

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

**REQUEST FOR PROPOSALS
2023-D**

Bell Road Distribution Corridor Pre-Master Plan

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, February 21, 2023**, for the following:

Bell Road Distribution Corridor Pre-Master Plan

To be eligible for consideration, all proposers must be registered in the State of Florida to practice their profession at the time of proposal. Proposers without a complete proposal described will be considered improper. The Request for Proposal information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids.asp>

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Submissions will be publicly opened in the Commissioner's Office at 2:00 PM, Tuesday, February 21, 2023, 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 Submissions may be withdrawn at any time prior to the opening.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 bccpurchasing@columbiacountyfla.com no later than Thursday, February 16, 2023 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 company or corporation 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 ability, capacity and skill of bidder to perform required service.
 - B. Whether the bidder can perform service promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - D. The performance of previous contracts with entities similar to Columbia County.
 - E. The suitability of equipment or material for County use.
 - F. The ability of bidder to provide future maintenance.
2. Payment Terms are net thirty (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. Unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the Purchasing Director immediately.
6. A bidders list is available at the Purchasing Office.
7. Quote all prices F.O.B. our warehouse or as specified in bid documents.
8. 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.
9. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the counties best interest.
11. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
12. 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 will 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.

13. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and is qualified to advise in their application or use. A bidder at any time requested must satisfy the Purchasing Office and the County Manager that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
15. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
16. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
17. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
18. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
19. The ESTIMATED QUANTITY given in the specifications or advertisements is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
20. Only the latest model equipment as evidenced by the manufacture's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. The equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specification, all equipment catalogued by the manufacturer as standard or required by the State of Florida shall be furnished with the equipment. Where required by the State of Florida Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Florida Department of Revenue.
21. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, certificate of origin and any other appropriate documentation as required by the Florida Motor Vehicle Department.
22. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.

23. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Purchasing Department, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the Purchasing Department or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County Sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
24. Unless otherwise specified by the Purchasing Department all materials, supplies, or equipment quoted herein must be delivered within thirty (30) days from the day of notification or exceptions noted on bid sheets.
25. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
26. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
27. 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.
28. Unless otherwise specified the County reserves the right to award each items separately or on a lump sum basis whichever is in the best interest of the County.
29. 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.
30. 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 may not be acceptable.
31. 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.
32. 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.

33. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
34. 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.
35. Contracts may be cancelled by the County with or without cause on thirty- (30) days advance written notice.
36. All contractors submitting bids for road projects in excess of \$250,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
37. 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.
38. 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.
39. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - A. All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - B. All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the County.

40. Contractor shall register on line at <https://www.columbiacountyfla.com/PurchasingBids.asp> for this specific project. All addendums are delivered via email through this website, and it is the contractor's responsibility to ensure all addendums are used in the bid submittal.

SECTION II. INTRODUCTION

1. About Columbia County

Located near the intersection of Interstates 10 and 75, Columbia County is home to approximately 70,000 residents. The County seat and largest city is Lake City, with a population of approximately 12,000. Lake City is located approximately 45 minutes north of Gainesville, and just over an hour west of Jacksonville. The area is largely rural, and has historically been an agriculturally based economy. The County has seen an approximate 25% increase in population growth from 2000 through 2018. The State of Florida has designated Columbia County as an Economically Distressed Rural County. The US Federal Government confirmed that census tract 1103 is now a Florida Opportunity Zone. The Opportunity Zone has a median household income of approximately \$37,000, which is lower than the median household income for the State of Florida of \$59,000.

2. Project Information

At the heart of this Opportunity Zone lies approximately 1,000-acres of land ideal for distribution and light manufacturing. To address this burgeoning interchange, Department of Economic Opportunity (DEO) has issued Columbia County a Community Technical Assistance Grant for the development of a pre-master plan to provide the economic and political justification for future land use and zoning amendments to preserve the industrial and commercial development opportunities necessary for long-term community growth and prosperity. (Grant Agreement #P0456 in the amount of \$65,000.)

The property is located just south and parallel to Interstate 10 in northern Columbia County; the Bell Road Distribution Corridor is a connector road linking US Hwy 41 and US Hwy 441 through an Industrial zoned area.

SECTION III. SCOPE OF WORK

The County is seeking qualifications from **planning consultants** interested in developing a Pre-Master Plan for the Bell Road Distribution Corridor (the "Corridor") to identify resources that can be utilized and pursue steps in supporting Columbia County's economic development efforts. As part of this project, a review shall be performed of the Comprehensive Plan and Land Development Codes to determine if there are opportunities for alterations to these documents that would better suit the Corridor's highest and best uses. This review will be performed in conjunction with other research measures, such as evaluating existing environmental features' potential impacts on future development. In addition, two detailed studies shall be performed through the course of this

project, which include a Regional Impact Study and a Cursory Commercial Real Estate Absorption Forecast. Findings from these effort shall be consolidated in a Pre-Master Plan that will be presented to the Columbia County Board of County Commissioners.

Planning Consultant to perform the Three (3) Deliverables with Tasks described in the Scope of Work of Agreement # P0456 (attached and made part of this Scope of Work). While these deliverables and tasks under this Agreement must be completed within the provided schedule, it is expected that time extension requests will be submitted with input from the Planning Consultant.

SECTION IV. SPECIFICATIONS

The selected consultant is to deliver the items below including but not limited to the following:

1. Furnish all labor, materials and equipment to complete the entire scope of services in accordance with the description, requirements, criteria and instructions contained in this document. Furnish sufficient professional, technical, supervisory and administrative personnel to ensure the execution of the work, including, but not limited to, the disciplines of planning.
2. Make site visits as necessary for analysis, observation, data collection, and documentation of existing conditions.
3. In collaboration with County staff, conduct one public meeting for the purpose of soliciting verbal and written community input and provide written documentation of input, including public comments. Proposers may suggest an alternate, equivalent public input process for County consideration.

SECTION V. DELIVERABLES

The selected firm is expected to timely perform the Deliverables and Tasks described in the Scope of Work of Grant Agreement #P0456.

SECTION VI. SUBMISSION REQUIREMENTS

Proposers shall submit one (1) original response, marked “Original”, two (2) copies marked “Copy”, and one (1) flash drive of the proposal setting forth qualifications must be received in a sealed envelope clearly marked on the outside with the Proposer’s name and “**Sealed Proposal for RFP 2023-D Bell Road Corridor Pre-Master Plan**” by **2:00 PM EST on Tuesday, February 21, 2023** addressed and delivered to:

**Columbia County Board of County Commissioners
135 NE Hernando Avenue, Suite 203
Lake City, FL 32055**

The deadline will be strictly observed. Proposals delivered to any other office or location will be rejected as non-responsive. Proposals shall be delivered by U.S. Mail, Federal Express or other such service or by hand. Delivery by facsimile or email is prohibited. It is the proposer's sole responsibility to ensure that its proposal is received at the proper location at or prior to the deadline.

Interested firms or individuals shall include the following information in their submittals in the exact order listed herein with separating page tabs in an 8.5 by 11-page format. Include page tabs so those evaluating the submittal can compare each section with others that are submitted. The proposals shall be bound, or in a three-ring binder, or equivalent folder. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.

Each Proposer shall submit adequate documentation to certify the Proposer's compliance with the County's requirements. Submissions shall be clear and concise and provide the information requested herein. The length of the entire submission shall not exceed fifty (50) pages in length not including Tabs 7 and 8.

Firms shall submit written qualifications and a proposed project approach, which clearly demonstrates their ability to provide quality services in a timely and cost effective manner.

The proposals will be opened publicly. At the opening of proposals, the Board shall prepare a register of proposals, which shall include the name of each proposer.

Applicants shall supply the following information:

Tab 1: Letter of Interest

- A. A letter stating the firm’s interest in this project signed by the person who will have contract authority.
- B. Include a statement verifying the contents of the submittal are true and accurate.
- C. Provide an overview of the key areas of the proposal and summarize the firm’s position as to why it should be selected.
- D. The Letter of Interest shall not exceed two (2) pages in length.

Tab 2: Firm’s Experience and Background

- A. The Respondent shall provide a history of the organization and how the firm will fulfill the needs of the County if found to be the successful bidder.
- B. Briefly describe your firm’s organization. Include background and mission statements.
- C. Include a list of completed projects with a government agency and experience with state and federally funded grant projects.

Tab 3: Staff Experience and Background

- A. Resumes of key personnel who will be assigned to the project with a copy of their professional license, if applicable. Include relevant project experience.
- B. Project organizational chart with key individuals who will be involved with the project and their roles.

Tab 4: Project Understanding and Technical Approach

- A. A detailed description of the technical approach proposed for the accomplishment of the Scope of Work and Specifications listed in this solicitation.
- B. Identify any sub-consultants that will be involved including a description of qualifications, indicate project role, and contact information.
- C. A proposed schedule and detailed work plan.

Tab 5: Proposed Budget

- A. A proposed budget for the Pre-Master Plan and for the Regional Economic Impact Study and Cursory Commercial Real Estate Absorption Forecast.

Tab 6: References

- A. An outline of the firm’s experience including a list of up to five (5) completed projects with references that are comparable in size and scope. The outline should include:
 - i. Project Name

- ii. Agency Name
- iii. Contact Information
- iv. Budget
- v. Timeline

Tab 7: Additional Materials

- A. Any other information considered pertinent by the Proposer. Each Respondent may, but is not required to, include any other materials deemed necessary but not provided otherwise (such as promotional literature, white papers, etc.). They should be clearly marked “Additional Materials”. Note these materials may or may not be reviewed by any or all evaluators and will not be a part of the official evaluation except to the extent they support qualification and experience.

Tab 8: Forms

- A. Vendor Information and Signature Form
- B. Non-Collusion Affidavit
- C. Public Entity Crimes Form
- D. Drug-Free Workplace Certificate
- E. Conflict of Interest Statement
- F. Certificate Regarding Lobbying and Debarment, Suspension, and Other Responsibility Matters
- G. Certificates of Insurance
- H. W-9
- I. Proposed Contract
- J. Proposed Cost

SECTION VII. SUBMISSION REVIEW

1. Evaluation Criteria:	
Submittal Quality and Completeness	0-10 points
Firm’s Experience and Background	0-15 points
Staff Experience and Background	0-20 points
Proposed Cost	0-5 points
Project Understanding and Technical Approach	0-40 points
References	0-10 points
TOTAL	0-100 points

Cost will be converted to points after making any adjustments for reciprocal preference. The proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. Divide the lowest cost proposal received by the cost of the proposal being rated, and multiply the results by the maximum points. The result is the awarded points. This is determined by applying the following formula:

$$\text{Price of Lowest Cost Proposal} \times \text{Maximum points available} = \text{Awarded Price Points}$$

Example: The figures below are used for example purposes only. It is not representative or suggestive of proposed costs. The total points available for cost in the RFP is twenty-five (25) points. The cost of the lowest acceptable proposal is \$200,000. Therefore, the lowest proposal cost of \$200,000 would be awarded twenty-five (25) points. The second lowest acceptable proposal submitted a cost of \$250,000. The second lowest proposal cost of \$250,000 would be awarded twenty (20) points.

$$\frac{\$200,000}{\$250,000} = 0.80$$

$$0.80 \times 25 \text{ points} = 20 \text{ points}$$

The points awarded for cost are combined with the total points awarded for the remaining criteria to determine the successful proposal.

2. Selection Process

An evaluation committee will review all submissions received prior to the aforementioned deadline. A shortlist of firms will be determined from the responses received. The shortlist of firms **may** be invited for an interview and site visit prior to a final selection. The committee's rankings will be forwarded as a recommendation to the Board of County Commissioners for their review and consideration.

For firms invited to the interview process, presentations will be evaluated based on the following factors:

- A. Relevant qualifications and experience of the primary individual(s) assigned to the park planning portion of this project, specifically with similar large-scale park master planning efforts. The firm should identify and provide summary information on up to five (5) similar type land planning studies completed by the assigned individual(s), and the year the studies were completed. **15 POINTS**
- B. Understanding of the proposed scope of the master planning effort, including, identification of additional important/critical issues that should be considered or clarified by the County prior to undertaking the study. **15 POINTS**
- C. Assessment of the proposed approach to carry out the project, specifically potential problems and concerns, and identification of alternatives to help improve and/or

- streamline the process. **20 POINTS**
- D. Expected budget for completing the master plan, including travel and any associated document preparation and support fees. Note that total budget cost alone will not be the determining factor in the selection process. **10 POINTS**
 - E. Ability to respond effectively to interview questions from the committee and effectively communicate what needs to be done to complete successfully the work. **40 POINTS**

Upon completion of the interview process, the committee will rank the firms. The committee will make a recommendation to the Board of Commissioners for approval to enter into contract negotiations with the firm selected as best suited to serve the needs of the County. If the negotiations with the first firm are unsuccessful, the committee will move to the second firm with similar negotiations and so on. Once an agreeable contract is in place, it will then be brought to the Board again for approval.

Proposed Timeline

Thursday, February 16: Deadline for Questions – 2:00pm
Tuesday, February 21: Bid Opening – 2:00pm
Wednesday, February 22: Shortlisting – Time TBD
Thursday, March 2: Board of County Commission Meeting– 9:30am

3. Award/Rejection/Other

The County reserves the right to reject any and all proposals, waive any formalities, technical errors, and irregularities, and to recommend the award of a contract as may be deemed in the best interest of the County.

All proposals, materials, documents, etc. submitted in conjunction with the selection process shall become the property of the Board and may be disposed of without notification and shall be considered public information under Chapter 119, Florida Statutes.

The applicant selected shall be expected to comply with all federal, state, and local laws and regulations in the performance of services.

SECTION VIII. FORMS

**FORM A
VENDOR INFORMATION AND SIGNATURE FORM**

Vendor Name	
Trade License (If applicable)	
Contact Person(s)	
Street Address with City, State and Zip Code	
Mailing Address (If different from Above)	
Phone Number	
Fax Number	
E-Mail	
Proposer will do the work as	<input type="checkbox"/> Individual <input type="checkbox"/> Joint Venture <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation
Date and State of Incorporation	DATE: _____ STATE: _____
Name of partnership or joint venture	

By signing below, the submission shall be deemed a representation and certification by the Proposing Firm that you have investigated all aspects of the solicitation, have read and understand the solicitation, and acknowledge all addenda.

Authorized Signature:
Printed Name of Signer:
Date Signed:
Title of Signatory:

**FORM B
NON-COLLUSION AFFIDAVIT**

STATE OF _____

COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Response, and the preparation of the Response. I state that:

1. The price(s) and amount(s) of this Response have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Response, and neither the approximate price(s) nor approximate amount(s) of this Response, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Response for this contract, or to submit a price(s) higher than the prices in this Response, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Response.
4. The Response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.

5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the Board of County Commissioners of Columbia County, Florida for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of responses for this contract.

Dated this _____ day of _____, _____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

The foregoing instrument was executed before me this day _____ of _____ 20____,
by _____ as _____ of _____,
_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

FORM C
PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal, ITN, or Contract Number **RFP 2023-D Bell Road Corridor Pre-Master Plan**”

2. This sworn statement is submitted by _____ whose
[Name of entity submitting sworn statement]
business address is _____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to the above is
[Please print name of individual signing]
_____.

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

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

6. I understand that "affiliate" as defined in section 287.133(l) (a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

7. I understand that a "person" as defined in section 287.133(l) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids/proposals or applies to bids/proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **[Please indicate which statement applies].**

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who is active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **[Please indicate which additional statement applies].**

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted Contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted Contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the State of Florida, Department of Management Services.]**

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in FORM "C", Public Entity Crimes, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of
_____, who personally swore or affirmed that he/she is authorized
to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced
_____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

**FORM D
DRUG-FREE WORKPLACE CERTIFICATE**

The drug-free certification form below must be signed and returned with the solicitation response.

In order to have a drug-free workplace program, a business shall:

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' 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/proposal a copy of the statement specified in the first paragraph.
4. In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, 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 893, Florida Statutes, 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 the foregoing provisions.
7. By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in FORM "D", Drug-Free Workplace Certification, is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____
20____, by _____ as _____ of _____
_____, who personally swore or affirmed that he/she is authorized
to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced
_____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

FORM E
CONFLICT OF INTEREST STATEMENT

STATE OF _____

COUNTY OF _____

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

1. I am the _____ of _____ with a local office
(Insert Title) (Insert Company Name)
in _____ and principal office in _____.
Said entity is submitting this proposal/offer to RFP 2023-D Bell Road Corridor Pre-Master Plan”
2. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
3. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
4. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
5. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
6. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
7. I hereby also certify that no member of the entity’s ownership or management or staff has a vested interest in any County Office or Department.
8. I certify that no member of the entity’s ownership or management is presently applying, actively seeking, or has been selected for an elected position within Columbia County government.
9. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the County in writing.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____ 20____,
by _____ as _____ of _____
_____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

FORM F
CERTIFICATE REGARDING LOBBYING AND DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS

1. Lobbying

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL – “Disclosure of Lobbying Activities”, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 –

- A. The applicant certifies that it and its principals:
 - I. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any federal department or agency;
 - II. Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - III. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and
 - IV. Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default. (b) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

As the duly authorized representative of the applicant, I hereby certify that applicant will comply with the above referenced certifications.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

County OF _____

The foregoing instrument was executed before me this day _____ of _____ of 20____, by _____ as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)

NOTARY PUBLIC, State of _____

FORM G
CERTIFICATES OF INSURANCE

Please attach proof of insurance.

FORM H
W-9

Please attach W-9 form.

FORM J
PROPOSED CONTRACT

Template of Proposed Consultant Service Agreement is attached (Do not complete)

Attachment 1
SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes ("F.S."), and Specific Appropriation 2285, Chapter 2022-156, Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.
2. **PROJECT DESCRIPTION:** Columbia County, Florida ("Grantee") shall develop a Pre-Master Plan for the Bell Road Distribution Corridor (the "Corridor") to identify resources that can be utilized and pursue steps in supporting Columbia County's economic development efforts. This Corridor is immediately south of Interstate 10 and Bell Road serves as a connector road linking U.S. Highway 41 and U.S. Highway 441 through an industrialized area. As part of this project, a review shall be performed of the Comprehensive Plan and Land Development Codes to determine if there are opportunities for alterations to these documents that would better suit the Corridor's highest and best uses. This review will be performed in conjunction with other research measures, such as evaluating existing environmental features' potential impacts on future development. In addition, two detailed studies shall be performed through the course of this project, which include a Regional Impact Study and a Cursory Commercial Real Estate Absorption Forecast. Findings from these efforts shall be consolidated in a Pre-Master Plan that will be presented to the Columbia County Board of County Commissioners. All meetings and hearings required under this Agreement may be held in either in-person or virtual format at the discretion of the Grantee.
3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

A. Deliverable 1. Corridor Assets, Comprehensive Plan, Land Development Code, and Zoning Analyses;

Grantee shall prepare a narrative summary of the findings from the following analyses that seek to identify parcels within the Corridor that are suitable for future economic development in coordination with assessing the development potential and limitations of those parcels:

1. A land analysis to identify properties within the Corridor that exhibit competitive characteristics suitable for economic development use. An assessment of the following characteristics that may impact potential development on the identified properties will also be included:
 - a. Wetlands.
 - b. Soils.

- c. Federal Emergency Management Agency (FEMA) floodplains.
 - d. Topography.
 - e. Composition (current use).
 - f. Compatibility with current surrounding land use.
2. Infrastructure analysis of sewer capacity, electrical capacity, and water capacity within the Corridor to ascertain the intensity of uses that can be supported by existing infrastructure.
 3. Review Columbia County's current Comprehensive Plan, Land Development Code, and Zoning Ordinances to determine if the existing requirements create impediments to potential economic development projects and identify where amendments, if any, are needed to these regulations to better support the Corridor's highest and best uses. Issues assessed in this review may include but are not limited to the following:
 - a. Surrounding land use compatibility.
 - b. Zoning compatibility and recommendations.
 - c. Land Development Code use compatibility and recommendations.
 4. Assessment of the highest and best use of the properties identified as viable for potential economic development.
 5. Evaluation of land entitlement options, which may include but not be limited to codes, covenants, and restrictions, that may be utilized on the identified properties during future economic development.
 6. Consideration of possible permitting requirements that may be needed for the development of the identified parcels.
- B. Deliverable 2. Regional Impact Study and Real Estate Absorption Study;**

Grantee shall:

1. Perform a Regional Impact Study to ascertain how the development of potential future economic projects in the Corridor may influence surrounding local governments and to assess the impact on financially disadvantaged areas.
2. Conduct a Real Estate Absorption Study to assess the rate at which the parcels identified as viable for future economic development in Deliverable 1 of this Scope of Work may remain available, considering the supply and demand needs of future economic development projects in comparison to the available assets of the properties.

C. Deliverable 3. Pre-Master Plan and Public Meeting;

Grantee shall:

1. Create a Pre-Master Plan that consolidates the findings from the assessments and studies conducted in Deliverables 1 and 2 of this Scope of Work. It should also identify the future economic development potential of the Corridor in conjunction with the shortcomings and recommended policy updates needed to support potential economic development.
 2. Conduct an advertised public meeting before the Columbia County Board of County Commissioners where the Pre-Master Plan will be presented; or, a written acknowledgement that such public meeting shall be conducted before the end of the 2023 calendar year.
- 4. DEO RESPONSIBILITIES:** DEO shall receive and review the Deliverables and, upon DEO's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, DEO shall process payment to Grantee in accordance with the terms and conditions of this Agreement.
- 5. DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	Minimum Level of Service	Payment Amount Not to Exceed	Financial Consequences
<p>Deliverable 1. Corridor Assets, Comprehensive Plan, Land Development Code, and Zoning Analyses;</p> <p>Grantee shall prepare a narrative summary of the land analysis; infrastructure analysis; Comprehensive Plan, Land Development Code, and Zoning Ordinances analyses; assessment of highest and best use; evaluation of land entitlement options; and consideration of possible permitting requirements in accordance with Section 3.A. of this Scope of Work.</p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Detailed report that summarizes the findings of the analyses conducted in accordance with Section 3.A of this Scope of Work. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.</p>	<p>\$40,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

<p>Deliverable due date: February 28, 2023</p>			
<p>Deliverable 2. Regional Impact Study and Real Estate Absorption Study;</p> <p>Grantee shall perform a Regional Impact Study and a Real Estate Absorption Study in accordance with Section 3.B. of this Scope of Work.</p> <p>Deliverable due date: April 14, 2023</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Copy of completed Regional Impact Study. 2. Copy of completed Real Estate Absorption Study. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.</p>	<p>\$10,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>
<p>Deliverable 3. Pre-Master Plan and Public Meeting;</p> <p>Grantee shall create a Pre-Master Plan and conduct a public meeting in accordance with Section 3.C. of this Scope of Work.</p> <p>Deliverable due date: May 31, 2023</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Pre-Master Plan. 2. Copies of public meeting notice, meeting agenda, presentation materials, if any, and either minutes or a written summary of the public meeting; or, a written acknowledgement that such public meeting shall be conducted before the end of the 2023 calendar year. <p>Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a</p>	<p>\$15,000</p>	<p>As provided in Section 12 of this Scope of Work, below.</p>

	compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
Total Amount Not to Exceed: \$65,000.00			

- 6. SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts**, of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes DEO's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to DEO's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours worked on the grant project, and any expenses incurred by the subcontractor in performing such work.
- 7. DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by DEO by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.
- 8. BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.
- 9. COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.
- 10. INVOICE SUBMITTAL AND PAYMENT.**
- A.** DEO agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this ___ day of _____, 2023 by and between **Columbia County**, (hereinafter the "COUNTY"), whose address is P.O. Box 1529 Lake City, Fl. 32056, and (hereinafter the "CONTRACTOR"), whose address is

WHEREAS, the COUNTY desires to engage the CONTRACTOR to perform certain services for _____ (hereinafter the "Project") under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter provided, the COUNTY and the CONTRACTOR agree as follows:

1. Standard of Care – CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform in a professional and workmanlike manner.

CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

2. Scope of Agreement. The CONTRACTOR'S relationship to the COUNTY shall be that of independent contractor, at all times this relationship shall be governed by and in strict compliance with the terms of this Agreement for Consultant Services and the scope of services included in RFP 2023-D Bell Road Corridor Pre-Master Plan along with Contractor's Submittal to the Bid/RFP/RFQ.

CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

The CONTRACTOR hereby represents and warrant that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

3. Period of Service. The CONTRACTOR shall be available to begin its services promptly after receipt of a fully executed copy of this Agreement and will complete
4. Compensation.
 - a. Compensation for the services rendered is included in Exhibit A.
 - b. Anything to the contrary notwithstanding, no services undertaken by the CONTRACTOR or expenses incurred by the CONTRACTOR exceeding the identified fees and expenses have been approved in writing by the COUNTY in advance.
5. Additional Services. The CONTRACTOR shall provide services in addition to those described in task work orders only upon written request of the COUNTY. CONTRACTOR shall be compensated for all authorized additional services only on the basis agreed upon in writing at the time such services are authorized.
6. Invoices. Invoices will be submitted by the CONTRACTOR upon completion of the work described in task work orders. Invoices shall be submitted to Board of County Commissioners, P.O. Box 1529, Lake City, FL 32056. Each invoice shall be due and payable in accordance with the Florida Prompt Payment Act.
7. Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination the CONTRACTOR will be paid as hereinafter provided for all authorized services rendered to the date of such

termination. The amount payable to the CONTRACTOR in the event of termination will be a pro rata amount of such fee, determined on the basis of the relationship of the amount and value of the work performed prior to the CONTRACTOR'S receipt of notice of termination.

8. Insurance. The CONTRACTOR shall maintain the following insurance coverage:

- General Liability, Each Occurrence: \$1,000,000
- Aggregate: \$2,000,000

This insurance coverage shall be evidenced by (1) delivery to the COUNTY of a Certificate of Insurance executed by the insurers and listing coverages and limits, expiration dates, and terms of policies and all endorsements, whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy, including all endorsements. The insurance requirement shall remain in effect throughout the term of the Agreement.

Each insurance policy shall include the following conditions by endorsements to the policy:

- a. Except for workers' compensation as required by law and comprehensive automobile and truck liability insurance, each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal, or any material change in coverages or limits, a notice thereof shall be given to the COUNTY by certified mail. CONTRACTOR shall also notify COUNTY, in like manner, within twenty-four (24) hours after receipt of any notices of expiration, cancellations, non-renewal, or material changes in coverage received by said CONTRACTOR from its insurer; and noting contained herein shall absolve CONTRACTOR of this requirement to provide notice.
- b. Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONTRACTOR.
- c. COUNTY shall be endorsed to the required policy, or policies, as an additional insured.

9. Indemnification

- a. Hold Harmless. The CONTRACTOR shall indemnify and hold COUNTY, its officers, and employees, harmless from and against (1) personal injury, bodily injury (including death) or property damages (including destruction) received, or (2) losses, penalties, damages, professional fees, including attorney fees and all cost of litigation and judgements arising out of any willful misconduct or any negligent act, error or omission of the CONTRACTOR, or its employees arising directly out of the performance of this Agreement or work performed hereunder, including any claims brought against the

COUNTY, its officers and employees. Compliance with the insurance requirements in Section 10, Insurance, shall not relieve the CONTRACTOR of his liability and obligations under any other portion of this Agreement. This section shall not apply to CONTRACTOR when losses, penalties, damages, professional fees, including attorney's fees and all costs of litigation and judgements arising out of the performance of this contract are caused by negligence of the COUNTY.

- b. Completeness and Accuracy of Deliverables. The CONTRACTOR shall be responsible for the completeness and accuracy of its services, deliverables, plans, supporting data, computer programs and data files and other documents and information prepared or compiled under its direction and control, and shall correct at its expense all errors or omissions therein which may be disclosed. The time, effort, and cost of the work necessary to correct those errors attributable to the CONTRACTOR shall be borne by the CONTRACTOR. The fact that the COUNTY has accepted or approved the CONTRACTOR'S services shall in no way relieve the CONTRACTOR of any of its responsibilities. This provision shall not apply to any maps, official records, contracts, or other data that may be provided by the COUNTY or public or semi-public agencies which the CONTRACTOR should reasonably expect to be accurate and which the CONTRACTOR could not reasonably be expected to know to be inaccurate.
- c. Claims Against the COUNTY. The CONTRACTOR agrees that no charges or claim for damages shall be made by it for unreasonable delays or hindrances attributable to the COUNTY during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by the COUNTY by an extension of time for a reasonable period for the CONTRACTOR to complete the services. Such an agreement shall be made in writing between the parties.

10. Ownership of Documents. All documents including, but not limited to, computer files and the performance of this agreement, are to be instruments of service and copies delivered to the COUNTY before the final payment is made to the Contractor.

11. Non-discrimination.

a. The CONTRACTOR agrees that he will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State Laws regarding non-discrimination. Any violation of such provisions shall constitute a material breach of this Agreement.

b. Immigration Affidavit Certification. Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The E-Verify program, operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility verification requirements.

CONTRACTORS are required to enroll in the E-Verify program within thirty (30) calendar days of contract award, and use E-Verify within thirty (30) calendar days thereafter to verify

employment eligibility of their employees assigned to the contract at the time of enrollment in E-Verify. Additionally, CONTRACTORS shall flow down the requirement to use E-Verify to their subcontracted vendors.

CONTRACTOR acknowledges and shall be fully responsible for complying with the provisions and regulations relating thereto, as either may be amended. Failure to comply with the laws referenced herein shall constitute a breach of agreement and the COUNTY and/or CONTRACTOR shall have the discretion to unilaterally terminate said agreement immediately.

12. Expenses of Litigation. In the event litigation in any way related to the services performed hereunder is initiated by one party to this Agreement against the other, the prevailing party shall be reimbursed by the other party its reasonable attorneys' fees and costs.

13. Controlling Laws. This Agreement is to be governed by the laws of the State of Florida, and venue shall rest solely in Columbia County, Florida.

14. Hazardous Substances. It is understood and agreed that in seeking the consultant services of the CONTRACTOR in this Agreement, the COUNTY does not request the CONTRACTOR to undertake uninsurable obligations involving or related in any manner to hazardous substances.

15. Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

16. Merger Amendment. This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both the COUNTY and the CONTRACTOR.

17. Non-assignability. Neither party shall assign any rights or delegate any duties arising under this Agreement without prior written consent of the other party.

18. Severability. Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability, without invalidating the remaining provisions hereof.

19. Public Records. CONTRACTOR shall be required to cooperate with the COUNTY relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR shall comply with public records laws embodied in Chapter 119, Florida Statutes, and specifically shall:

a. Keep and maintain public records required by the COUNTY in order to perform the Services.

- b. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.
- c. 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 the Agreement term, and thereafter if the CONTRACTOR does not transfer all records to the COUNTY.
- d. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.
- e. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10 Florida Statutes, and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: BCCADMIN@COLUMBIACOUNTYFLA.COM .

EXHIBIT A