



**CITY OF MARIANNA
2895 JEFFERSON STREET
MARIANNA, FL 32446**

**REQUEST FOR PROPOSALS
REALTOR SERVICES**

RFP NO. 2026-6

**City of Marianna
Request for Proposals
2026-6
Realtor Services**

The City of Marianna is seeking proposals from qualified and experienced realtors to assist the city. Applicants must demonstrate the requisite knowledge, experience, technical expertise, and qualifications to perform the services requested under this RFP. The proposal shall be responsive, consistent with the technical format outlined and the appropriate form(s) completed.

RFP NUMBER: 2026-6 RFP NAME: Realtor Services

DEADLINE: Thursday, July 9, 2026 @ 2:00PM CST

Questions regarding these documents must be directed to **William Long, City Manager** at Marianna City Hall. Questions must be submitted in writing and may be emailed to wlong@mariannafl.city by 2:00 PM Central, June 25, 2026. We appreciate your interest in this request and look forward to working with you.

WE <u>DO</u> INTEND TO PARTICIPATE IN THIS PROPOSAL REQUEST	
We <u>DO NOT</u> intend to participate in this proposal request; However, we would like to remain on the City of Marianna Vendor listing.	
THIS PROJECT DOES NOT REQUIRE A CONTRACTOR PRE-BID MEETING	N/A

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Contact Person: _____
PRINTED NAME

SIGNATURE

DATE

**Please return this Invitation to Participate immediately upon receipt.
This form can be sent via email to wlong@mariannafl.city.**

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Instructions to Proposers

**Some of the instructions below may not apply to all projects.
The scope of work/specifications shall control any conflicting provisions.**

INTRODUCTION

The City of Marianna (City) seeks proposals from qualified realtor firms or qualified individuals to provide the realtor services needed and required by the Commissioners and City Manager. Work shall be performed in accordance with Exhibit 2 Scope of Work.

QUALIFICATION

Contractors and Contractor Staff/Firm shall be licensed, certified, or otherwise authorized to sell or broker real estate in Florida.

Proposals may be deemed non-responsive if not accompanied by proof of licensure.

PROPOSAL DEADLINE/DELIVERY

SEALED PROPOSALS for RFP NO: 2026-6, Realtor Services will be received and accepted by the City of Marianna at City Hall, Attn: Clerk Office, 2895 Jefferson Street, Marianna, FL 32446 up until 2:00 pm (Central) Thursday, July 9, 2026. **Sealed submittals must include one (1) original, five (5) copies. Additionally, one electronic copy must be submitted by USB drive or centralbidding.com.** Proposals shall be enclosed in a sealed envelope bearing **the title of the work, the name of the proposer and the date for opening.** It is the sole responsibility of the proposer to ensure that the proposal is received on time. Proposals will be publicly opened immediately following the deadline. Each proposal shall be valid to the City for a period of ninety (90) days after the proposal opening.

Electronic Proposals may be submitted at Central Bidding (www.centralbidding.com).
REMINDER: Proposers must also send one (1) original and five (5) paper copies.

Special Accommodation: Any person requiring a special accommodation at a proposal opening because of a disability should call William Long at 850-482-4353 at least five (5) workdays prior to the Proposal opening.

PROPOSAL DOCUMENTS

Specifications and official RFP Documents can be accessed online at Central Bidding (www.centralbidding.com). For questions related to the electronic proposal process, please call Central Bidding at 225-810-4814. Electronic proposals may be submitted at Central Bidding (www.centralbidding.com).

Solicitation documents or other materials may also be obtained from Marianna City Hall, 2895 Jefferson Street, Marianna, FL 32446.

For those projects with materials that cannot be accessed through the internet, the City will make a good faith effort to ensure that all registered proposers (those who have been registered as receiving a proposal package) receive the documents.

POINT OF CONTACT

William Long, City Manager will be the only point of contact for this RFP. Under no circumstances may a proposer contact any City Commissioner or City employee concerning this RFP until after award. Any such contact may result in disqualification.

QUESTIONS

Proposers shall submit all questions, in writing, to William Long, City Manager at wlong@mariannaf1.city. All questions shall be submitted no later than 2:00 pm (Central) on Thursday, 6/25/2026.

ADDENDA

If any addenda are issued after the initial specifications are released, the City will post the addenda at www.centralbidding.com.

It is the responsibility of the proposer prior to submission of any proposal to check the above website(s) or contact William Long to verify any addenda issued. The receipt of all addenda must be acknowledged on the addenda response sheet.

PROPOSAL FORM

To receive consideration, all proposals shall be made on the forms provided, properly executed and with all items filled out. Do not change the wording of the Proposal Form and do not add words to the wording of the Proposal Form. No conditions, limitations or provisions will be attached or added to the Proposal Form by the proposer.

No proposer shall be permitted to correct a proposal mistake after proposal opening that would cause such proposer to have the best proposal, except for the correction of errors in extension of unit prices in the proposal. In such cases, the unit price proposal shall not be changed and shall prevail.

WITHDRAWAL OF PROPOSAL

Any proposer may withdraw their proposal, either personally or by written request, at any time prior to the scheduled time for opening proposals. No proposer may withdraw their proposal for a period of 90 days after the date for opening and all proposals shall be subject to acceptance by the City during this period.

CANCELLATION

The City may cancel this RFP, or reject in whole or in part, when it is in the best interests of the City, as determined by the City Commissioners. Notice of cancellation shall be posted on the City website. The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

BASIS OF AWARD

The contract will be awarded to that proposer whose submittal complies with all material

requirements set forth in this RFP that is selected by City Commissioners as the most highly qualified proposer who submits pricing and qualifications that are determined to be fair and reasonable.

RIGHT TO REJECT

The City reserves the right to:

- a. reject any or all submittals received;
- b. select and award any portion of any or all submittal items;
- c. waive minor informalities and irregularities in the proposer's submittal.

A Proposal may be rejected if it is non-responsive or does not conform to the requirements and instructions in this RFP. A Proposal may be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional Proposals, incomplete Proposals, indefinite or ambiguous Proposals, failure to meet deadlines and improper and/or undated signatures. Other conditions which may cause rejection of Proposals include evidence of collusion, obvious lack of experience or expertise to perform the required work, submission of more than one Proposal for the same work from an individual, Proposer or corporation under the same or a different name, and/or failure to perform or meet financial obligations on previous contracts. Proposals may be rejected if not delivered on or before the date and time specified as the due date for submission of the Proposal.

EXECUTION OF AGREEMENT

The successful Firm shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to City Hall all required contract documents. The awarded Contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by the City of Marianna Risk Management Office before the successful Firm may proceed with the work.

The execution of the contract shall be contingent upon awarded contractor obtaining all applicable building permits.

LICENSING

Proposer shall be properly licensed for the work specified in this solicitation. All proposers are requested to submit any required license(s) with their proposal. License(s) must be effective as of the proposal opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the proposal as nonresponsive.

EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute section 286.0113(2), any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from public meeting requirements. However, the City must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution, until such time as the agency provides notice of an intended decision

or until 30 days after opening the bids, submittals, or final replies, whichever occurs earlier. If the City rejects all bids, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from section 119.07(1), Fla. Stat. (2015) and section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, submittals, or replies.

REPRESENTATIONS

The contract documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the City for any other person shall not affect the risks or obligations assumed by the bidder or relieve the bidder from fulfilling any of the conditions of the contract.

SUBCONTRACTORS

The Contractor will be the prime service provider and shall be responsible for all work performed and contract deliverables. Proposed use of subcontracts should be included in the Proposer’s Response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the City.

The City reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the awarded contractor.

BID PROTEST

A notice of protest must be submitted in accordance with the City of Marianna Purchasing Policy

The protest must be in writing, via e-mail or letter and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest. The notice of protest is considered filed when it is received by William Long. Further information can be found in the City of Marianna Purchasing Policy.

ANTICIPATED SCHEDULE

This schedule may be altered solely at the City’s discretion:

RFP Advertisement	Thursday, 06/11/2025
Questions Due Date	Thursday, 06/25/2026
Proposal Deadline	Thursday, 07/09/2026
Board Meeting for recommended award	Tuesday, 08/04/2026

REQUIRED PROPOSAL INFORMATION

State the full legal name and organizational structure of the firm. Include the business address, phone number and realtor(s) to be assigned to the City of Marianna’s account. Indicate and discuss the location of your office and the distance of said location from Marianna, Florida.

State whether the applicant is in good standing with the State of Florida Department of Business & Professional Regulation and registered as a broker or realtor in the state of Florida.

Explain how the City will be kept informed in a timely manner of any changes that affect its operation.

Provide at least three (3) professional references with the contact person's mailing addresses and telephone numbers. It is preferred that said references can speak to your history in working with sale of bulk or surplus properties or experience with government agencies.

Disclose any current or past employment or contractual relationship with the City, any City employee or Board Member. Disclose any potential conflict of interest not identified above.

Submit any additional information not specifically requested herein above that you deem pertinent to the RFP.

PROPOSAL CHECKLIST

Please submit the items on the following list and any other items required by any section of this request for proposals. The checklist is provided as a courtesy and may not be all inclusive of items required within this Request for Proposal.

- _____ ONE ORIGINAL, FIVE COPIES, AND ONE ELECTRONIC SUBMISSION
- _____ PROPOSAL FORM
- _____ ADDENDUM ACKNOWLEDGEMENT
- _____ ANTI-COLLUSION CLAUSE
- _____ CONFLICT OF INTEREST DISCLOSURE FORM
- _____ IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
- _____ CONTRACTOR'S LICENSE

**ATTACHMENT 1
REQUIRED PROPOSAL FORMS**

PROPOSAL FORM
RFP NO: 2026-6

This proposal of _____, hereinafter called "PROPOSER," organized and existing under the laws of the State of _____ doing business as _____ (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the City of Marianna, hereinafter called "OWNER."

In compliance with the Advertisement for Proposals, PROPOSER hereby proposes to perform all work, as detailed in this bid.

By submission of this PROPOSAL, each PROPOSER certifies, and in the case of a joint PROPOSAL each party thereto certifies as to its own organization, that this PROPOSAL has been arrived at independently, without consultation, communication or agreement as to any matter relating to this PROPOSAL with any other PROPOSER or with any other competitor.

Contractor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

Submitted By: _____
Name of Firm/Contractor Submitting This Proposal

Proposal Prepared By: _____
Name of Individual Who Prepared This Proposal

Contact Email: _____

Address: _____

Phone: _____

General Contractor's License No. _____

Signature of Authorized Representative of Firm/Contractor Date

SEAL: (If proposal is by Corporation)

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

ADDENDUM NO. _____

DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 482-4353 and ask for William Long or email wlong@mariannafl.city prior to submitting your bid to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Marianna Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a city employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the City for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:

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.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees 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 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.

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 an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free workplace program at this time.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

EXHIBIT 1
GENERAL TERMS AND CONDITIONS

1. Prospective Bidders must be able to show that they are capable of performing each of the various tasks required by the City. The proposer shall be licensed as a Contractor when required by state law
2. Such license shall be in effect prior to the date and time specified for receipt of bids by the City.
3. Should the bidder to whom the award of contract was made, fail to retain relevant licenses then award will then be given to the next bidder selected by the City with a qualified bid.

4. CONTRACTOR RESPONSIBILITIES

a. The Contractor shall relieve the City from any and all claims arising from claims by holders of trademarks, patents or copyrights used or incurred by the Contractor in performing the work.

5. EVALUATION/SELECTION OF PROPOSALS – A Review Committee will evaluate all proposals as described below:

1. The Committee will evaluate the proposals which meet the minimum submission criteria based upon qualifications and conduct discussions with those firms deemed to be the most qualified to provide the services requested. Each of the firms will be required to execute the Truth-in-Negotiation certificate as defined in Florida Statutes 287.055. Selection as best qualified will be based on the following considerations:

1. Responsiveness of the proposal clearly stating an understanding of the work to be performed for the City.
2. Firm's reputation and competence, including an understanding of the work to be performed for the City. Submission of Firm/Personnel Biography's will be used to determine this.
3. Financial responsibility.
4. Past record of professional accomplishments.
5. Qualifications of personnel assigned to the program.
6. Firm's capability to meet schedules.

2. Review of all proposals received will proceed as follows:

1. The Review Committee will review all written documents submitted.
2. The Committee's ranking of prospective firms shall be based on the firm's capabilities, ability, adequacy of personnel, past record, recent experience, and current workload.
3. The Selection Committee shall not have the authority to disqualify any proposal and their input shall be advisory only. The final decision on the selection of the firm shall be made by the Board of City Commissioners.

3. Presentation of the rankings, selections, agreements, and proposed contracts will be made to the City Commissioners in accordance with the Purchasing policy related to the acquisition of services.

4. No Contact Clause – Direct or indirect contact with any of the Review Committee members is NOT allowed. The City Commissioners have established a solicitation policy (No Contact Clause) that prohibits oral and written

communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Request for Qualifications) issued by the Board through the City Purchasing Department. The period commences when the procurement document is received and terminates when the City Commissioners approves an award. Selection will be based on professional qualifications and experience.

Note: For bidders' convenience, this certification form is enclosed and is made a part of the bid package.

5. Upon approval of the agreement by the Board, execution of a formal written agreement prior to commencement of the work associated with the contract. The contract shall be for a one-year term with a 30-day without cause termination clause.

6. Negotiations between the City Manager and the priority vendors (the vendors ranked highest on the Board approved short list) will proceed as follows:

a. Negotiations will be held with the highest ranked vendor on the priority list.

b. If no tentative agreement can be reached with the first vendor, then negotiations will commence with the second vendor on the short list.

c. If no tentative agreement can be reached with the second vendor, then negotiations will commence with the third vendor.

d. If no tentative agreement is reached with the third vendor, then the Committee shall return to the Board to report such and recommend that a new short list be established from among the other proposal submittals. If for any reason said procedure is not feasible, the Committee shall seek commission approved direction as to how to proceed further.

e. The City of Marianna reserves the right to negotiate contracts with one or more firms for these services.

PUBLIC ENTITY CRIME INFORMATION - A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

The engagement of certain professional services, including those required by this Request for Proposals, is exempt from the provisions of the Administrative Procedure Act, Chapter 120, Florida Statutes, as amended, and therefore are not to be subject to the appeal process therein described at any time during the solicitation period.

RIGHT TO WAIVE & REJECT

1. The Commissioners, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Commissioners, to complete or perform any City contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner.

2. There is no obligation on the part of the City to award the proposal to the lowest proposer, and the City reserves the right to award the proposal to the proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the City of Marianna. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

3. The City Commissioners reserves the right to waive any informalities or reject any or all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgement will best serve the interest of the City.

4. The City Commissioners specifically reserves the right to reject responses that are impossible to determine the true amount of the proposal.

DISQUALIFICATION OF PROPOSER

Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:

1. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

2. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.

3. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the City until such participant shall have been reinstated as a qualified proposer.

4. Uncompleted work which in the judgement of the City might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

6. Default under previous contract.

DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

REGULATIONS & ORDINANCES – The proposer is required to be familiar with all Federal, State, and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the proposer shall in no way relieve proposer from responsibility.

PROHIBITION AGAINST CONTINGENT FEES – Florida Statute 287.6.a. requires the following statement, duly signed and notarized, be included in each submittal:

“The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement that he or she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the respondent, any fee, commission or percentage, gift or other consideration contingent upon or resulting from award or making of this agreement.”

PAYMENT – The contractor shall be paid upon submission of invoices, through the requesting department, to the City of Marianna, Finance Office, 2895 Jefferson Street, Marianna, FL 32446. The prices stipulated here for articles delivered and accepted.

INFORMATION – Any questions should be directed to William Long at wlong@mariannaf.lcity. Any changes by City to specifications shall be in writing in the form of an addendum and furnished to all proposers who have returned the Invitation To Participate form. Verbal information obtained otherwise will not be considered in awarding of proposals. **Proposers must understand that they are not allowed to contact the Selection Committee members for information.**

PROPOSAL OPENING – Proposal Opening shall be open to the public on the date and time specified on the proposal invitation. It is the proposer’s responsibility to assure that their proposal is delivered at the proper time and place. Offers by telegram, facsimile or telephone is **NOT** acceptable.

Note: Marianna, Florida is “not a next day guaranteed delivery location” by delivery services.

SAMPLE RANKING SHEET
2026-6 Realtor Services

	Firm #1	Firm #2	Firm #3
Qualifications and Relevant Experience (25 Points)			
Understanding of the Services to be Provided and Implementation of Services (25 Points)			
Quality of References (25 Points)			
Fee Schedule (25 Points)			
Total Possible Points (100 Points)			

EXHIBIT 2 SCOPE OF WORK

Scope of Services

Surplus and Leasing Activities

- The successful bidder shall receive and respond to inquiries for the sale, lease or disposal of surplus real property, including routing requests to declare property as surplus.
- Recommend lease agreements, when appropriate, to the City and prepare the necessary documents for legal review and execution. To include preparation, writing of addenda/amendments, and other documentation to reflect specific conditions of leasing.
- Track leased parcels and report status on assigned surplus property.
- Provide all other real property surplus services as required, including preparation and posting of surplus properties in accordance with the law, seeking and receiving requests for proposals from qualified buyers, and adhering to the real property disposition procedures of the City Code of Ordinances.

Real Estate and Closing Services

- Provide, from a qualified professional real estate broker to represent the City in the sale, purchase, lease and management of properties as needed. This includes providing consultation on real estate transactions, title issues, appraisals, surveys, and other related services.
- Obtain the estimated amount of taxes due and arrange for the amount to be held in escrow by the Tax Collector in accordance with Section 196.295, Florida Statutes, as amended.
- Provide title insurance commitments and policies upon request.
- Handle miscellaneous City right of way donations/transfers when properties are donated (via developer donations or other transfer means), where title insurance will be issued using the Property Appraiser's value, if necessary, coordinate the closing, and prepare closing document utilizing City approved forms.
- Prepare the Settlement Statement for review and prepare all other closing documents utilizing City approved forms.
- Notify City when buyer or seller changes, manipulates, or revises any City approved closing forms.
- Provide any closing documents well in advance to City for review and approval. If the City is the buyer, provide the Settlement Statement at least ten (10) business days prior closing to request funding.
- Meet with City as needed as to the status of pending closings to discuss any issues or concerns related to the closing(s).
- Conduct real estate closings which shall take place at the closing agent or City's offices unless otherwise requested by the City.
- Advise the City if there are any problems surrounding the closing, including the need for assistance in obtaining clear title.
- Issue and deliver the final Owner's Policy and the original recorded Warranty Deed to the City, if applicable.

- Provide a copy of all signed documents to all parties to the transaction.
- Obtain partial releases, satisfactions, and other information required for closing.
- Ensure that all federal state, local, and Internal Revenue Service requirements are complied with in connection with the closing.
- Provide services in complex real estate transactions when requested by City, including assistance with obtaining clear title
- Perform Title Searches or other real estate related services, as needed upon request by City.

EXHIBIT 3
CONTRACTOR'S RESPONSE TO RFP 2526-06

**EXHIBIT 4
CITY OF
MARIANNA
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

2. DRUG FREE WORKPLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the City of Marianna, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the City Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the City is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the City can exercise its right to bar all of the contractor's, subcontractor's, vendors, or consultants' employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the City's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the City, on policies and with insurers acceptable to the City. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities but are merely minimums.

b. Except for workers' compensation, the Contractor waives its right of recovery against the City, to the extent permitted by its insurance policies.

c. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

d. Insurance required of the Contractor, or any other insurance of the Contractor shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

e. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide the City an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

f. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

g. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

h. **BUSINESS AUTO LIABILITY COVERAGE**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

i. **EXCESS OR UMBRELLA LIABILITY COVERAGE**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

j. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the CITY OF MARIANNA, 2895 JEFFERSON STREET, MARIANNA, FL 32446. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the City by the Contractor.

2. New Certificates of Insurance are to be provided to the City at least 15 days after coverage renewals.

3. If requested by the City, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

k. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the City requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. The minimum coverage amount shall be \$1,000,00.00.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.