

**ESCAMBIA COUNTY, FLORIDA**

**REQUEST FOR PROPOSALS**

**Escambia County Landscape Maintenance**

**SOLICITATION NUMBER PD 18-19.093**

**Responses will be received until 3:00 PM, CDT, October 14, 2019**

**A non-mandatory pre-solicitation conference will be held at  
1:00 PM, CDT, on September 24, 2019**

**ESCAMBIA COUNTY OFFICE OF PURCHASING**

**213 Palafox Place  
2<sup>nd</sup> Floor, Matt Langley Bell III Building  
Pensacola, FL 32502**

**Board of County Commissioners**

**Lumon J. May, Chairman  
Steven Barry, Vice-Chairman  
Robert Bender  
Jeff Bergosh  
Douglas B. Underhill**

**From:**

**Paul R. Nobles  
Purchasing Manager**

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All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

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**Assistance:**

Jeffrey Lovingood  
Purchasing Coordinator  
Phone: 850-595-4953  
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing  
213 Palafox Place, 2<sup>nd</sup> Floor  
Matt Langley Bell III Building  
Pensacola, FL 32502

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

**SPECIAL ACCOMODATIONS**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida  
Request for Proposals  
Proposer's Checklist  
**Escambia County Landscape Maintenance  
Solicitation Number PD 18-19.093**

**HOW TO SUBMIT YOUR PROPOSAL**

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- The County requests that, whenever possible, electronic copies submitted to the County be ADA compliant.

**THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:**

- Proposal response – One (1) original and one (1) electronic copy.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the “Insurance Requirements” portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at <http://www.sunbiz.org/search.html>)

**BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:**

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

**THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:**

- Certificate of Insurance
- Signed Agreements

**HOW TO SUBMIT A “NO PROPOSAL”:**

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter “No Proposal” in the “Reason for no Proposal” block, the firm’s name, firm’s address, and signature of a person authorized to sign on behalf of the firm.

**Escambia County Landscape Maintenance  
PD 18-19.093**

**REQUEST FOR PROPOSALS**

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**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),  
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(Print Name of Public Entity)

By \_\_\_\_\_  
(Print Individual's Name and Title)

For \_\_\_\_\_  
(Print 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: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 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.

- c. I understand that a "person" as defined in Paragraph 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 binding contract and which bids or applies to bid 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.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its 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.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_. Personally known \_\_\_\_\_ OR produced identification \_\_\_\_\_  
Notary Public: State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

**DRUG-FREE WORKPLACE FORM**

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

\_\_\_\_\_ does:  
(Name of Business)

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 danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas 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.
5. Impose a sanction on or require the satisfactory participation in a drug 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 Paragraphs One (1) through Five (5).

**Check One:**

\_\_\_\_\_ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**



**Information sheet for Transactions and Conveyances Corporate Identification**  
(Page 2 of 2)

**Federal Employer Identification Number:** \_\_\_\_\_

**Contact Person for the Company:** \_\_\_\_\_

**Contact Email:** \_\_\_\_\_ **Contact Phone:** \_\_\_\_\_

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

**Name of Individual Who Will Sign the Instrument on Behalf of the Company:**

\_\_\_\_\_  
(Spelled exactly as it would appear on the instrument.)

**Title of the Individual Named Above Who Will Sign on Behalf of the Company:**

\_\_\_\_\_

**END**

**Verified By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

**The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.**

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at [purchasing@myescambia.com](mailto:purchasing@myescambia.com).

**Note:** Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

**Bid Information:** See Escambia County Office of Purchasing web site at [MyEscambia Web Site](#) then click "Solicitations."

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
  - 5.01 Taxes
  - 5.02 Discounts
  - 5.03 Mistakes
  - 5.04 Condition and Packaging
  - 5.05 Safety Standards
  - 5.06 Invoicing and Payment
  - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturer's Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
  - 9.01 County Procedure on Acceptance of Gifts
  - 9.02 Contractors Required to Disclose Any Gift Giving
  - 9.03 Gratuities
10. Awards
11. Non-Conformation to Contract Conditions
12. Inspection, Acceptance, and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability

**The following General Terms and Conditions are incorporated by reference (continued)**

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(s) Must Provide
25. Addition/Deletion of Items
26. Ordering Instructions
27. Public Records
28. Delivery
29. Samples
30. Additional Quantities
31. Service and Warranty
32. Default
33. Equal Employment Opportunity
34. Florida Preference
35. Contractor Personnel
36. Award
37. Uniform Commercial Code
38. Contractual Agreement
39. Payment Terms/Discounts
40. Improper Invoice; Resolution of Disputes
41. Public Entity Crimes
42. Suspended and Debarred Vendors
43. Drug-Free Workplace Form
44. Information Sheet for Transactions and Conveyances
45. Copies
46. License and Certifications – For access to Certification/Registration Form for Doing Business in Florida, go to the Department of State, Division of Corporations: [Florida Sunbiz Search](#)
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. On-Line Auction Services

## SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer' to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgement is from the lowest, most responsible, and responsive Offeror(s).

### Instructions to Offerors

#### 1. General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed or delivered to the Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

**Specification Number PD 18-19.093, Escambia County Landscape Maintenance, Name of Submitting Firm, October 14, 2019 at 3:00 PM, CDT.**

**Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the specification Number and Project Name.**

Regardless of the method of delivery, each Offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The following policy will apply to all methods of source selection:

#### **A. Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

#### **B. Definitions**

***Blackout Period*** means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board

awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

**C. Sanctions**

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/disqualification of submittal;
- 2) Termination of contract; or
- 3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

**2. Procurement Questions**

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be September 30, 2019 at 5:00 PM CDT.

**3. Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, FL 32502, September 24, 2019 at 1:00 PM, CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

**4. Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

- A. The chemical name and the common name of the toxic substance.

- B. The hazards or other risks in the use of the toxic substance, including:
  - 1. The potential for fire, explosion, corrosiveness and reactivity;
  - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
  - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

**5. Codes and Regulations**

The awarded vendor and all equipment to be utilized shall strictly comply with all federal, state and local safety codes.

**6. Payment**

Partial-month billing will not be accepted. Escambia County will pay 100% of the contract price after all service has been performed in a calendar month and accepted by the County. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court  
Attention: Accounts Payable  
221 South Palafox Place  
Pensacola, FL 32502

**7. Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from County property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or

repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evening and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

**8. Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

**9. Price Adjustment**

The contract resulting from this Solicitation may include provisions for price adjustments after twelve(12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price

adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

**10. Changes – Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas.

- A. Description of services to be performed
- B. Time of performance (i.e., hours of the day, days of the week, etc.)
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Office of Purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

**11. Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

**12. Award**

Award shall be made on an "all-or-none total" basis.

**13. Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

**14. Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work).

**Non-Contract Insurance Requirements**

**15. Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

**A. County Insurance Required**

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred", however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County 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.

Except for worker's compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

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

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

**B. Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

**C. 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 general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

**D. General Liability Coverage – 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, broad form property damage coverages, 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.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

**E. 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.

**The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.**

**F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)**

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. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**G. Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability policies.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.

4. Designate Escambia County as the certificate holder as follows:

Escambia County  
Attention: Jeffrey Lovingood, Purchasing Coordinator  
Office of Purchasing, Room 11.101  
213 Palafox Place 2nd Floor  
Pensacola, FL 32591  
Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

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

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

#### **H. Endorsements/Additional Insurance**

The County may require the following endorsements or additional types of insurance.

##### **Termination/Adverse Change Endorsement**

All of contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

##### **Commercial General Liability Coverage Project Aggregate**

Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$\_\_\_\_\_ is required by the County for this agreement or contract.

##### **Motor Truck Cargo Coverage**

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

### **Fidelity/Dishonesty/Liability Coverage – for County**

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

### **Pollution/Environmental Impairment Liability Coverage**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

## **16. Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers, and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

# REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

## **Part I General Information**

- 1-1 Purpose
- 1-2 Objective
- 1-3 Issuing Officer
- 1-4 Contract Consideration
- 1-5 Rejection
- 1-6 Inquiries
- 1-7 Addenda
- 1-8 Schedule
- 1-9 Proposal Content and Signature
- 1-10 Negotiations
- 1-11 Recommended Proposal Preparation Guidelines
- 1-12 Prime Contract Responsibilities
- 1-13 Disclosures
- 1-14 Delays
- 1-15 Work Plan Control
- 1-16 Method of Payment

## **Part II Information Required from Contractors**

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Methodology Used for the Project
- 2-5 Management Plan for the Project
- 2-6 Experience and Qualifications
- 2-7 Cost Proposal

## **Part III Criteria for Selection**

## **Part IV Scope of Work**

## **PART I GENERAL INFORMATION**

### **1-1 PURPOSE**

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to provide landscaping services at specified locations throughout Escambia County.

### **1-2 OBJECTIVE**

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor that is most advantageous to the County.

### **1-3 ISSUING OFFICER**

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Glenn Griffith, Environmental Program Manager. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, Florida, 32502.

### **1-4 CONTRACT CONSIDERATION**

It is expected that the contract shall be a Lump Sum agreement after negotiation, payment for which will be made upon completion of all required services in a calendar month, and when invoiced by the Contractor for all services performed in a calendar month.

### **1-5 REJECTION**

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

### **1-6 INQUIRIES**

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at [JDLovingood@myescambia.com](mailto:JDLovingood@myescambia.com).

### **1-7 ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

**1-8 SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

- A. Mailing (Advertisement) Date.....September 11, 2019
- B. Non-Mandatory Pre-Proposal Conference.....September 24, 2019 at 1:00 PM CDT
- C. Final Date to Submit Questions.....5:00 PM, CDT, September 30, 2019
- D. Receipt of Proposals.....3:00 PM CDT on October 14, 2019
- E. Short-List Meeting.....October 22, 2019 at 10:00 AM CDT
- F. Discussion/Ranking Meeting.....October 29, 2019 at 1:00 PM CDT
- G. First Negotiation with Top-Ranked Firm.....November 12, 2018 at 3:00 PM CST
- H. 2<sup>nd</sup> Negotiation Meeting (If Necessary).....November 14, 2019 at 10:00 AM CST
- I. Target Board Date.....December 05, 2019

**1-9 PROPOSAL CONTENT AND SIGNATURE**

One (1) copy physical copy of the proposal shall be required with original signature having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

One (1) electronic copy of the complete submittal shall be included (CD or flash drive is acceptable). The County requests that, if possible, electronic copies submitted be ADA compliant.

**1-10 NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

**1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or “GBC” type binder with all pages 8.5" x 11" format.

**1-12 PRIME CONTRACT RESPONSIBILITIES**

The selected Contractor shall be required to assume responsibility for all services offered in their proposal. The selected Contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

**1-13 DISCLOSURE**

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

**1-14 DELAYS**

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

**1-15 WORK PLAN CONTROL**

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

**1-16 METHOD OF PAYMENT**

Payment schedule and basis of payment shall be negotiated.

## **PART II**

## **INFORMATION REQUIRED FROM CONTRACTORS**

### **ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL**

#### **2-1 PROPOSAL FORMAT AND CONTENT**

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

#### **2-2 INTRODUCTION**

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

#### **2-3 UNDERSTANDING OF THE PROJECT**

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

#### **2-4 METHODOLOGY USED FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

#### **2-5 MANAGEMENT PLAN FOR THE PROJECT**

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

#### **2-6 EXPERIENCE AND QUALIFICATIONS**

Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a narrative description of the organization of the project team.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

- [a] title,
- [b] resume,
- [c] location(s) where work will be performed,
- [d] itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Provide reference names and phone numbers for similar projects your firm has completed

## **2-7 COST PROPOSAL**

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

**PART III**

**CRITERIA FOR SELECTION**

<p align="center"><b>CRITERIA</b></p>	<p align="center"><b>Maximum Possible Points</b></p>
<p><b>Experience with Public Right-of-Way, Roadway, and Common Ground Landscape Maintenance.</b> The Firm’s experience with standard, general landscape maintenance to include but not be limited to:</p> <ol style="list-style-type: none"> <li>1. As-needed mowing, weeding, and vine removal (mechanical, chemical, and hand pulling).</li> <li>2. As-needed hedge, shrub, and small tree trimming and shaping.</li> <li>3. As-needed irrigation system maintenance and repair.</li> <li>4. As-needed litter and debris removal.</li> <li>5. As-needed horticulture spray services and chemical applications: fertilizers, weed control, and insect control.</li> <li>6. As-needed pine straw cover application in beddings.</li> </ol>	<p align="center"><b>80</b></p>
<p><b>Recent and Current Workloads, Projects, and Jobs</b> (Please provide references):</p> <p>The Firm’s recent and current workload shall be considered in the selection criteria such as how many projects the Firm has under contract as compared to the Firm’s capacity, and how many of those projects are already with the County. The intent of this selection criterion is to provide a fair distribution of projects without loading any one firm with a majority of County projects.</p> <ol style="list-style-type: none"> <li>1. How many projects are active?</li> <li>2. Does the Firm indicate that they have the capacity to perform the work?</li> </ol>	<p align="center"><b>10</b></p>
<p><b>Ability to Effectively Communicate with County Staff and/or Residents as Needed:</b></p> <ol style="list-style-type: none"> <li>1. The Firm should have the ability to effectively communicate and respond to County staff concerning any issues that may arise during the design or the construction phase.</li> <li>2. The Firm should have the ability to effectively communicate with the general public throughout all phases of the project when they express their concerns regarding the project.</li> </ol>	<p align="center"><b>5</b></p>
<p><b>Recognition, Understanding, capability, and resources to Perform the Services Specific to this Project:</b></p> <p>The Firm’s response should demonstrate a clear understanding of the Scope of Work for this project.</p>	<p align="center"><b>5</b></p>
<p align="right"><b>TOTAL</b></p>	<p align="center"><b>100</b></p>

## **PART IV**

## **SCOPE OF WORK**

This project requires landscape maintenance for specified areas throughout Escambia County. The work will include:

### **4-1 BEDDING AREAS**

Twenty-six (26) visits annually (once every other week with no more than fifteen [15] days between visits). Each visit shall include:

- A. Litter pickup for entire area;
- B. Hand pulling weeds and chemical spraying of existing weeds in bedding areas and tree rings;
- C. Treatment of weeds in cracks, crevices, curb joints, and stress fractures;
- D. Tightening of tree stakes and removal – if warranted – of tree stakes after one (1) year of installation;
- E. Debris removal;
- F. Pruning of all shrubs, to be performed two (2) times each year – once in spring and once in fall;
- G. General plant separation between species;
- H. Weed and vine removal from hedges.

### **4-2 TREES**

Twenty-six (26) visits annually (once every other week with no more than fifteen [15] days between visits). Each visit shall include:

- A. Keeping tree trunks clean of sprouts, suckers, etc.;
- B. Keeping tree limbs pruned for clearance up to ten feet (10') for traffic visuals;
- C. Removal of any damaged or dead limbs or branches as needed.

### **4-3 TURF AREAS**

Eighteen (18) visits annually (once every month with no more than thirty-one [31] days between visits; Twice monthly visits during growing season of March-August with no more than 16 days between visits). Each visit shall include:

- A. Mowing all turf areas more than three inches (3") in height, trimming, edging, etc.;
- B. Litter pickup and removal;
- C. Edging along all sidewalk and paved areas.

### **4-4 IRRIGATION**

Six (6) annual visits (once every other month with no more than sixty [60] days between visits). Each visit shall include:

- A. Check of complete irrigation system for proper operation;
- B. Repair and replacement of any irrigation components as needed;
- C. Setting and re-setting (as needed) of irrigation zones for proper seasonal adjustment for timed applications;
- D. Should any damage occur between visits, response to call(s) for service and repair

of damaged equipment shall occur within the next business day.

**4-5 HORTICULTURE SPRAY SERVICES**

Four annual visits (once every three [3] months with no more than one hundred [100] days between visits). Each visit shall include:

- A. Two (2) fertilizations of bedding areas and turf areas annually;
- B. Two (2) pre-emergent herbicide applications in bedding areas;
- C. Three (3) post-emergent herbicide applications in broadleaf grassy and sedge weed species;
- D. Two (2) applications of Ant Bait throughout the area;
- E. Two (2) insect treatments on shrubs and trees for plant sucking and chewing insects;
- F. Two (2) fungicide treatments in shrubs only.

**4-6 PINE STRAW MULCH (Occurring in December)**

Installation of pine straw in bedding areas to be evenly spread at a thickness of or about two-and-a-half inches (2.5"). Pine straw will be tucked and rolled accordingly to present a neat appearance.