

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

**REQUEST FOR PROPOSALS
RFP 2023- J
REAL ESTATE NEGOTIATION AND ACQUISITION SERVICES**

Columbia County, Florida, Board of County Commissioners is seeking Qualification Statements from interested and qualified professional individuals or firms to provide Real Estate Negotiation and Acquisition Services to County Administration and the Board of County Commissioners. Responses will be received until 2:00 p.m. on, April 25th, 2023. Responses should be addressed to the Columbia County Purchasing Department, at 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055. Responses received after the time and date specified will not be considered. RFP forms for use in making submissions can be downloaded from the County's website at <https://www.columbiacountyfla.com/PurchasingBids.asp>

The Columbia County Purchasing Department, through the Board of County Commissioners, reserves the right to waive any informality not affecting the fairness of the procurement process or to reject any or all proposals for any reason at any time.

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 Qualifications information is available online only at: <https://www.columbiacountyfla.com/PurchasingBids.asp>

Submissions will be publicly opened in the Commissioner's Office at 2:00 PM, Tuesday April 25, 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 Submissions may be withdrawn at any time prior to the opening.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 ejones@columbiacountyfla.com no later than Friday, April 21st, 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 result in disqualification from consideration.

The Proposer is required to use the "Bid Form" attached hereto, together with the "General Instructions", "Scope of Work", and "Specifications", all of which shall be considered a part of the bidder's proposal. Any desired or intentional variation from minimum specifications must be clearly stated on a separate sheet and attached to the "Bid Form". Only one bid form set will be furnished for each individual, company, corporation, or other entity interested in bidding. The one completed bid form set must be submitted in a sealed envelope. Proposers shall indicate Bid Number, Project Title, and the name and address of the bidder submitting the bid on the outside of the envelope.

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

SECTION I. GENERAL INSTRUCTIONS

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

1. The following criteria shall be used when identifying a responsible bidder:
 - A. The demonstrated ability, capacity and skill of bidder to perform the required service(s).
 - B. Whether the bidder can perform service(s) promptly or within specified time.
 - C. The character, integrity, reputation, judgment, experience, and efficiency of bidder.
 - D. The performance of previous contracts with the County or with other 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 (30) unless otherwise specified. Favorable terms or discounts may be offered and will be considered in determining low bids if they are deemed by the Purchasing Department to be advantageous to the County.
3. All bids should be tabulated, totaled, and checked by the bidder for accuracy. Unit price will prevail in case of errors or inconsistencies.
4. All required or requested information shall be included in the sealed envelope. All such information must be included for a bid to receive consideration.
5. If anything on the bid request is not clear to the bidder, the bidder must contact the Purchasing Officer for clarification. It will be conclusively presumed the bidder understood a request to which a response is furnished.
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 that are not properly addressed or identified, and such bids shall be rejected.
10. If only one (1) bid is received, the bid may be rejected and re-advertised or excepted if determined to be in the County's best interest.
11. Bids received late will not be opened or accepted for consideration, 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 so long as such consideration does not operate to unfairly prejudice any party. 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 costs exceed \$40,000.
14. All bidders must be recognized dealers in the materials or equipment specified and 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 omissions 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 does 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 resulting 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. Signatures must be written in ink. Typewritten or printed signatures will 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 its 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 online 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. OVERVIEW

The purpose of this Request for Proposals (RFP) is to solicit qualifications to hire an experienced firm or professional for the purpose of acting as the County’s Acquisition Agent for the negotiation and acquisition of real property in conformity with the attached Property Acquisition Guidelines identified in Section 302.2.49 of the Columbia County Purchasing Policies. Acquisitions include both right-of-way acquisition from private property owners in connection with County infrastructure and road projects as well as acquisition of tracts of real property offered for sale by third parties. Agent will be compensated at an approved hourly rate; however, where a seller has placed the property into the Multiple Listing Service (MLS), Agent will be compensated with a commission on the sale (of that property only) as a buyer’s agent would be in any other transaction.

From time to time during the term of this Agreement, the County may declare real property that it owns as surplus real property pursuant to statutory provision. Upon request by the County, the Agent may be requested to list and sell real properties through an auction service in accordance with Section 308.6 of the Columbia County Purchasing Policies.

SECTION III. OBJECTIVE

Specific acquisition projects are not identified at this time. The nature of this contract will be for “indefinite delivery, indefinite quantity” (IDIQ) professional services. The personnel that the bidder provides for completion of these services must be proficient in the assigned task and hold requisite licensure to engage in the professional services required. The bidder must be prepared to be responsive to the work requests as made and meet ambitious project schedules in keeping with the Property Acquisition Guidelines. Once Task Orders are issued for a new project, both parties shall agree to a term for completion. Failure to deliver within agreed upon time may result in liquidated damages deducted from amount due to Agent.

SECTION IV. SCOPE OF WORK

The County desires to have in place and available a firm or professional with expertise in areas including, but not limited to: real estate acquisitions, management of acquisition processes including review and interpretation of surveying and title information, negotiation of acquisition terms with landowners based upon applicable criteria, performance of all due diligence in connection with closing, and maintenance of all files and records relating to any acquisition for which services are provided to the County. Preferred firms or professionals will demonstrate expertise and experience in negotiating both with willing sellers and with landowners as part of a governmental eminent domain process.

SECTION V. COMPENSATION

It is anticipated that the firm or professional selected shall be compensated according to the type of work the firm or professional completes for the County. Any transaction wherein the County acquires real property from a willing seller shall be compensated as a conventional real estate transaction as stated in Section II, with the firm or professional compensated only through sales commissions as provided by MLS or the seller's offering. All other services, particularly those involving condemnation or eminent domain, shall be compensated on an hourly basis, billed in one-tenth of one-hour increments. The rate for hourly services will be negotiated with the preferred firm or professional, but the commission for conventional transactions will be as provided from transaction to transaction. Note: the contract will include a clause related to liquidated damages.

SECTION VI. LICENSURE REQUIRED – DISCIPLINE HISTORY

QUALIFIED FIRMS OR PROFESSIONALS SHALL HOLD A VALID FLORIDA REALTOR'S LICENSE AND BE ASSOCIATED WITH A FLORIDA-LICENSED REAL ESTATE BROKER. NEITHER THE REAL ESTATE AGENT NOR THE BROKER SHALL HAVE ANY ADVERSE DISCIPLINARY ACTION REFLECTED FOR THE FIVE-YEAR PERIOD IMMEDIATELY PRECEDING THE SUBMISSION DATE.

SECTION VII. PROFICIENCIES

QUALIFIED FIRMS OR PROFESSIONALS SHALL DEMONSTRATE PROFICIENCY IN EACH OF THE FOLLOWING AREAS:

1. Acquisition of property rights to include, but not limited to, fee simple, easements (permanent and temporary), rights of entry, water rights, leasehold interests, releases/partial releases of easement, release of liens, and encroachment agreements.
2. Acquisition of property rights or title to real property utilizing good faith negotiations in accordance with all applicable laws, rules and regulations, including without limitation, Federal and State laws, professional rules or regulations, and Columbia County's policies and procedures.

3. Understanding and use of legal documents to include easements, deeds, leases, licenses, encroachment agreements and rights of entry. Legal documents may also include releases or partial releases, affidavits and subordination agreements to aid in curative matters as prescribed by the County's legal counsel or title insurance underwriters.
4. Management and coordination of due diligence activities with diverse professional staff, including attorneys and engineers, including environmental site assessment, title, third-party agencies, and surveying services.
5. Working with client staff to develop and track acquisition budgets as well as schedules for real estate acquisition activities.
6. Timely and thorough review of third-party invoices for accuracy and payment.
7. Maintenance of periodic reports detailing dates, times, and substance of communications relative to acquisition activities
8. Familiarity with current condemnation or eminent domain procedures with competency to testify or experience offering testimony in Eminent Domain proceedings as necessary.

SECTION VIII. PROPERTY OF THE COUNTY

All materials submitted in response to this RFP become the property of the County. The County has the right to use any or all ideas presented in any response to this RFP, whether amended or not, and selection or rejection of a proposal(s) does not affect this right. No variances to this provision shall be accepted.

SECTION IX. PROPOSED TIMETABLE

The *anticipated* schedule for this RFQ and contract approval is as follows:

- Qualifications Due: April 25th, 2023
- Evaluation Committee Meeting: April 27th, 2023
- County Commission Meeting: May 4th, 2023

The County reserves the right to change this schedule in the sole discretion of the Purchasing Officer.

SECTION X. ETHICS REQUIREMENT

This RFP is subject to the State of Florida Code of Ethics and Columbia County's ethics rules and policies. Accordingly, there are prohibitions and limitations on the employment of certain officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and Columbia County's ethics rules

and policies *before submitting a proposal* in order to ensure compliance with the same.

SECTION XI. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of firms and professionals making submission in response to this request. It is the responsibility of a respondent to assure itself that information is accurate and complete. Neither the County, nor its staff or advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with County representatives, staff or advisors, shall be at each party's own risk. Firms or professionals making submission should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the County without any warranty or representation, express or implied, as to its content, accuracy, or completeness. No respondent or other party shall have recourse to the County if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the County that any response conforming to these requirements will be selected for consideration, negotiation, or approval.

In its sole discretion, the County may withdraw this RFP either before or after receiving qualifications, may accept or reject qualifications, and may accept qualifications which deviate from the non-material provisions of this RFP. In its sole discretion, the County may determine the qualifications and acceptability of any firm or professional submitting qualifications in response to this RFP. Following submission of a response, the respondent agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the response or the respondent, including the respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the County. Any action taken by the County in response to submittals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such responses, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the County, or its advisors.

Any recipient of this RFP, who responds hereto, fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any response submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such response.

SECTION XII. CONTRACT AGREEMENT

A template of the Agreement specifying the terms set forth by the County is included with this RFP. Should the selected firm/professional not agree with the terms and conditions set forth in the template, the County will make another selection.

SECTION XIII. INSURANCE REQUIREMENTS

Prior to execution of any contract following from this RFP, the awarded firm shall obtain and maintain in force at all times during the term of the contract insurance coverage as required herein.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the firm has obtained insurance of the type, amount, and classification as required for strict compliance with this provision or the terms of the contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the County. Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

1. The firm shall maintain during the term of the contract, standard Professional Liability Insurance or errors and omissions coverage in the minimum amount of \$1,000,000.00 per occurrence.
2. The firm shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the firm from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the contract, whether such operations be by the firm or by anyone directly or indirectly employed by or contracting with the firm.
3. The firm shall keep and carry Workers' Compensation Insurance and Employer's Liability Insurance as required by Florida law.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the firm shall specifically include the County as an "Additional Insured".

SECTION XIV. EVALUATION AND AWARD

The County will assemble an Evaluation Committee to evaluate the qualifications from respondents. The Evaluation Committee will convene for a public meeting to evaluate and rank the responses and make a recommendation for contract award to the Board of County Commissioners. County Staff will give notice of the Evaluation Committee meeting as provided by law. The County Commission is not bound by the recommendation of the Evaluation Committee and the Commissioners may deviate from the recommendation in determining the best overall response which is most advantageous and in the best interest of the County.

Each Response will be evaluated individually and in the context of all other responses. Submittals must be fully responsive to the requirements described in this RFP and to any subsequent requests for clarification or additional information made by the County through written addenda to this RFP. Submittals failing to comply with the submission requirements, or those unresponsive to any part of this RFP, may be disqualified. The County reserves the right to award the contract to the Respondent submitting the best overall responsive submittal which is most advantageous and in the best interest of the County. The County shall be the sole judge of the submissions and the resulting contract that is in its best interest and its decision shall be final.

While the County allows Responders to specify any desired variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining the Respondent who is most advantageous to the County. **Evaluation Scoring Criteria has been**

incorporated into the RFP document.

SECTION XV. REPRESENTATIONS BY SUBMITTAL OF RESPONDENT

By submitting a response, the respondent warrants, represents and declares that:

1. Person(s) designated as principal(s) of the respondent are named and that no other person(s) other than those therein mentioned has (have) any interest in the submittal or in the anticipated contract.
2. The submittal is made without connection, coordination, or cooperation with any other persons, company, firm, or party submitting another proposal or set of qualifications, and that the response submitted is, in all respects, fair and in good faith without collusion or fraud.
3. The respondent understands and agrees to all elements of the submission unless otherwise indicated or negotiated, and that the response may become part of any contract entered into between the County and the respondent.
4. By signing and submitting a response, respondent certifies that respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors, or executives thereof are not presently debarred, proposed for debarment, or declared ineligible to bid or participate in any federal, state, or local government agency projects.
5. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a submittal to the Columbia County for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.
6. Respondent recognizes and agrees that the County will not be responsible or liable in any way for any losses that the respondent may suffer from the disclosure or submittal of response information to third parties.

SECTION XVI. COMPLIANCE

All proposals received in accordance with this RFP shall be subject to Florida law governing public records including without limitation Chapter 119, Florida Statutes.

SECTION XVII. SUBMISSION REQUIREMENTS

Proposers shall submit one (1) original response, marked "Original", three (3) 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-J Real Estate Negotiation and Acquisition Services**" by **2:00 PM EST on Tuesday, April 25th, 2023** addressed and delivered to:

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

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.

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. Submittals must contain the following documents; each fully completed and signed as required.

Tab 1: Letter of Transmittal

- Each submittal must include a letter of transmittal containing the Respondent's interest in providing services and the signature of the representative authorized to enter into signed contracts for the prime contractor. This letter should not exceed three (3) pages in length.

Tab 2: Firm's Experience and Background

- A description of previous projects or clientele that your firm has handled of similar size and complexity. Provide names and information of references from these organizations include budgets, timelines, and actual costs of projects.
- A brief description of the Firm's related experience and individuals experience in property negotiation and acquisition.

Tab 3: Staff Experience and Background

- The Respondent's proposed management and staffing and the name of the designated contact or point person for the firm to the County.
- The Respondent must show the qualifications of any team members expected to complete work under any resulting contract, particularly those with specific expertise in real estate acquisition and related duties.
- All related licenses and/or certifications.

Tab 4: Project Understanding/Technical Approach

- The Respondent's ability to conduct the scope of work.

Tab 5: Response Forms

- The Respondent shall complete and execute the response forms specified below and found at the designated pages in this solicitation, and shall include them in the appropriate tabbed section.
 - Vendor Information and Signature Form

- Proposed Fee Schedule
- Non-Collusion Affidavit
- Public Entity Crimes Form
- Drug-Free Workplace Certificate
- Real Estate Contract Agreement
- Conflict of Interest Statement
- Certificates of Insurance
- W-9 Form
- Proof of Residence

Tab 6: Additional Material

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

SECTION XVIII. EVALUATION CRITERIA

Experience and Background	0-20 points
Project Understanding and Technical Approach	0-20 points
References	0-15 points
Respondent - Strength of firm qualifications, experience and understanding of Columbia County–	0-20 points
Location	0-5 points
PROPOSED FEE SCHEDULE	0-20 points*
Total	0-100 points

*Points are assigned per Purchasing Policy guidelines

County Staff will be responsible for ensuring all submittals responded to the RFP accordingly and have provided all the necessary information to be considered “responsive.” This includes handing qualifications in by the time and date specified earlier in this request. The County will establish an evaluation committee to review the submittals and rank them according to the point system explained above. The evaluation committee will then make a formal recommendation to the County Board for approval.

SECTION XIX. RESPONSE FORMS

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 <input type="checkbox"/> LLC
Date and State of Incorporation	DATE: _____ STATE: _____
Name of partnership or joint venture	

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

Authorized Signature:
Printed Name:
Title:
Date:

PROPOSED FEE SCHEDULE

The fees for this solicitation is calculated at an hourly rate for the work described herein.

- 1. Acquisition Services Hourly Rate \$ _____
- 2. Brokerage Services Compensation Percentage _____ %
- 2. Please identify time increments of payment _____
(monthly, quarterly, annually)
- 3. List Additional Fees and Services \$ _____
\$ _____
\$ _____

- TOTAL PROPOSED FEE** \$ _____

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

Company/Firm: _____ Date: _____

Address: _____

Phone No.: _____

Email: _____

Signature: _____

Print Name/Title: _____

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 _____

Public Entity Crimes Statement

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:

2. This sworn statement is submitted by _____
[Name of entity submitting sworn statement]
whose 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(1)(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(1) (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(1) (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(1) (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 herein, 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 _____

Drug-Free Workplace Certification

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.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this 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 _____

Conflict of Interest Statement

STATE OF _____
COUNTY OF _____

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

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 _____, titled “_____”

1. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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

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 _____

**COLUMBIA COUNTY AGREEMENT NO. RFP 2023-J
REAL ESTATE BROKERAGE SERVICES AGREEMENT
COLUMBIA COUNTY, FLORIDA AND _____**

This AGREEMENT for Real Estate Brokerage Services by and between **Columbia County, Florida**, by and through its Board of Commissioners, (hereinafter "County") with its principal office at 135 NE Hernando Avenue, Lake City, Florida 32055 and _____, a Florida limited liability company (hereinafter "____"), with its principal office at _____.

**ARTICLE I
TERM**

This Agreement shall be for a period of three (3) consecutive years beginning on June 1st, 2023, unless terminated earlier as provided herein. At the end of the initial term, this Agreement may be renewed on an annual basis for two additional one- year terms at County's sole discretion, based on continued satisfactory performance by _____.

**ARTICLE II
SCOPE OF SERVICES**

1. County's Acquisition Agent

_____ will act as the County's Acquisition Agent for the negotiation and acquisition of real property in conformity with the Property Acquisition Guidelines listed within RFP 2023-J. Acquisitions include both right-of-way acquisition from private property owners in connection with County infrastructure and road projects as well as acquisition of tracts of real property offered for sale by third parties. _____ will be compensated at an hourly rate(s) as shown in the Article III. However, where a seller has placed the property into the Multiple Listing Service ("MLS"), _____ will be compensated with a commission on the sale (of that property only) as a buyer's agent would be in any other transaction.

2. Real Estate Brokerage Services

- a. From time to time during the term of this Agreement, the County may declare real property that it owns as surplus real property pursuant to statutory provision. The parties acknowledge that not all real properties declared surplus by the County will be subject to this agreement. _____ shall, as requested by County in its sole discretion, list and sell those real properties that have been declared as surplus by the County. Such requests to _____ will come in the form of an appropriate task order issued by the County. _____ shall have the exclusive right to sell any realty so referred during the term of the task order. _____ agrees to make diligent and continued efforts to solicit a purchaser in the form of a highest bidder for the Property in accordance with the Columbia County Purchasing Policies, specifically Section 308.6 of said Policies. All properties will be sold "As Is" to the highest bidder. All properties will be offered to any person without regard to race, color, religion, sex, handicap, familial status, national origin, or any other factor protected by federal, state, or local law.
- b. Each individual property assignment shall be the subject of a supplement to this Agreement, and shall be designated "Task Order No. _____" the "number" being in accordance with the sequence in which the assignments are made. Task orders issued by the County shall include a legal description of the property, address, (if applicable), minimum length of advertising time, minimum pricing determination and such other information deemed necessary by the County.
- c. Any offer made through _____ shall be brought to the Board of County Commissioner in the form of a purchase agreement. Upon approval of the purchase agreements, the County Attorney shall administer the title transfers, closing and land/building leases.
- d. Procurement of a written offer on the property meeting the minimum criteria set forth in any task order

does not obligate the County to sell.

- e. In determining the terms and conditions of the disposal of surplus property the Board designee shall take into consideration the following factors:
 - (1) The appraised or assessed value of the real property. In the likelihood the assessed value appears to be low, a Comparative Market Analysis (CMA) report may be used for valuation purposes.
 - (2) The condition of the real property, and the extent to which the party seeking to acquire the property will have to expend funds to make the property usable, rezoning issues excluded, or, to bring the property, if improved, into compliance with the Columbia County Building Code; and
 - (3) The proposed use of the party seeking to acquire the property.
- f. In no event shall the disposition of surplus property violate the County Comprehensive Plan or the zoning regulations of the County.

**ARTICLE III
COMPENSATION**

- 1. For Acquisition Services, _____ will be paid at the hourly rate of **\$xx,00/hour**.
- 2. For Brokerage Services, _____, shall be compensated based on **xx percent (x%)** of the final Board approved purchase price as compensation for finding a buyer that is ready, willing, and able to purchase the Property upon the terms and conditions acceptable to the Board. The compensation shall be due and payable at the closing of the transaction. Compensation for Acquisition Services shall be paid at the rates specified; if Agent/Firm inexcusably fails to complete Task Orders within a mutually agreed upon time payment shall result in liquidated damages for delay and not as a penalty, an amount calculated at the rate of one (1%) of the work/purchase order price per calendar day for the first seven (7) day, and then two (2%) for each day thereafter for failure to meet the required date of completion.

**ARTICLE IV
STANDARD OF CARE**

_____ shall perform the services outlined under Article II of this Agreement consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions (the "Standard of Care") and consistent with said Standard of Care, and as more specifically established in subsequent Task Orders in a timely manner consistent with the assignment schedules as mutually agreed upon by the County and _____ commencing upon written authorization by the County to proceed with the assignment and terminating upon sale of the property.

**ARTICLE V
CHANGES IN THE TASK ORDER**

County shall have the right at any time during the progress of a particular Task Order to increase or decrease the properties to be listed.

**ARTICLE VI
ASSIGNMENT/TRANSACTIONAL BROKER**

_____ shall not assign or transfer any task order under this Agreement without the written consent of the County. Nothing herein shall prohibit _____ from cooperation with and compensation to other brokers in accordance with applicable law. However, any compensation paid to other brokers shall come solely from the compensation due to _____ under this agreement. Due to certain events, the Broker may be required to act as the only licensee involved between the County and a buyer to facilitate the transaction between the parties. Under such circumstance, the Broker shall disclose to County its intention to act as a transaction broker or similar role. If a buyer is procured by _____, or by a licensee in the same _____ agency, the County consents to _____ acting in such a role and agrees to allow _____ to collect compensation from the Buyer or other parties. While performing this role, _____ agrees to conduct themselves in a manner that does not adversely affect the County or Buyer in any way, including, but not limited to, suggesting the County may be

willing to sell for a lesser price, suggesting the Buyer may be willing to pay more than an offer that is made or suggested, or disclosing any type of financial information that would negatively affect the other party. In no event shall price be agreed or negotiated as all property shall sell through an open, competitive auction.

**ARTICLE VII
TERMINATION**

The provisions of this Agreement may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

1. In the event the County causes abandonment, termination, or suspension of this Agreement or any Task Order(s) hereunder, _____ shall be compensated for reasonable associated costs incurred in the listing of the property up to the time of such termination on a quantum meruit basis and documents regarding the agreement task order or associated transaction shall remain the property of the County.
2. In the event _____ terminates this contract without cause, the County shall have full authority to appropriate or use all data prepared or obtained under a specific Task Order under this Agreement and may enter into an agreement with others for the completion of the work under this agreement. All costs and damages incurred by the County because of such termination by _____, including any additional commission expense to others incurred to complete task order work under this agreement shall be charged to _____. In the event, the commission expense so incurred by the County is less than the sum which would have been payable to _____ it had completed the task order, _____ shall NOT receive the difference. In case the commission expense exceeds the sum, which would have been payable under the contract, then _____ shall be liable to pay the County such excess.

**ARTICLE VIII
ACCESS TO RECORDS/PUBLIC RECORDS**

The County and any duly authorized representative shall have access to any books, documents, papers and records of ___ which are directly pertinent to a specific property or Task Order under this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. Further, ___ understands that the public shall have access, at all reasonable times, to all documents and information pertaining to County contracts, subject to the provisions and limitations of Chapter 119, Florida Statutes, and agrees to allow access by the County and the public to all documents subject to disclosure as prescribed under applicable law except to those documents properly marked by ___ as privileged and confidential. _____ shall maintain all contract or task order records for five (5) years after the termination of this agreement whether by expiration or other termination or and after all other pending matters are closed, whichever is later.

Pursuant to Florida Statutes section 119.0701, _____ agrees:

- a) To keep and maintain public records required by the County to perform the services herein;
- b) Upon request from the County's custodian of public records, the provide the County with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Florida law;
- c) To 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 contract term and following completion of the contract if _____ does not transfer the records to the County; and
- d) Upon completion of the contract, to transfer, at no cost to the County all public records in possession of _____ or keep and maintain public records required by the County to perform the service. If _____ transfers all public records to the County upon completion of the contract, then _____ shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If _____ keeps and maintains public records upon completion of the contract, _____ shall meet all applicable requirements for retaining such public records. All records stored electronically must be provided to the County, upon request from the County's custodian of

public records, in a format that is compatible with the information technology systems of the County.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-758-1326, bccadmin@columbiacountyfla.com.

**ARTICLE IX
NO THIRD-PARTY RIGHTS**

This Agreement shall not create any rights or benefits to parties other than the County and _____. No third party shall have the right to rely on _____ opinions rendered in connection with the Services without the written consent of _____ and the County and the third party's agreement to be bound to the same conditions and limitations as the County.

**ARTICLE X
INDEMNIFICATION**

_____ shall indemnify County for any damage, injury or loss claimed by a third-party claimant to the extent caused by the negligence, or willful misconduct of __, its employees, agents and cooperating brokers. In no event shall the County waive any defense of sovereign immunity available to it under any law or statute.

**ARTICLE XI
APPLICABLE LAW AND VENUE**

In the event that any action or proceeding is brought to enforce the terms of this Agreement, Florida law shall apply. The parties agree that venue shall only be proper in the state court of appropriate jurisdiction located in Columbia County, Florida, and the prevailing party shall be entitled to recover the cost of the action, including reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on this 1st day of June, 2023.

ATTEST

**COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
James M. Swisher Jr.
Clerk of Court

By: _____
Rocky Ford, Chairman

Company Name

By: _____
Name , Title

Certificates of Insurance

Please attach proof of insurance.

W-9 Form

Please attach W-9 form.

Proof of Residence

If the Respondent is claiming local preference, then the Respondent shall provide proof of residence.

A local business shall mean an individual entity whose primary residence is within Columbia County; a partnership entity where at least one of its principals is a resident of Columbia County; and Florida corporation entity or other business entity whose principal place of business is within Columbia County, or which maintains a full-time business office open to the public within Columbia County, Florida, and at least one of its officers or directors or shareholders is a resident of Columbia County, Florida. (Section 304.6.3(c) of the Columbia County Purchasing Policies and Procedures)