

**COLUMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

**BID NO. 2020-X
HUNTING LEASE – FLAT FIELDS**

The Board of County Commissioners (County) will receive sealed proposals in the office of Commissioners, 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, until 2:00 PM local time on Tuesday, November 03, 2020, for the following:

Hunting Lease – Flat Fields

Proposers without a complete proposal described will be considered improper. The Request for Proposal information is available online only at:
<http://www.columbiacountyfla.com/PurchasingBids.asp>

Submissions will be publicly opened in the Commissioner's Office at 2:00 PM, Tuesday, November 03, 2020, or as soon thereafter as practical. Proposers are responsible for the delivery of submissions. Submissions may be withdrawn at any time prior to the opening. Late bids will not be accepted. Bids delivered in any other format other than specified in this solicitation will not be accepted. Questions regarding this solicitation must be received via email to echung@columbiacountyfla.com no later than Friday, October 30, 2020 at 2:00 PM local time. Responses to those questions considered material to the solicitation shall be distributed via formal addenda.

Columbia County welcomes your response to this solicitation. Proposals should be prepared in accordance with the instructions herein and will be evaluated by the County as stated in the evaluation section of this document. The County reserves the right to waive any formalities, to reject any or all proposals or to re-advertise for proposals for these services. The County may withdraw all or part of this solicitation at any time to protect the interests of the County. All Proposers are asked to be thorough yet concise in their response. Failure to provide the response in the manner prescribed herein may be grounds for disqualification.

Only one bid set will be furnished with each individual or company interested in bidding. The one complete bid set is to be submitted in a sealed envelope. Proposers shall indicate Bid Number, Project Title, and the name and address of the firm submitting the bid on the outside of the envelope.

All Proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and open to the public as provided for in said statute.

SECTION I. GENERAL INSTRUCTIONS

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - A. The performance of previous contracts with Columbia County, if any.
 - B. Proof of insurance or the capacity to obtain required insurance coverages.
 - C. The highest bid price per acre for the hunting privileges subject to the lease.
2. Payment in full and proof of insurance from the prevailing bidder to the County shall be due upon lease signing.
3. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
4. A bidders list is available at the Purchasing Office.
5. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
6. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
7. If only one (1) bid is received, the bid may be rejected and re-advertised or accepted if determined to be in the county's best interest.
8. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
9. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it may be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.
10. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or cancellation of the contract by the County Manager.
11. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
12. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.

13. Any bidder may withdraw his/her bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty- (30) day period after bids are opened.
14. It is mutually understood and agreed that if at any time the Purchasing Department or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the Purchasing Department or his/her designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the Purchasing Director, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his/her executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the Purchasing Department or his/her designee of the excess due.
15. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
16. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
17. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for Columbia County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department.
18. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Columbia County, may not submit a bid on a contract with Columbia County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Columbia County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Columbia County, and may not transact business with Columbia County for a period of 36 months from the date of being placed on the convicted vendor list.
19. Bidder shall register online at <http://www.columbiacountyfla.com/PurchasingBids.asp> for this specific bid. All addendums are delivered via email through this website, and it is the bidder's responsibility to ensure all addendums are used in the bid submittal.

SECTION II. PROPOSED LEASE OFFERING

The County is seeking to enter an agreement with an individual or group to lease County-owned real property to access and hunt deer which may be found upon and harvested from the following property described as:

Columbia County Parcel ID Nos:

- 24-3S-16-02274-000 (170 acres)
- 19-3S-17-05070-001 (94 acres)
- 24-3S-16-02273-199 (93 acres)
- 19-3S-17-05070-000 (61 acres)
- 25-3S-16-02284-099 (16-acre portion north of NW Bascom Norris Drive only)
- 19-3S-17-05070-005 (20 acres)
- 30-3S-17-05838-001 (22-acre portion north of NW Bascom Norris Drive only)
- 30-3S-17-05839-002 (6-acre portion north of NW Bascom Norris Drive only)

SECTION III. BID FORM

Sealed bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, Room 203, Lake City, FL, 32055 no later than 2:00 P.M., on November 03, 2020. Columbia County reserves the right to reject any and/or all bids and to accept the bid in the county's best interest, bid F.O.B., Columbia County, Florida.

Price Per Acre \$ _____

I certify that this bid meets or exceeds the County specifications and that the undersigned bidder declares that I have carefully examined the specifications, term and conditions of this bid, and I am thoroughly familiar with its provisions. The undersigned bidder further declares that he/she has not divulged, discussed or compared his bid with any other bidders and has not colluded with any other bidders or parties to a bid whatsoever for any fraudulent purpose.

INDIVIDUAL(S)/COMPANY: _____

DATE: _____

ADDRESS: _____

PHONE NO: _____

EMAIL: _____

SIGNATURE: _____

PRINT NAME/TITLE: _____

HUNTING LEASE

This lease is made and entered this ____ day of November, 2020 by and between COLUMBIA COUNTY, a political subdivision of the State of Florida (“Lessor”) and _____, (“Lessee”) whose address is _____.

A. Subject to the terms and conditions set forth in this document Lessor does hereby grant to Lessee the right to access and hunt deer which may be found upon and harvested from the following property described as:

Columbia County Parcel ID Nos:

- 24-3S-16-02274-000 (170 acres)
- 19-3S-17-05070-001 (94 acres)
- 24-3S-16-02273-199 (93 acres)
- 19-3S-17-05070-000 (61 acres)
- 25-3S-16-02284-099 (16-acre portion north of NW Bascom Norris Drive only)
- 19-3S-17-05070-005 (20 acres)
- 30-3S-17-05838-001 (22-acre portion north of NW Bascom Norris Drive only)
- 30-3S-17-05839-002 (6-acre portion north of NW Bascom Norris Drive only)

TOTAL ACREAGE, M/L: 482 Acres

B. The term of this lease shall end on January 31, 2021.

C. The Lessee hereby agrees to:

1. Pay to the Lessor the sum of \$ _____ per acre, totaling \$ _____, payable in full on the date of execution of this Lease.
2. Engage in still hunting of deer only and not permit any hunting of any other species or any hunting of any kind involving the use of dogs.
3. Abide by all state and federal hunting regulations.
4. Be personally responsible for the actions and activities of all persons hunting under this lease and to act as a representative in matters regarding all activities carried out under this lease.
5. Maintain proper safety procedures regarding firearms, particularly by seeing that all firearms are unloaded while in vehicles or in vicinity of any buildings.
6. Maintain proper vigilance aimed at preventing fires or damage by other means to the leased area.
7. See that vehicles are driven only on established roads and to see that all gates are kept locked and secured and left as originally found.
8. Remove all structures placed or constructed by Lessee from the lease area at termination of this lease unless prearranged with Lessor.
9. Provide the Lessor with a current certificate of insurance covering the Lessor, Lessee and all guests of the Lessor against damages and liabilities. Coverage shall be in at least the amount of \$1,000,000.
10. Abide by any and all written rules and regulations of the Columbia County Landscaping and Parks Departments as supplied from time to time.

- D. The Lessor hereby agrees:
 - 1. That only the Lessee and Lessee's guests shall have hunting rights on the leased area during the term of this lease
- E. Landscape, maintenance, agricultural, or forestry practices are necessary on the premises and take precedence over the rights given in this agreement. Hunting shall not interfere with any such practices. In the interest of mutual safety, the parties shall confer with one another in the event of any anticipation of conflicting uses.
- F. It is mutually agreed that failure to abide by the terms and stipulations above by any person present on the leased area under this lease will constitute cause for the forfeiture of all hunting rights, deposits or fees.
- G. Lessee shall not assign or otherwise convey any rights granted by this agreement to other persons without the expressed written consent of the Lessor.
- H. The addresses of the parties hereto for the communication of notices are, unless altered by written notice, as follows:
 - 1. For the Lessor:
 - Columbia County Landscape Dept.
 - Clint Pittman, Director
 - 341 SE Charmont Lane
 - Lake City, FL 32025
 - 386-719-7545
 - clint_pittman@columbiacountyfla.com
 - 2. For the Lessee:
 - _____
 - _____
 - _____
 - _____

[NOTE: Lessee should provide at least one telephone number where Lessee can be reached at all times.]
- I. This agreement is not subject to renewal.
- J. In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, all other provisions and this agreement shall be constructed as if such invalid, illegal, or unenforceable provision has never been contained herein.

[REMAINDER OF PAGE BLANK]

K. Lessee recognizes the inherent dangers associated with hunting, both natural and human-created. Lessee recognizes that accidents involving firearms, ammunition, falling trees, hidden ground openings, poisonous plants and animals and various other dangers may forcibly occur on the premises aforementioned. Lessee acknowledges his/her recognition of these dangers and the possible existence of dangerous physical conditions upon the premises such as, but not limited to, those described on the enclosed map. With the aforementioned recognitions in mind, Lessee agrees to indemnify and hold harmless Lessor and Lessor's officers, employees, and agents from any and all claims, suits, losses, personal injuries, deaths, property liability and all other liability resulting directly or indirectly from or on account of hunting activities engaged in by Lessee or Lessee's guests on the premises heretofore mentioned, said obligation to indemnify extending to the reimbursement of Lessor for all expenses and suits including but not limited to, judgements, attorney's fees and court costs.

The liability release in section K must appear on the same page as Lessee's signatures. It is the Lessor's responsibility to insure that Lessee(s) has read and understood its meaning.

Executed this ____ day of November, 2020.

<p>LESSEE</p> <p>_____</p> <p>Print: _____</p>	<p>COLUMBIA COUNTY, FLORIDA</p> <p>_____</p> <p>Toby Witt, Chair</p> <p>ATTEST: _____</p> <p>James M. Swisher, Jr., Clerk</p>
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All hunters who will be making use of the premises must sign the lease agreement. Add signature lines for Lessee as necessary.