repair boundary fencing, gates, and signage.
- 1.2.14.4. Maintain and secure existing and future infrastructure, including fences, gates, roads, pole barns, historic wells, culverts, and sheds..

- 1.2.14.5. Remove and properly dispose of solid waste from the Property.
- 1.2.14.6. Mow, vertically trim and clear designated roads, trails and fire breaks at least 2 (two) times annually, as designated and prescribed by the County's Site Manager (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.
- 1.2.14.7. Harrow designated fire breaks up to 2 (two) times annually, as prescribed by the County's Site Manager (up to 4 miles scheduled for 2019). Fire breaks to be harrowed will change from year to year.
- 1.2.14.8. Mow adjacent to selected fire lines at least one time per year as designated by the County's Site Manager.
- 1.2.14.9. Additional mowing and harrowing may be incorporated into the site maintenance of the Property, as agreed upon by the County and Hunter(s).
- 1.2.15. The Hunter(s) shall provide and maintain all equipment for the performance of the required site security and maintenance activities.
- 1.2.16. The Hunter(s) 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 Hunter(s)' equipment, which are solely the Hunter(s)' responsibility. In addition, the Hunter(s) are solely responsible for all costs of materials for repairs which result from the Hunter(s)' misuse, waste or neglect, or that of their guest(s).
- 1.2.17. Hog control on the Property is one of the most important components of this Agreement. The Hunter(s) shall control feral hogs on the hunted area by hunting and trapping hogs 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).
- 1.2.18. The Hunter(s) agree to avoid gopher tortoises and active gopher tortoise burrows, marked or unmarked, when mowing or operating equipment or vehicles on the Property.
- 1.2.19. The Hunter(s) agree to mark per County specifications any tortoise burrows which, because of their location, could be collapsed by vehicular traffic (automobiles, mowers, etc).
- 1.2.20. The Hunter(s) 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.
- 1.2.21. The Hunter(s) 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.

- 1.2.22. The Hunter(s) 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.
- 1.2.23. The Hunter(s) shall not dump or place any garbage or refuse on the Property.
- 1.2.24. The Hunter(s) shall not build fires on the Property.
- 1.2.25. The Hunter(s) 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.
- 1.2.26. The Hunter(s) shall not stay overnight on the Property and shall not establish any structures intended for camping on the Property.
- 1.2.27. The Hunter(s) shall remove all personal property and debris upon termination of this Agreement.
- 1.2.28. Additional tasks/duties may be undertaken with the mutual written consent of the Site Manager and the Hunter(s).

1.3. Mowing Specifications

- 1.3.1. Roads, trails and fire breaks shall be mowed to a height of no more than 6 (six) inches.
- 1.3.2. Roads and fire breaks shall be mowed to a minimum width of 12 (twelve) feet.
- 1.3.3. Trails shall be mowed to a minimum width of 5 (five) feet.

1.4. Harrowing Specifications

- 1.4.1. 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.
- 1.4.2. Harrowing shall expose mineral soil but penetrate no deeper than 6 (six) inches.
- 1.4.3. Boundary roads and fire breaks shall be harrowed to a minimum width of 8 (eight) feet.
- 1.4.4. Interior roads and fire breaks shall be offset-harrowed with a minimum harrowed width of 8 (eight) feet.

1.5. Road/Trail/Firebreak Vertical Trimming Specifications

- 1.5.1. Hand trim roads and trails utilizing hand tools and small power tools.
- 1.5.2. Trim roads, trails and fire breaks to a minimum height of 12 (twelve) feet.
- 1.5.3. Trim roads and fire breaks to a minimum width of 12 (twelve) feet.
- 1.5.4. Trim trails to a minimum width of 5 (five) feet.
- 1.5.5. Prune tree limbs back to branch collars to avoid re-sprouting.
- 1.5.6. Trim saplings back to root collar. Do not leave stubs (punji sticks, staubs).

1.5.7. Remove trimmed debris from roads, and scatter it within the Preserve's wooded areas. No debris piles may be created.

1.6. **Value-added Services** In addition to the activities specified above in Section 1.2. Hunters Responsibilities, the Hunters may provide other services on the Property should they have the expertise to complete the tasks. 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:

1.6.1. 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 2013 Invasive Plant Species list (<https://www.fleppc.org/list/list.htm>).

1.6.2. Note observations of exotic plant species (GPS points, species, density, location, treatment) on the Monthly Site Activity Report.

1.6.3. Spot-treat all exotic plants utilizing herbicides approved by County staff, in strict compliance with herbicide labels.

1.6.4. Perform storm-recovery clearing and repairs after major storm events.

1.6.5. Remove multiple tree-falls and clear debris from roads, trails and firebreaks.

1.6.6. Repair fences, gates and other structures on the Property damaged by such storm events.

1.6.7. Complete earthwork/ hydrologic projects to assist with site public use and or management (specific projects below):

1.6.7.1. Note: Alachua County will provide all materials required to build new construction projects and these projects shall be completed with the site manager.

1.6.7.2. Fill potholes with material approved by County staff.

1.6.7.3. Grade or contour existing roads or swales.

1.6.7.4. Assist with the possible demolition of the existing structure on the property.

1.6.8. Site Security

1.6.8.1. Install additional gates cables or fence sections.

1.6.8.2. Replace remaining wood boundary markers with metal posts.

EXHIBIT 2A: CARTETAKING AND SITE MAINTENANCE REQUIRMENTS

Task	Description	Location	Target Date
Site Security	Perform site security checks.	Entire Property	Weekly
	Complete and submit Monthly Site Activity Report.	As appropriate	By the 5 th of the Month
	Install, replace and maintain No Trespassing signs	Entire Property	At least once per year
General Maintenance	Clear fallen trees, from roads, trails, firebreaks, clearings.	Entire Property	Within 1 weeks of occurrence
	Inspect, and repair boundary fences, gates and regulatory signage, clear fallen trees and repair as needed.	Entire Property	Within 1 weeks of occurrence
	Maintain existing and future infrastructure.	Entire Property	As needed
	Mark tortoise burrows	Where needed	As needed
Vertical Trimming	Vertically trim roads/trails/firebreaks once per year	See Map	Yearly
Maintenance Mowing	Mow roads/trails/firebreaks/clearings two (2) times annually.	See Map	Summer, Fall
Fire line Preparation	Harrow or Mow fire breaks up to two (2) times annually.	See Map	Fall, Spring
Hog Control	Control feral hogs on the Property by hunting and trapping.	Entire Property	As needed
Solid Waste	Remove solid waste deposited on the property	Entire Property	As needed
	Assist Site Manager in Removal of old solid waste	Entire Property	As discovered

EXHIBIT 2B Northeast Flatwoods Preserve Monthly Site Report

Month & Year:

Reporters Names:

Actions Performed	Yes	No	N/A	#	Notes (location, condition, # of animals taken, issues, etc):			
Mowing and Weed control								
Road maintenance					-			
Fire Break Disking								
Perimeter maintenance (gates, locks, fences)								
Security Patrol								
Empty/read rain gage	Date:		Date:		Date:	Date:		
	Inches:		Inches:		Inches:	Inches:		
Hog Removal								
Species & # of Game Animals Harvested								
Other								

Did You Find:	Yes	No	N/A	Notes:
Dumping				
Illegal Camping				
Archeological Looting				
Evidence of Poaching				

Evidence of Trespassing				
Unauthorized ATV usage				
Downed Trees/Limbs				
Vandalism				
Safety Hazards				
Significant Wildlife / Plant Sightings				
Other				

Recommendations for County Staff:

Scott Crosby, CF #12604

Site Manager

Sr. Environmental Specialist

scrosby@alachuacounty.us

Alachua County Parks and Conservation Lands

408 W. University Avenue, Suite 106

Gainesville FL 32601 Office: 352-264-6823 Cell: 352-213-0024

EXHIBIT 3: Insurance Requirements

TYPE “D” INSURANCE REQUIREMENTS

“Hunter(s) and Tenants”

Hunter(s) 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 Hunter’s operation and use of the licensed premises. The cost of such insurance shall be borne by the Hunter(s).

V. COMMERCIAL GENERAL LIABILITY.

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

VI. 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 \$300,000 combined single limit each accident.

VII. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY. (While on County owned Property)

A 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.

B 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:

C 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 Hunter 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 work’s compensation benefits.

VIII. **OTHER INSURANCE PROVISIONS.**

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

A Commercial General Liability Coverages

- 1 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 Hunter(s) and premises owned, leased or used by the Hunter(s).
- 2 The Hunter'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 Hunter's insurance and shall be non-contributory.

B Workers' Compensation and Employers' Liability Coverages

- 1 The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Hunter(s) for the County.

C All Coverages

- 1 The Hunter(s) 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 contract is renewed) or prior.

SUBCONTRACTORS

Hunter(s) shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER:

Alachua County Board of County Commissioners

EXHIBIT 3-A: Certificate of Insurance

SAMPLE

Exhibit 4: 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 Northeast Flatwoods Preserve, 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 "4-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 NEGLIGENT 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 AGREEES 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 voluntarily, without inducement, assurance or guarantee being made to me.

Child's Signature Date _____

Child's Name (printed)

Parent/Guardian's Signature Date _____

Parent/Guardian's Name (printed)

Signed, sealed, and delivered this ____ day of __, 2017,

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)

Exhibit 4-A Property

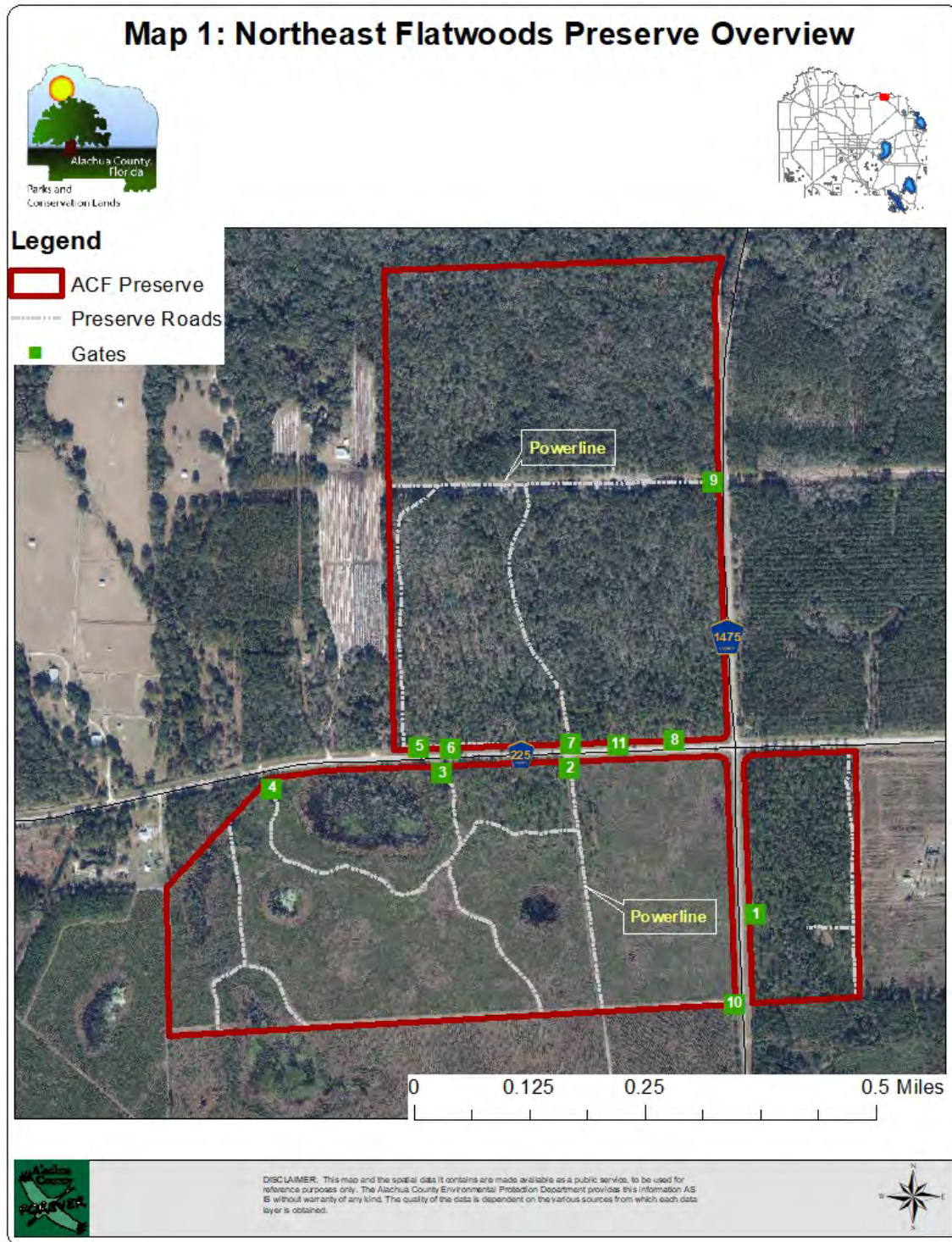


Exhibit 5: Waiver and Release for Adult

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 Northeast Flatwoods Preserve, 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 "5-A" (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 NEGLIGENT 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 AGREEES 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)

Signed, sealed, and delivered this ____ day of __, 2017,

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)

9.0 **Exhibit 5-A: Property**

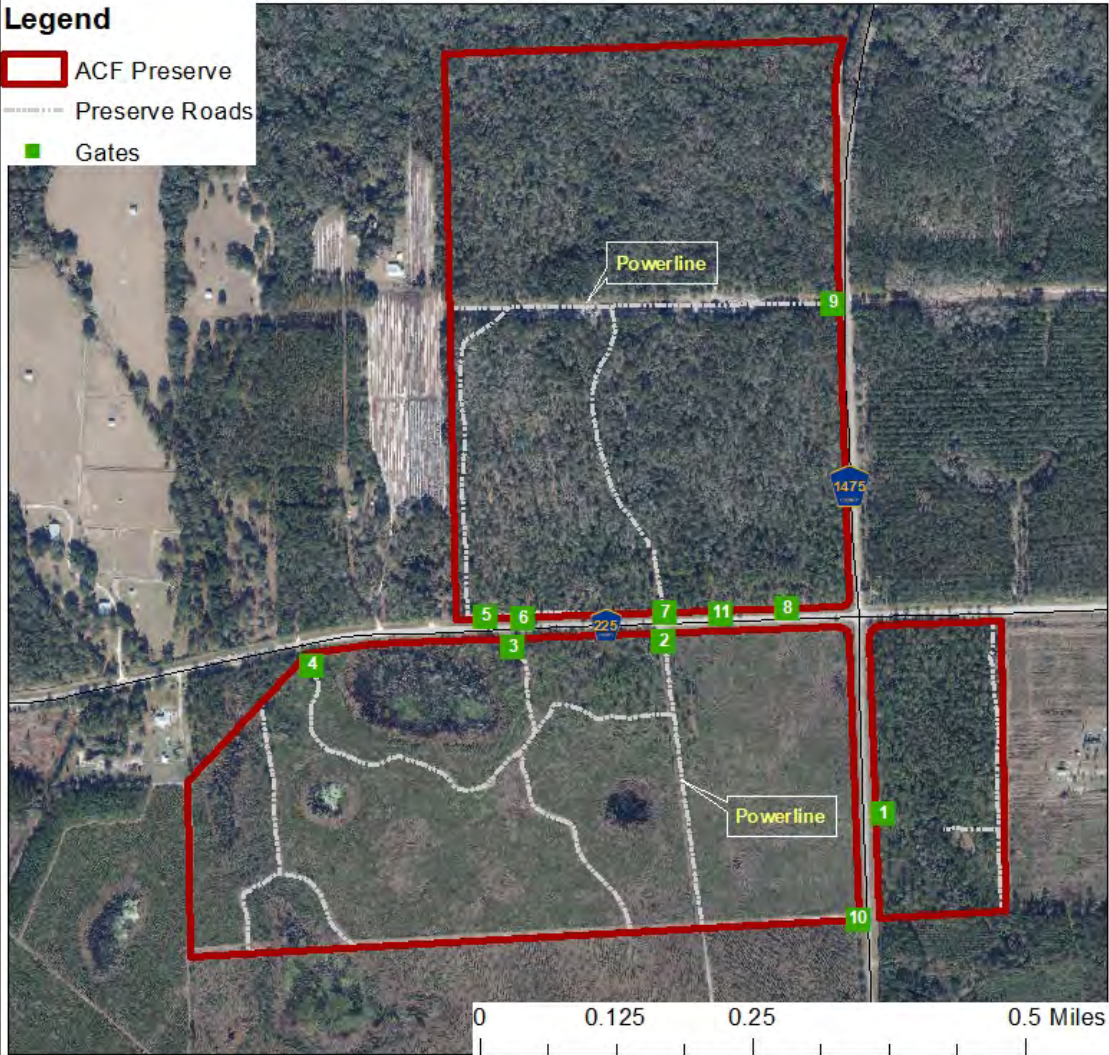
SAMPLE

Map 1: Northeast Flatwoods Preserve Overview



Legend

- ACF Preserve
- Preserve Roads
- Gates



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.

