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SUBJECT: FAIRGROUND TIMBER SALE AT CECIL COMMERCE CENTER (REVENUE GENERATING)

BID #: XS-0259-23 **OPEN DATE: 2023-01-04**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SALE AGREEMENT – PERIOD OF SERVICE WILL BE ONE YEAR FROM DATE OF AWARD

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

BASIS OF AWARD: ALL OR NONE TO THE HIGHEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 42 **NUMBER RECEIVED:** 5 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the highest responsive, responsible bidder TRIANGLE TIMBER LLC for the FAIRGROUND TIMBER SALE AT CECIL COMMERCE CENTER. Period of service will be one (1) year from the date of award. This is City revenue generating. The estimated total sale value is $587,640.89.

To be executed by formal contract through the Office of General Counsel.

Attachments: Recommendation Memo, Bid Tabulation, Terms and Conditions, Specifications

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED: _____ DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director, Parks, Recreation and Community Services Department

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Daryl Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7903
www.coj.net

ONE CITY. ONE JACKSONVILLE.

January 12, 2023

MEMORANDUM

TO: Dustin Freeman, Chief
Procurement Division

FROM: Jill Enz, Chief
Natural and Marine Resources

RE: **XS-0259-23 FAIRGROUND TIMBER SALE AT CECIL COMMERCE CENTER (REVENUE GENERATING)**

In response to the solicitation for bids for Fairground Timber Sale at Cecil Commerce Center, the Procurement Division received responses from five (5) bids and forwarded the results to the Parks, Recreation and Community Services Department to review for a recommendation of award.

After reviewing the bid, Parks, Recreation and Community Services Department respectfully request that the highest bidder, Triangle Timber LLC be awarded. The term of this award will be for one year from date of award.

Your assistance in concurring with this recommendation for the respective award would be appreciated.

If you have questions or need additional information regarding this request, please contact Amy Honey at 255-7909.

JE/ah

Attachment: Bid Tab

BID TABULATION SHEET

TITLE: FAIRGROUND TIMBER SALE AT CECIL COMMERCE CENTER (REVENUE GENERATING)
BID NO.: XS-0259-23
OPEN DATE: January 4, 2023
PURCHASING ANALYST: RUBEN OLA
BID ANNOUNCER: J. HERNANDEZ, BID RECORDER: M. PIERCE
No. Invited: (42) No. Received (5) No Bids: (0)

ITEM	DESCRIPTION	QUANTITY	GEIGER TIMBER INC. UNIT PRICE	GEIGER TIMBER INC. EXTENDED PRICE	CALLAHAN TIMBER CORP. UNIT PRICE	CALLAHAN TIMBER CORP. EXTENDED PRICE	TRIANGLE TIMBER LLC UNIT PRICE	TRIANGLE TIMBER LLC EXTENDED PRICE	PIERCE TIMBER CO. INC. UNIT PRICE	PIERCE TIMBER CO. INC. EXTENDED PRICE	GREAT SOUTH TIMBER & LUMBER LLC UNIT PRICE	GREAT SOUTH TIMBER & LUMBER LLC EXTENDED PRICE
1	PINE PULPWOOD	5,410 TON	$ 19.18	$ 103,763.80	$ 16.18	$ 87,533.80	$ 22.36	$ 120,967.60	$ 20.50	$ 110,905.00	$ 15.92	$ 86,127.20
2	PINE CHIP-N-SAW	3,082 TON	$ 27.50	$ 84,755.00	$ 25.00	$ 77,050.00	$ 30.61	$ 94,340.02	$ 27.50	$ 84,755.00	$ 29.89	$ 92,120.98
3	SAW TIMBER OF BETTERSAW TIMBER OF BETTER	9,057 TON	$ 27.50	$ 249,067.50	$ 33.90	$ 307,032.30	$ 41.11	$ 372,333.27	$ 32.15	$ 291,182.55	$ 29.89	$ 270,713.73
GRAND TOTAL/ESTIMATED TOTAL SALE VALUE:			$ 437,586.30		$ 471,616.10		$ 587,640.89		$ 486,842.55		$ 448,961.91	
BID BOND/BID SECURITY REQUIREMENTS:			✓		✓		✓		✓		✓	
CONFLICT OF INTEREST:			✓		✓		✓		✓		✓	
ADDENDUM(S)(1)			✓		✓		✓		✓		✓	
NOTES:												

TERMS AND CONDITIONS

FAIRGROUND TIMBER SALE AT CECIL COMMERCE CENTER (REVENUE GENERATING))

1. SCOPE

The Parks, Recreation and Community Services Department of the City of Jacksonville, Florida in collaboration with Florida Forest Service is currently accepting bids to obtain source(s) to purchase for the items as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to purchase these item(s)/ service(s) and to obtain pricing commitments for FAIRGROUND TIMBER SALE AT CECIL COMMERCE CENTER (REVENUE GENERATING), as listed in the bid documents.

2. AWARD

Award will be **ALL OR NONE** to the highest responsive, responsible bidder. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids, whichever is determined in the best interest of the City.

3. TERM OF AGREEMENT

The term of this agreement will be one year from date of award.

4. MINIMUM REQUIREMENTS

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

a. Contractor shall provide proof of applicable local business license.

5. BID SECURITY

As a guarantee that Contractor will enter into the Contract under the terms and conditions set forth in this bid invitation, all Contractors shall submit a bid security in the form of a bid bond in the amount of $5,000 made payable to City of Jacksonville, and such bid bond shall accompany the Response when submitted. The bond shall be issued by a surety company licensed to conduct business in Florida and approved by the United States Treasury Department. Cash and/or checks of any kind are not acceptable. RESPONSES RECEIVED WITHOUT THE REQUIRED BOND WILL BE CONSIDERED NON-RESPONSIVE. Bid bonds will be NOT be returned to Contractors after the Contract award has been made.

6. STATE CONTRACTS

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. QUANTITIES

Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to add or delete items, or increase the volume of services required, or not to make any purchase against this bid if it so deems necessary at any time during the contract period.

8. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

9. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted through the City of Jacksonville 1Cloud procurement system email at COJ1CloudInvoices@coj.net.

10. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate. The awarded bidder is required to submit their insurance certificate within ten (10) days after notice of award.

11. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

12. LEGAL REQUIREMENTS

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

13. ADVERTISING

In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising.

SPECIFICATIONS

FAIRGROUND TIMBER SALE AT CECIL COMMERCE CENTER (REVENUE GENERATING))

1. SCOPE AND REQUIREMENTS

This sale is a per unit timber sale bid package that includes maps, sample sale agreement and bid form for the Fairgrounds Timber Sale. This sale is a clear cut of approximately 176 acres of planted slash pine. The sale is located on Cecil Commerce Center in Duval County, Florida (see Attachment A maps). The sale boundaries include roads, firelines, wetlands and/or blue paint/flagging. Boundary trees must be protected from any and all damage. All hardwood species will remain on site and unharvested. Hardwoods removed or damaged to access and harvest pine trees is allowable within reason. Several small ditches and a few large ditches are located on this site. They are to be left clean, so water is free to flow. The larger canals/stream shall not be crossed or have any logging slash or other debris placed in them without consultation from the Forester-in-charge or other authorized representative. Any debris in the streams resulting from harvest operations will be removed prior to harvest completion. Due to development, logging operations will start in the Northeast corner of the sale boundary.

Estimated volumes to be removed include 5,410 tons of pulpwood, 3,082 tons of chip-n-saw and 9,057 tons of saw timber. This will be a five (5) month contract.

The logging operations will be phased, and the order in which sections of the sale area will be cleared shall be determined by the Forester-In-Charge in consultation with the City. The order in which areas will be cleared will depend upon the timing and phasing of construction activities planned by the City for the development of new fairgrounds facilities within the sale area. Based on the current construction schedule, the first phase of logging will need to be completed by early Spring 2023. So as not to hinder construction, failure of the contractor to complete work on the City's timeline may result in a forfeit of logging rights to the sale area in part or in whole.

2. BIDDER QUALIFICATIONS

Bidders may be required to provide with the name, address and telephone number of their last two (2) previous clients from whom the bidder has purchased similar products. The Service will verify these references to satisfy themselves of the Bidder's ability to conduct the operation described herein in a satisfactory manner. References which cannot be verified or indicate unsatisfactory performance (including, but not limited to : cutting un-designated timber, damage to un-designated timber, environmental damages/BMP violations, failure to make payment or timely payment, refusal to correct contract violations, and product theft) may result in disqualification of that bid. In addition, past performance with the Service will also constitute a reference and may be used by the Service to determine the prospective contractor's ability to perform under any contract resulting from this bid. Unsatisfactory past perf+ormance with the Service (including, but not limited to : cutting un-designated timber, damage to un-designated timber, environmental damages/BMP violations, failure to make payment or timely payment, refusal to correct contract violations, and product theft) may result in rejection of bid.

3. CONTRACT PERFORMANCE

When required by the Florida Forest Service, the successful bidder must furnish documentation that indicates ability to furnish sufficient equipment and manpower to carry out the terms of the sale agreement. Any sub-contractor hired by the successful bidder is subject to approval by the

Service and must also furnish two references if requested by the Service. Any work by the sub-contractor cannot commence until a pre-harvesting conference is held with the Forester-in-Charge.

4. MASTER LOGGER

The successful bidder must agree to have a person on the site that has completed the Florida Master Logging training program or has a comparable certificate of training that complies with the training recommended by the American Forest and Paper Association's Sustainable Forestry Initiative. A copy of their Master Logger certificate must be provided before any logging begins along with documentation showing the certificate is current.

The Purchaser, or Purchaser's representative, must have a pre-harvest meeting with the Forester-In-Charge, or his/her representative, before cutting begins. This meeting is to provide each party an opportunity to schedule joint cutting inspections and to discuss other details of the agreement, including billing procedures, logging plans, roads to be used for hauling and other matters pertinent to the sale.

NOTE 6 hours of accredited training is required each year to maintain a current certificate.**