

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA
AND PRESTIGE LANDSCAPES**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 24th, day of August, 2021, by and between Santa Rosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 6495 Caroline Street, Milton, Florida 32570, and Prestige Landscapes, a for profit organization authorized to do business in the State of Florida a whose mailing address is 1801 Persido Street, Navarre, FL 32566 (hereinafter referred to as “Contractor”) whose Federal I.D. # is 45-2778425.

RECITALS

WHEREAS, the County is in need of a contractor to provide County Wide Landscape Maintenance Services (“Services”); and

WHEREAS, pursuant to the Santa Rosa County Purchasing Manual, the County issued an Invitation to Bid to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor’s responsive to the procurement is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

1. WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount Not To Exceed Three Hundred Fifteen Thousand Dollars (\$ 315,000.00), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

2. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment “A” – ITB 21-041 and Contractor’s Response;

Attachment “B” – Insurance Requirements;

Attachment “C” – Title VI list of pertinent nondiscrimination acts and authorities;

Attachment “D” – Scrutinized Companies Certification;

3. Services. Contractor agrees to perform County Wide Landscape Maintenance Services within the tourist corridor areas along Highway 98 and along US 90. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County

accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin upon approval of the Board of County Commissioners and shall continue for a period of One (1) year from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to two, one year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount Not to Exceed Three Hundred Fifteen Thousand Dollars (\$ 315,000.00)

a. Contractor shall submit an invoice to the County every thirty (30) days. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor Fifteen (15) days to cure such default. If the default remains uncured after Thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in

voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon

completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, WANDA PITTS, (850) 963-1925, wandap@santarosa.fl.gov, 6945 Caroline Street, Milton, FL 32570.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

<p>If to the County:</p>		<p>With a copy to: South End POC: Tourist Development Department 8543 Navarre Parkway Navarre, FL 32566</p> <p>North End POC: Public Works Department 6075 Old Bagdad Highway Milton, FL 32583</p>
<p>If to the Contractor:</p>		<p>Prestige Landscapes 1801 Presido Street Navarre, FL 32566</p>

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

17. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

18. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

19. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

20. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

23. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section I.

24. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

25. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

27. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

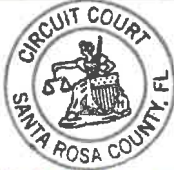
WITNESS:

Tyler Faulk
Signature

BY: *Chris Carr*
Chris Carr, Manager

Tyler Faulk
Print Name

ATTEST:



SANTA ROSA COUNTY, FLORIDA

Donald C. Spencer
Donald C. Spencer, Clerk of Court

BY: *David C. Piech*
David C. Piech, Chairman

Attachment “A”

SANTA ROSA COUNTY, FLORIDA



ITB 21-041 County Wide Landscape Maintenance Service

June 2021

**OWNER: BOARD OF COUNTY COMMISSIONERS
SANTA ROSA COUNTY, FLORIDA**

**SAM PARKER
ROBERT A. "BOB" COLE
JAMES CALKINS
DAVE PIECH
COLTEN WRIGHT**

**-DISTRICT I
-DISTRICT II
-DISTRICT III
-DISTRICT IV
-DISTRICT V**

SECTION I.
INVITATION TO BID

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SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

MEMORANDUM

SRC Procurement Form Memo 015_00_082719

TO: Company Addressed DATE: June 18, 2021
FROM: Santa Rosa County Procurement Office
SUBJECT: ITB 21-041 County Wide Landscape Maintenance Service

Notice is hereby given that the Board of County Commissioners of Santa Rosa County, Florida will receive quotes from qualified contractors for county wide landscape maintenance service for the following areas within the tourist corridor area in Navarre, along Hwy 98 and along US 90:

- I. Navarre Beach Entrance at Bridge (Medians and R/W), S. Causeway, Gulf Blvd. Landscaped Areas (1-30)
- II. Navarre Parkway Medians (Blue Tip Drive to Ortega St and the median at the intersection of US98 and US87)
- III. SR87 Medians (US 98 Navarre Pkwy North to Laredo St. North)
- IV. SR87 Medians (CR 399 North to East River Boat Ramp Entrance)
- V. Gulf Breeze Parkway Medians East (Avalon Blvd. to Tiger Point Blvd)
- VI. Gulf Breeze Parkway Medians West (Bayshore Rd. to Sanibel Ln.)
- VII. US 90 (Woodbine Rd to Chumuckla Hwy)
- VIII. US 90 (Bass Hole Cove to Woodbine Rd) starting November 2021

All bids must be in writing and delivered by hand, overnight courier service, or U.S. Mail to the Santa Rosa County Procurement Department, 6495 Caroline Street, Suite M, Milton, Florida 32570, and **must be received by 10:00 a.m. on July 13, 2021**, at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed bid responses will be rejected. All bids shall be sealed and clearly labeled, "**ITB 21-041 County Wide Landscape Maintenance Service**". Please provide the original proposal, labeled "ORIGINAL", one (1) copy labeled "COPY" along with one (1) electronic file in OCR (readable) PDF format.

A **MANDATORY** pre-bid conference will be held **on June 29, 2021, at 1:00 p.m.** at the Navarre Visitors Center, 8543 Navarre Parkway, Navarre, Florida 32566. Only those parties that attend the meeting may submit a bid.

Specifications may be secured by download from the Santa Rosa County Website: <https://www.santarosa.fl.gov/391/Procurement-Office> "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to **4:30 p.m. on July 6, 2021**.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

Santa Rosa County Board of County Commissioners encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The Board does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The Board of County Commissioners reserves the right to waive irregularities in bids, to reject any or all bids with or without cause, and to award the bid that it determines to be in the best interest of Santa Rosa County.

By order of the Board of County Commissioners of Santa Rosa, Florida

SECTION II.
STD ITB – BID INSTRUCTIONS, SUBMITTAL
REQUIREMENTS AND GENERAL BID
REQUIREMENTS

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BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

PRE-BID ACTIVITY

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to: Santa Rosa County Procurement Office, 6495 Caroline Street, Suite L Milton Fl. 32570. Email; Bidinfo@santarosa.fl.gov.

All questions or inquiries must be received no later than the last day for questions stated in the ITB & Legal Notice. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to the Santa Rosa County website at <https://www.santarosa.fl.gov> keyword; Bids.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

PROPOSED SCHEDULE

Invitation to Bid Published	June 19, 2021
Pre-Bid Conference	June 29, 2021 @ 1:00 p.m. - Mandatory
Deadline for Questions	July 6, 2021 @ 4:30 p.m.
Bids Due	July 13, 2021 @ 10:00 a.m.

PREPARATION OF BID

A Bid form is included in these specifications. The Owner may consider as informal any bid on which there is an alteration of or departure from the Bid Form hereto attached. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

It is preferred that all signatures be in blue ink with the names type or printed below the signature. Santa Rosa County does not accept electronic signatures in bid submissions.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

The Bid shall be based upon the completion of the Work according to the drawings and specifications, together with all addenda thereto.

Bids must include lump sum pricing. Use Bid Form provided in this document. All proposed fees and costs must be broken down and disclosed in the bid.

SUBMITTAL OF BID

A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be sealed and clearly labeled with the words "**ITB 21-041 County Wide Landscape Maintenance Service**", name of bidder and date and time of opening so as to guard against premature opening of any bid and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by email, facsimile, or telephone will NOT be accepted.

Each contractor's submittal shall include all the items listed on the Bidders Submission Checklist, in order, with the Checklist on the top of the submission.

INTEGRITY OF BID DOCUMENTS

Respondents shall use the original Bid documents provided by the Santa Rosa County Procurement Office and enter information only in the spaces where a response is requested. Respondents may use an attachment to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

or alteration that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.

WITHDRAWAL OF SUBMITTALS

Any Respondent may withdraw its Submittal, either personally or by written request, at any time prior to the scheduled time for opening Submittals.

INTERPRETATION

No oral interpretation will be made to any Bidder as to the meaning of the drawings or specifications. Every interpretation made to a Bidder will be in the form of an Addendum to the specifications. Addenda will be furnished to each Bidder, but it shall be the Bidder's responsibility to make inquiry as to Addenda issued. All such addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received by the Bidders.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance or rejection by Santa Rosa County for sixty (60) calendar days after the day of the bid opening. The County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

CONDITIONAL & INCOMPLETE BIDS

Santa Rosa County specifically reserves the right to reject any conditional bid.

ADDITION/DELETION OF ITEM

The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.

SPECIFICATION EXCEPTIONS

Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.

FAMILIARITY WITH LAWS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

were written in full therein.

EXAMINATION OF DOCUMENTS AND SITE

Before submitting their proposal, the Bidder shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Bidder shall also examine all drawings, specifications, addenda and other Contract Documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

RIGHT TO REJECT PROPOSAL

The Owner reserves the right to waive informalities in bids to reject any or all bids with or without cause and accept the bid that in its judgment is in the best interest of the County.

DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:

Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.

Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.

Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

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. Default under previous contract.

Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

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.

REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071 (1) 2, sealed bids, proposals, or replies received by the County

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 983-1925, wandap@santarosa.fl.gov; 6495 CAROLINE STREET, SUITE C, MILTON, FLORIDA 32570.

SUSPENSION OR TERMINATION FOR CONVENIENCE

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

FAILURE OF PERFORMANCE/DELIVERY

In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

AUDIT

If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.

NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

CONE OF SILENCE CLAUSE

The Santa Rosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the Procurement Office. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Procurement Office.

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

EVALUATION OF BIDS AND AWARD OF CONTRACT

Santa Rosa County Staff will review all bids and will provide the recommendation to award

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

to the Procurement Office, the County Administrator and the Board of County Commissioners. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s). The County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Santa Rosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Santa Rosa County reserves its right to reject any or all Bids, including without limitation nonconforming, nonresponsive, unbalanced or conditional Bids. The County further reserves the right to reject the Bid of any Bidder whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Bidders, the County may consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted with the Bid Form.

Santa Rosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.

Santa Rosa County reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately, and no attempt is to be made to tie any item or items to any other item or items.

FORM OF AGREEMENT:

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office 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 Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

Contractor is responsible for submitted along with their response any exceptions it has to the standard terms of contract, within the attached sample contract. Failure to submit exceptions at time of submittal of the response will be considered a waiver by bidder to contest or request exception to the contract provisions. Any exceptions to the standard terms of contract will be taken into consideration as part of the County's review of the response. The County reserves the right to reject bids depending on the substance of the exceptions.

SECTION III.
SANTA ROSA COUNTY DOCUMENTS AND FORMS

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SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

BID SUBMISSION CHECKLIST

ITB 21-041 County Wide Landscape Maintenance Service

Contractor: _____

- _____ Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- _____ 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- _____ Bid Submittal Checklist attached to top of Original Bid Package
- _____ Addendum (s) if any
- _____ Bid Form
- _____ Unit Pricing
- _____ Cone of Silence
- _____ Sworn Statement Public Entity Crimes
- _____ Debarment Form
- _____ References Form
- _____ Conflict of Interest Form
- _____ Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- _____ Proof of business registration with the state of Florida (sunbiz.com)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: _____

By: _____
(Print)

Signature: _____

Title: _____



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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CONE OF SILENCE FORM

SRC Procurement Form COS 013_01_091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, _____ representing _____
(Print) (Company)

On this _____ day of _____ 2021 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

(Signature)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for: _____

2. This sworn statement is submitted by, _____, whose business address is, _____, and (if applicable) Federal Employer Identification Number (FEIN) is _____ (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is _____ and my relationship to the entity named above is _____ (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. 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 the state or of the United States with the legal power to enter into a binding contract 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.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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

Name

Signature

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of _____, 20____, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: _____
My Commission expires: _____

Notary Public



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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DEBARMENT FORM

SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: _____ Title: _____

Signature: _____

Firm: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Solicitation Name _____ # XX-XXX _____



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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REFERENCES FORM

SRC Procurement Form Memo 024_00_082719

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME _____
PROPOSAL POINT OF CONTACT _____ PHONE _____
EMAIL _____

REFERENCE I.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):



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REFERENCE II.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE III.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):



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REFERENCE IV.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

REFERENCE V.

PROJECT NAME: _____

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):



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CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

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

Yes: _____ No: _____

Name(s)

Position(s)

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____ State _____ Zip Code _____

PHONE NO: _____

E-MAIL: _____

Date: _____

Santa Rosa County
Insurance Requirements
March 2021

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits **\$1,000,000**. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of **\$1,000,000** per person/**\$1,000,000** per accident and **\$1,000,000** for property damage are required. This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
 - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

Insurance Checklist

Proposal/Project Reference **ITB 21-041 County Wide Landscape Maintenance Service**

Required Coverage (Marked by "X")	Minimum Limits
1. <input type="checkbox"/> Workers Compensation Proprietor/Executive Officers Exclusion not allowed	\$100,000. Employers Liab. \$100,000. Accident –Disease \$500,000. Disease policy Limit
2. <input type="checkbox"/> Commercial General Liability Including Premises operations-Products completed ops Contractual Liability and Personal and advertising Liability	\$1,000,000. CSL \$2,000,000. Annual Aggregate
3. <input checked="" type="checkbox"/> Automobile Liability – including Hired and Non- Owned	\$1,000,000. CSL
4. <input type="checkbox"/> Professional Liability coverage	\$1,000,000. Per Occurrence
5. <input type="checkbox"/> Asbestos Removal Liability	\$2,000,000. Per Occurrence
6. <input type="checkbox"/> Medical Malpractice	\$1,000,000 Per Occurrence
7. <input type="checkbox"/> Garage Liability	\$1,000,000. BI/PD- Occurrence
8. <input type="checkbox"/> Garage Keepers Liability	\$500,000. Comprehensive \$500,000. Collision
9. <input type="checkbox"/> Inland Marine- Bailee’s Insurance	\$ _____
10. <input type="checkbox"/> Moving and Rigging Floater	Endorsement to CGL
11. <input type="checkbox"/> Crime/Dishonesty Bond	\$ _____
12. <input type="checkbox"/> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.	
13. <input type="checkbox"/> Owner’s Protective Liability	\$ _____
14. <input type="checkbox"/> Excess/Umbrella Liability	\$ _____

General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021

SECTION IV.
PROJECT MANUAL, SPECIFICATIONS, PLANS AND
SUPPORTING DOCUMENTATION

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MINIMUM SPECIFICATIONS

QUALIFICATIONS OF CONTRACTORS:

Prospective contractors must have a minimum of five (5) years' experience in landscape maintenance. Contractors must be familiar with FDOT safety protocol for working within the states right-of-way.

INSPECTION OF PREMISES:

All prospective contractors must inspect the grounds of the referenced landscape areas in order to be fully aware of the scope of services required. All areas are in public right of way and open for inspection. Interested parties may email ProcurementDepartment@santarosa.fl.gov with any questions regarding inspection of the grounds.

SCOPE OF WORK:

Contract is for a period of one year, with the possibility of annual renewals.

All maintenance work to be performed under this quote shall consist of furnishing all equipment, materials, tools, labor, supervision, and insurance necessary to perform this contract. All work under this quote may be done during or after normal business hours and in conformance with FDOT requirements. There will be four proposed project areas in this contract. Please provide quotes for each of the project areas in Table 1 of the Bid Form below. In addition, the selected contractor shall negotiate in good faith with the county for the extension of services to landscape areas added in the future.

Area I (Navarre Beach Bridge Entrance, Navarre Beach Causeway/Gulf Blvd Landscaped Areas 1-33)

Area I shall include maintenance for the following three areas: Navarre Beach Bridge Entrance, Navarre Beach S. Causeway, to include Gulf Blvd & White Sands Blvd Landscaped Areas 1-33

- 1) The Navarre Beach Bridge Entrance includes the landscaped areas on the north end of the bridge. It includes the east and west sides of the right-of-way, as well as the median islands. (see attachment 1)

This section of medians shall be MOWED, TRIMMED, EDGED, SWEPT, and WEEDED bi-weekly each month on a regular interval, other than March, April, May, June, July, August, September, and October, when weekly maintenance shall be required.

In addition, for this area:

During the weekly or biweekly maintenance visits the following items shall be performed:

- Pick-up and bag trash prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, around trees, and turf by chemical means where effective, otherwise remove by hand.
- Edge / weed-eat beds and pavement edges.

- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass.
- Install pine straw mulch in bedding and around trees four times per year at the direction of the county representative. [March, May (one week prior to Memorial Day), August (one week prior to Labor Day), and the first week of December] Pine straw mulch shall be installed to a compressed depth of 4” at each application.
- Provide seasonal color in flower beds four times per year. These times must be documented and coordinated with the county representative. Change out times shall be March, May (one week prior to Memorial Day), August (one week prior to Labor Day), and the first week of December. Seasonal changeout shall include 350 plants per change out with at least 225 plants being Vinca, Petunia, or Pansies with the remaining balance being seasonal appropriate.
- Seasonal color change outs shall include installation, fertilization, and regular maintenance. This effort shall be coordinated closely with the county representative.
- Provide regular maintenance (5-7 days) to seasonal color beds to shall include weed removal and treatment with insecticides or fungicides as needed.
- Prune palm trees (once per year; Late January to end of February)
- Trim/prune shrubs and ground cover monthly.

2) The Navarre Beach S. Causeway and Gulf Blvd., includes the causeway south of the bridge and Gulf Blvd R/W from the causeway west to Sailmaker Way. (see attachments 2a-c) These two areas shall require:

- Pick-up and bag litter/trash along R/W. Haul off/dispose of trash. (weekly)
- Power blow multi-use path along R/W.
- Prune palm trees along causeway (causeway only, from south end of bridge to Gulf Blvd.) (twice per year) (Feb and Sep) These times must be documented and coordinated with the county representative.
- In addition to the R/W, along the south causeway, Gulf Blvd. and White Sands there are 33 small, landscaped areas that shall require:
 - Palm Tree and shrub pruning within the landscape stones (twice per year) (Feb and Sep)
 - Install pine straw mulch within the landscape stones (four times per year) at the direction of the county representative. (March, May (one week prior to Memorial Day), August (one week prior to Labor Day), and the first week of December. These installation times must be documented and coordinated with the county representative.
 - Pine straw mulch shall be installed to a compressed depth of 4” at each application.
 - Provide weed control within the landscape stones by chemical means where effective, otherwise remove by hand. (weekly)
 - Litter/trash removal (weekly)
 - Notify county of any damages

Area II (Navarre Parkway Medians: Blue Tip Drive to Ortega St. and the median at the intersection of US98 and SR87)

Area II shall include maintenance for Navarre Parkway Medians. Navarre Parkway Medians includes the medians along Navarre Parkway from Blue Tip Drive to Ortega Street. Also, includes the median at the intersection of US98 and SR87. (see attachment #3)

These sections of medians shall be MOWED, TRIMMED, EDGED, SWEPT, and WEEDED bi-weekly each month on a regular interval, other than March, April, May, June, July, August, September, and October, when weekly maintenance shall be required. During the weekly or biweekly maintenance visits the following items shall be performed:

- Pick-up and bag trash and along median prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, around trees, and turf by chemical means where effective, otherwise remove by hand.
- Edge / weed-eat beds and pavement edges.
- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass.
- Install pine straw mulch in bedding and around trees four times per year at the direction of county representative. Pine straw mulch applications shall be March, May (one week prior to Memorial Day), August (one week prior to Labor Day), and the first week of December. These instillation times must be documented and coordinated with the county representative. Pine straw mulch shall be installed to a compressed depth of 4” at each application.
- Trim/prune shrubs and ground monthly as required to comply with FDOT maximum plant height specifications.

Area III (SR87 Medians;US 98 Navarre Pkwy North to Laredo St. North and CR 399 North to East River Boat Ramp Entrance)

Area III shall include maintenance for landscaped and grassed medians that extend from US 98 Navarre Pkwy North to Laredo St. North and CR 399 North to East River Boat Ramp Entrance (see attachment X).

Medians and shoulders shall be MOWED, TRIMMED, EDGED, SWEPT, and WEEDED bi-weekly each month on a regular interval, other than March, April, May, June, July, August, September, and October, when weekly maintenance shall be required.

In addition, for this area:

During the weekly or biweekly maintenance visits the following items shall be performed:

- Pick-up and bag trash prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, around trees, and turf by chemical means where effective, otherwise remove by hand.
- Edge / weed-eat beds, pavement edges, backs of curb, and backs of sidewalks.

- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass. Mowing decks should be adjusted accordingly to prevent scalping.
- Install pine straw mulch in bedding and around trees four times per year at the direction of the county representative. Pine straw mulch applications shall be March, May (one week prior to Memorial Day), August (one week prior to Labor Day), and the first week of December. These installation times must be documented and coordinated with the county representative. Pine straw mulch shall be installed to a compressed depth of 4” at each application.
- Prune palm trees (once per year) (Late January through end of February)
- Cut Saw Palmetto Back Annually (Each January) Saw Palmetto shall be pruned when height exceeds 18” from vehicle sight datum.
- Trim/prune other trees, shrubs, and ground covers monthly as required.

Area IV (Gulf Breeze Parkway Medians-East)

Area IV shall include maintenance for Gulf Breeze Parkway Medians East. Gulf Breeze Parkway Medians East includes the medians from Avalon Blvd to Tiger Point Blvd. (see attachment #4)

These sections of medians shall be MOWED, TRIMMED, EDGED, SWEPT, and WEEDED bi-weekly each month on a regular interval, other than March, April, May, June, July, August, September, and October, when weekly maintenance shall be required. During the weekly or biweekly maintenance visits the following items shall be performed:

- Pick-up and bag trash and along median prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, around trees, and turf by chemical means where effective, otherwise remove by hand.
- Edge / weed-eat beds and pavement edges.
- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass.
- Prune/shape Crape Myrtles annually. (Late January through end of February)
- Remove under growth sprouts/sucker growth from base of Crape Myrtles each maintenance visit.
- Replenish pine straw mulch in bedding and around trees four times per year at the direction of county representative. Pine straw mulch applications shall be March, May (one week prior to Memorial Day), August (one week prior to Labor Day), and the first week of December. These installation times must be documented and coordinated with the county representative. Pine straw mulch shall be installed to a compressed depth of 4” at each application.
- Trim/prune shrubs and ground monthly as required to comply with FDOT maximum plant height specifications.

- Cut Saw Palmetto Back Annually (January). Saw Palmetto shall be pruned when height exceeds 18” from vehicle sight datum.

Area V (Gulf Breeze Parkway Medians-West)

Area IV shall include maintenance for both Gulf Breeze Parkway Medians West. Gulf Breeze Parkway Medians West includes the medians from Bayshore Road to Sanibel Lane. (see attachment #5)

These sections of medians shall be MOWED, TRIMMED, EDGED, SWEPT, and WEEDED bi-weekly each month on a regular interval, other than March, April, May, June, July, August, September and October, when weekly maintenance shall be required. During the weekly or biweekly maintenance visits the following items shall be performed:

- Pick-up and bag trash and along median prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, around trees, and turf by chemical means where effective, otherwise remove by hand.
- Edge / weed-eat beds and pavement edges.
- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass.
- Prune/shape Crape Myrtles annually. (February)
- Remove under growth sprouts/sucker growth from base of Crape Myrtles each maintenance visit.
- Replenish pine straw mulch in bedding and around trees (three times per year) at the direction of county representative. (January, May and September) Pine straw mulch shall be installed to a compressed depth of 4” at each application.
- Prune/shape Crape Myrtles annually. (Late January through end of February)
- Remove under growth sprouts/sucker growth from base of Crape Myrtles each maintenance visit.
- Trim/prune shrubs and ground monthly as required to comply with FDOT maximum plant height specifications.
- Cut Saw Palmetto Back Annually (Each January) Saw Palmetto shall be pruned when height exceeds 18” from vehicle sight datum.

Area VI (US 90 (Woodbine Rd to Chumuckla Hwy)

Area VII shall include maintenance for landscaped and grassed medians that extend from Woodbine Rd to Chumuckla Hwy. (see attachment X)

Medians and shoulders shall be MOWED, TRIMMED, EDGED, SWEPT, and WEEDED bi-weekly each month on a regular interval, other than March, April, May, June, July, August, September and October, when weekly maintenance shall be required.

In addition, for this area:

During the weekly or biweekly maintenance visits the following items shall be performed:

- Pick-up and bag trash prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, around trees, and turf by chemical means where effective, otherwise remove by hand.
- Edge / weed-eat beds, pavement edges, backs of curb, and backs of sidewalks.
- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass.
- Overseed bare areas and repair any eroded areas, as needed.
- Replenish pine straw mulch in bedding and around trees three times per year at the direction of the county representative. (January, May and September) Pine straw mulch shall be installed to a compressed depth of 4” at each application.
- Trim/prune any trees, shrubs, and ground covers monthly as required to comply with FDOT maximum plant height specifications.

Area VII (US 90, Bass Hole Cove to Woodbine Rd - Starting November 2021)

Area VIII shall include maintenance for landscaped and grassed medians that extend from US 90, Bass Hole Cove to Woodbine Rd. (see attachment X)

Medians and shoulders shall be MOWED, TRIMMED, EDGED, SWEPT, and WEEDED bi-weekly each month on a regular interval, other than March, April, May, June, July, August, September and October, when weekly maintenance shall be required.

In addition, for this area:

During the weekly or biweekly maintenance visits the following items shall be performed:

- Pick-up and bag trash prior to mowing. Haul off/dispose of trash.
- Provide weed control for all bedding, around trees, and turf by chemical means where effective, otherwise remove by hand.
- Edge / weed-eat beds, pavement edges, backs of curb, and backs of sidewalks.
- Verify irrigation system and sprinkler heads are functioning properly. Notify the county of any problems.
- Mow grass.
- Overseed bare areas and repair any eroded areas, as needed.
- Replenish pine straw mulch in bedding and around trees three times per year at the direction of the county representative. (January, May and September) Pine straw mulch shall be installed to a compressed depth of 4” at each application.
- Trim/prune any trees, shrubs, and ground covers monthly as required to comply with FDOT maximum plant height specifications.

Total - All Areas (Includes everything as described above in Areas I, II, III, IV, V, VI, and VII. It is the intention to award all eight (8) areas.

General maintenance notes for HWY US 90 Areas: (where these notes may conflict with the above specification, the specification given above shall apply).

1. Fertilizer, apply two (2) times per year.
2. Weeding of all landscaped areas shall be done on a routine basis coinciding with mowing and edging schedules or as frequent necessary to maintain weed free planting areas. In general, weeds exceeding 2" shall be immediately removed from planting areas. Weed removal shall be done manually (hand pulling) and herbicides may be utilized in problem areas. Application of herbicides shall be done with extreme caution to prevent potential damage to landscape and aquatic plantings.
3. Edging shall be done on a regular basis to coincide with the maintenance schedule. Where beds abut turf or roadway, edge with a Mechanical edger. Care shall be taken not to scar concrete or other hardscape surfaces with edging equipment. Plant beds and tree rings shall be kept clean and well defined in order to prevent encroachment by turf grasses. Contractor shall edge all tree rings and planting beds at each maintenance visit as needed to prevent encroachment of plant material into Lawn and roadway areas.
4. Herbicide/pesticide
 - a. All personnel involved in the chemical program are to receive proper training and follow the operating guidelines provided by the FDOT for chemical control. Contact the local county agricultural extension service for additional information regarding herbicide, Pesticide and required licenses.
 - b. Any invasive, exotic species found during the continuing maintenance period shall be removed.
 - c. Provide plant material insect and disease control inspections continually and treat as necessary.
5. Plant pruning (hand pruning, not shearing) shall be the primary method of shape and size control and shall be accomplished under the Supervision of an experienced arborist to ensure this function is in accordance with recommended horticultural practices. Selective hand pruning shall be performed as necessary on all shrubs in order to maintain the natural habit of the plant and ensure Health and vigor. Crape myrtle trees may be tip pruned during the growing season (cuts through smaller diameter branches 1 year old or less). Pollarding (annual removal of all sprouts) and topping (removal of large diameter wood) are not acceptable pruning methods. Magnolias shall remain full to ground for the duration of the continuing maintenance period unless otherwise directed by the county Representative. Native grasses shall be cut back in early March as needed to maintain a neat appearance, review annually.
6. Mulching shall be pine straw, continuous throughout planting beds. Maintain mulch rings equal in diameter to planting pits for all Individual trees. Supplement all mulching as necessary to maintain a 4" compressed depth.
7. Special care requirements: Ensure that all hardscape elements are protected. This includes the periodic inspection and cleaning of all hardscape items as Necessary to assure a well-kept landscape environment.
8. Ensure litter pickup as scheduled.
9. Work zone control plan Approved traffic control measures shall be utilized during all maintenance activities.
10. Irrigation.
 - a. Review irrigation system in operation at regular maintenance visits. Immediately notify the County of any problems and for authorization to repair any items in disrepair.
 - b. Review zone timing control at a minimum of 2 times per year; May/June and October/November and adjust watering schedule as needed.

11. Billing for US 90 Landscape maintenance work will be through County Public Works. The remaining areas will be billed through County Tourist Development.

Note for all work above:

The time between cuttings should be done at equal intervals during the month. Santa Rosa County may request a schedule to verify rotation and frequency of work being performed.

Debris from the above mentioned operations should be removed by the contractor (off site), the day the cutting operation was performed.

The sweeping and blowing of the sidewalks and parking areas should be done (same day) after the cutting is complete.

No lane closures allowed without prior written approval. All lanes must be open within 24 hours after notice during an evacuation notice of a hurricane or other catastrophic event. All lanes shall remain open for the duration of the evacuation or event as directed by the local FDOT Maintenance Engineer or their designee.

BID FORM
TOURIST CORRIDOR
LANDSCAPE MAINTENANCE SERVICE

Santa Rosa County Procurement Department

6495 Caroline Street, Suite L

Milton, Florida 32570

Date _____

Dear Sir:

The undersigned agrees to furnish the service as requested by you for Santa Rosa County in your invitation to bid and certifies that the bid meets or exceeds the specifications called for, except as set out in "Exceptions to Bid Conditions" and attached to this form.

Name & Address of Bidder _____

Table 1

Landscape Service	Annual Cost	Monthly Cost
Area I – Navarre Beach Bridge Entrance, Causeway & Gulf Blvd.		
Area II – Navarre Parkway Medians		
Area III (SR87 Medians, US 98 Navarre Pkwy to Laredo St.)		
Area IV (SR87 Medians, CR 399 to East River Boat Ramp)		
Area V (Gulf Breeze Parkway Medians-East)		
Area VI (Gulf Breeze Parkway Medians-West)		
Area VII (US 90 (Woodbine Rd to Chumuckla Hwy)		
Area VIII (US 90, Bass Hole Cove to Woodbine Rd)		

 Company Representative Signature

 Company Name

 Telephone

NOTE: Please return this bid form along with the Unit Cost Table below to the above address. **NO OTHER BID FORM WILL BE ACCEPTED.**

Unit Cost Table

Please provide unit costs for possible additional services as the need arises.

Maintenance	Units	Cost Per Unit (\$/unit)
Pick Up Trash (up to 50' wide R/W)	LF	
Mow Grass	SF	
Edge (sidewalk, pavements & plant beds)	LF	
Weed Eat	LF	
Trim Shrubs	Each	
Prune Palm Trees	Each	
Prune/Shape Crape Myrtles	Each	
Remove sucker growth on Crape Myrtles	Each	
Annual Cut-back Saw Palmetto	SF	
Weed Plant Beds (By hand and chemical)	SF	
Install New Pine Straw Bedding (4")	SF	
Weed Lawn Area (Chemical)	SF	
Apply Lawn Fertilizer W/Pre-emergent	SF	
Replace Broken Irrigation Head	Each	
Class 200 PVC Pipe 1" dia.	LF	
Class 200 PVC Pipe 1.5" dia.	LF	
Low Volume Drip Tubing TLCV9-12 Series	LF	
Reprogram Irrigation Controller & Test Zones	Each	
Seeding	SY	
Erosion Repair	SY	



**COUNTY WIDE LANDSCAPE MAINTENANCE SERVICE ITB
EXHIBIT I**

Santa Rosa County, Florida
Date: 6/11/2021

Navarre Beach South Causeway, Gulf Blvd

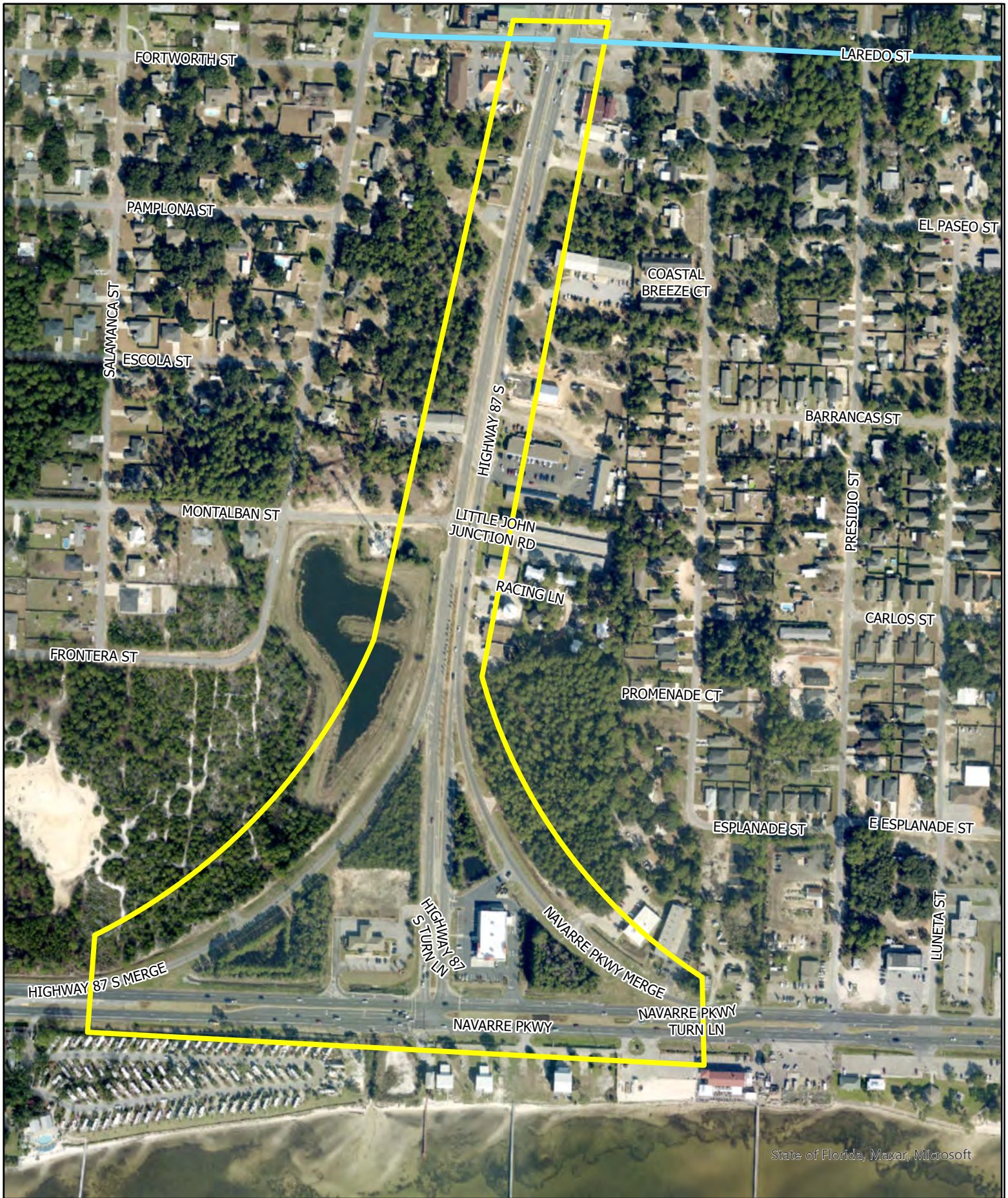
Legend

- Water Lines
- Sewer Lines





State of Florida, Maxar, Microsoft



State of Florida, Maxar, Microsoft

**COUNTY WIDE LANDSCAPE MAINTENANCE SERVICE ITB
EXHIBIT III**

Santa Rosa County, Florida

SR 87 Medians - Navarre Pkwy to Laredo St

Date: 6/11/2021
1:4,876





State of Florida, Maxar, Microsoft

COUNTY WIDE LANDSCAPE MAINTENANCE SERVICE ITB

Santa Rosa County, Florida

EXHIBIT IV

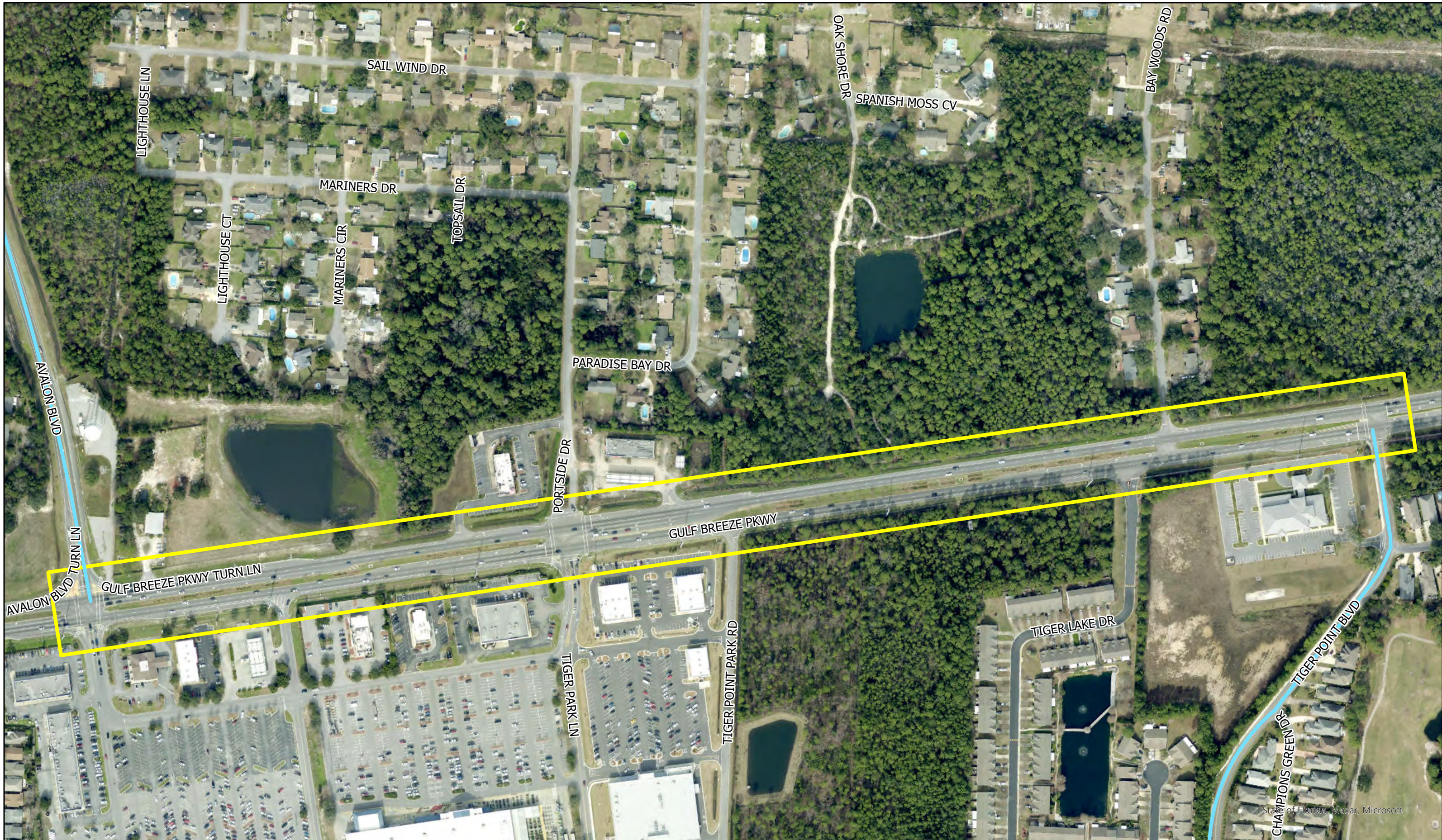
County Road 399 (East Bay Blvd) to East River Boat Ramp Entrance

Date: 6/11/2021



1:4,876





COUNTY WIDE LANDSCAPE MAINTENANCE SERVICE ITB

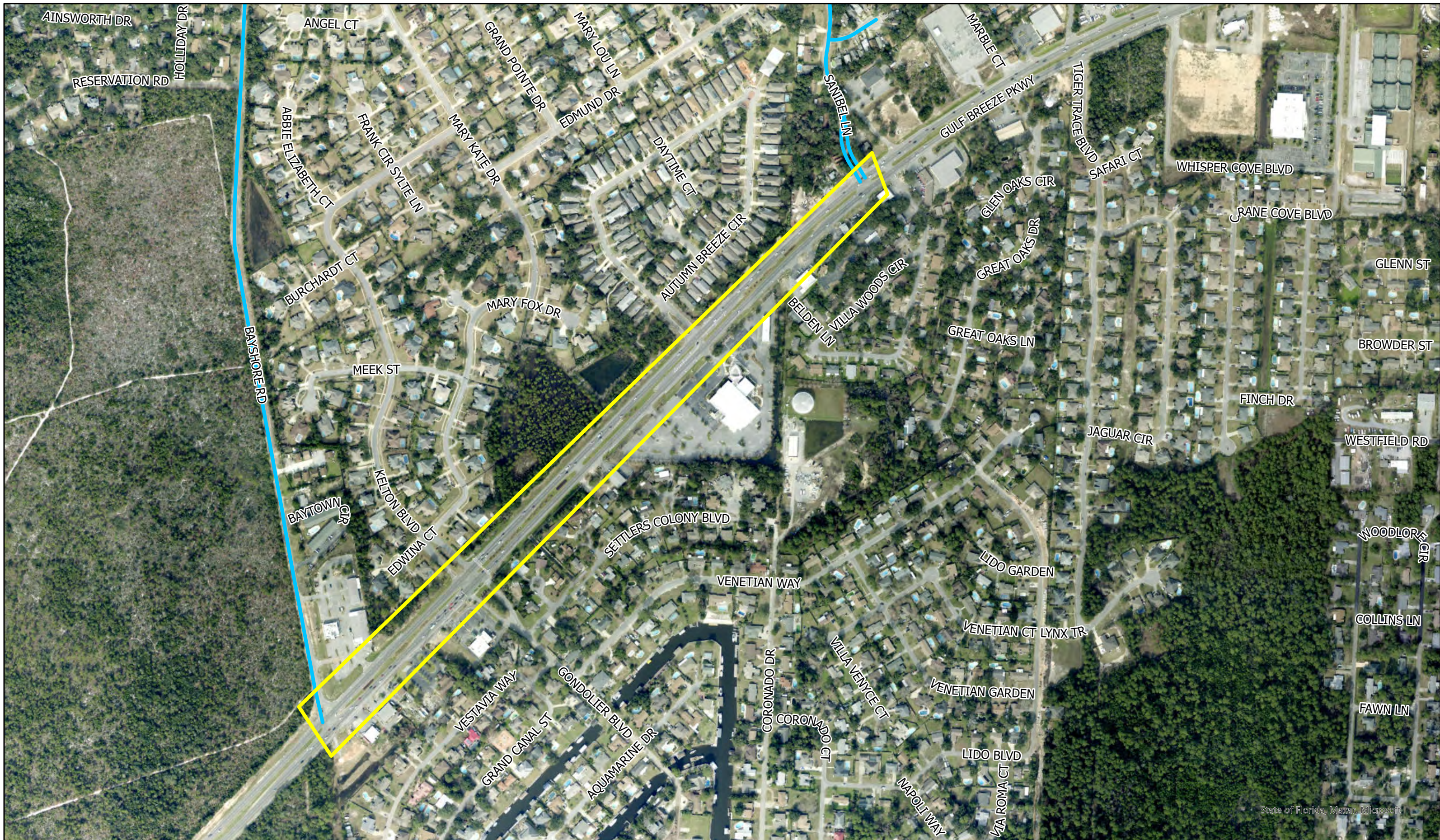
EXHIBIT V

GULF BREEZE PKWY MEDIANS EAST

Avalon Blvd to Tiger Point Blvd

State of Florida, Maxar, Microsoft





COUNTY WIDE LANDSCAPE MAINTENANCE SERVICE ITB
EXHIBIT VI
GULF BREEZE MEDIANS WEST
Bayshore Rd to Sanibel Ln



Santa Rosa County, Florida

Date: 6/11/2021

1:4,874



State of Florida, Maxar, Microsoft



**COUNTY SIDE LANDSCAPE MAINTENANCE SERVICE ITB
EXHIBIT VII
US 90 (Woodbine Rd to Chumuckla Highway)**



Santa Rosa County, Florida
Date: 6/11/2021
1:4,874

- Legend**
- Pace Water Lines
 - Pace Sewer Lines
 - Pace Reclaim Lines





COUNTY WIDE LANDSCAPE MAINTENANCE SERVICE ITB
EXHIBIT VIII
US 90 (Bass Hole Cove to Woodbine Rd)
November 2021

Santa Rosa County, Florida

Date: 6/11/2021

1:4,876



Legend

- Pace Water Lines
- Pace Sewer Lines
- Pace Reclaim Lines





SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

BID SUBMISSION CHECKLIST

ITB 21-041 County Wide Landscape Maintenance Service

Contractor: Prestige Landscapes

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Addendum (s) if any
- Bid Form
- Unit Pricing
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- References Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Proof of business registration with the state of Florida (sunbiz.com)

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: Prestige Landscapes

By: Chris Carr

Signature: Chris Carr
(Print)

Title: Manager Lawn Service



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

ADDENDUM FORM

To: Planholders
From: Procurement Office
Date: July 7, 2021
Ref: Addendum #1 for **ITB 21-041 County Wide Landscape Maintenance Service**

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

QUESTIONS AND ANSWERS:

1. At the pre bid it was stated that the contractor needed to make an onsite inspection with a representative. Who does the contractor need to contact and what is their email and phone number?
A – Presence of a County Staff Member is not required during the site visits.
2. How many irrigation zones are there per each area of the specs?
A - Original irrigation plans for areas 2,3,4,7, & 8 have been provided in **new exhibit IX ([Click Here](#)) to answer questions regarding irrigation zones. For areas 1, 5, & 6 bidders are directed to use Navarre Parkway irrigation plan sheet IP1 stations 1+80 to 7+95 for the median sections along Gulf Breeze Parkway (areas 5 & 6), and the small area preceding station 1+80 for area 1 and the new added area 1a (see new Exhibit Ia).**
3. The specs state that medians and shoulders are to be swept. Could you please clarify if this means blowing with a backpack blower or does the contractor need to physically sweep the curbs.
A – The contractor is to remove accumulated clippings, debris, and trash by whatever physical or mechanical means available. Blowing with backpack, wheel, or trailer mounted blowers is acceptable.
4. Are all medians and right of ways included in all eight areas? Line items VII and VIII do not say anything could you please clarify?
A – Yes, include all the medians and rights of way that are inside the 8 areas.
5. On the maps Exhibit II and Exhibit III the areas overlap. Could you please revise the maps to where no overlapped areas exist?
A – A revised Exhibit III has been provided.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT


6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

6. Do we get to pick the remaining plants out of the 350 or do you have a list you would like us to use? **Work closely with the County Representative to choose appropriate plants and for approval of the plants which are chosen.**

7. On the Saw Palmetto could we just prune them once a month, so they do not reach the height of 18". What is the height you would like the saw palmetto to stay between? **Yes, please use your professional judgment to maintain the Saw Palmetto to keep them healthy while maintaining FDOT standards. We recommend maintaining them between 3 ft and 12 ft to avoid having to use a lift while also maintaining FDOT standards.**

8. I notice when it comes to the over-seeding bare areas and repairing eroded areas, it is only for a couple of the areas. Does it apply to all or just those areas specified in scope of work for those areas?
We will rely on your professional experience to maintain a beautiful and healthy landscape. If there is ever a question of seeding or any other area, please communicate with the County Representative to come to a decision and for final approval of services.

This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

NAME/TITLE: Chris Carr Manager SIGNATURE: 
COMPANY: Prestige Landscapes DATE: 7-13-2021

See Attachments

BID FORM
TOURIST CORRIDOR
LANDSCAPE MAINTENANCE SERVICE

Santa Rosa County Procurement Department
 6495 Caroline Street, Suite L
 Milton, Florida 32570

Date 7-13-2021

Dear Sir:

The undersigned agrees to furnish the service as requested by you for Santa Rosa County in your invitation to bid and certifies that the bid meets or exceeds the specifications called for, except as set out in "Exceptions to Bid Conditions" and attached to this form.

Name & Address of Bidder Prestige Landscapes

1801 Persido Street Navarre FL 32566

Table 1

Landscape Service	Annual Cost	Monthly Cost
Area I - Navarre Beach Bridge Entrance, Causeway & Gulf Blvd.	\$45,432	\$3,786
Area II - Navarre Parkway Medians	\$46,224	\$3,852
Area III (SR87 Medians, US 98 Navarre Pkwy to Laredo St.)	\$34,200	\$2,850
Area IV (SR87 Medians, CR 399 to East River Boat Ramp)	\$28,440	\$2,370
Area V (Gulf Breeze Parkway Medians-East)	\$24,700	\$2,025
Area VI (Gulf Breeze Parkway Medians-West)	\$23,400	\$1,950
Area VII (US 90 (Woodbine Rd to Chumuckla Hwy)	\$47,340	\$3,945
Area VIII (US 90, Bass Hole Cove to Woodbine Rd)	\$49,996	\$4,083



Company Representative Signature

Prestige Landscapes

Company Name

850-375-8552

Telephone

NOTE: Please return this bid form along with the Unit Cost Table below to the above address. **NO OTHER BID FORM WILL BE ACCEPTED.**

Unit Cost Table

Please provide unit costs for possible additional services as the need arises.

Maintenance	Units	Cost Per Unit (\$/unit)
Pick Up Trash (up to 50' wide R/W)	LF	0.75
Mow Grass	SF	0.45
Edge (sidewalk, pavements & plant beds)	LF	0.40
Weed Eat	LF	0.50
Trim Shrubs	Each	\$ 15
Prune Palm Trees	Each	\$ 35
Prune/Shape Crape Myrtles	Each	\$ 50
Remove sucker growth on Crape Myrtles	Each	\$ 20
Annual Cut-back Saw Palmetto	SF	0.75
Weed Plant Beds (By hand and chemical)	SF	0.25
Install New Pine Straw Bedding (4")	SF	0.45
Weed Lawn Area (Chemical)	SF	\$ 10
Apply Lawn Fertilizer W/Pre-emergent	SF	\$ 10
Replace Broken Irrigation Head	Each	\$ 27
Class 200 PVC Pipe 1" dia.	LF	\$ 1.25
Class 200 PVC Pipe 1.5" dia.	LF	\$ 2.50
Low Volume Drip Tubing TLCV9-12 Series	LF	\$ 6.00
Reprogram Irrigation Controller & Test Zones	Each	\$ 175
Seeding	SY	\$ 5
Erosion Repair	SY	\$ 225



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONE OF SILENCE FORM

SRC Procurement Form COS 013_01_091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, Chris Carr representing Prestige Landscapes
(Print) (Company)

On this 13 day of July 2021 hereby agree to abide by the County’s “Cone of Silence” clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

Chris Carr

(Signature)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for: ITB-21-041
County Wide Landscape Maintenance Plan Service
2. This sworn statement is submitted by, Prestige Landscapes, whose business address is, 1801 Persida St Navarre FL 32566, and (if applicable) Federal Employer Identification Number (FEIN) is 45-2778425 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Chris Carr and my relationship to the entity named above is Lawn Service Manager (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, 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 with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. 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 the state or of the United States with the legal power to enter into a binding contract 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.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

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

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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

Christopher Carr
Name

Christopher Carr
Signature

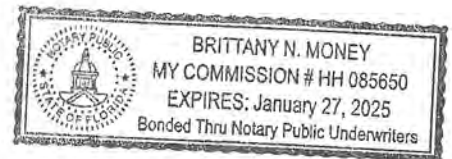
7-13-2021
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of July 13, 2021, and is personally known to me, or has provided FI DL as identification.

STATE OF FLORIDA
COUNTY OF: Santa Rosa
My Commission expires: 01/27/2025

Notary Public

Brittany N. Money
Brittany N. Money





SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

DEBARMENT FORM

SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Christopher Mike Carr Title: Lawn Service Manager
Signature: Christopher Mike Carr
Firm: Prestige Landscapes
Street Address: 1801 Persido ST
City: Navarre FL
State: Florida Zip Code: 32566
Solicitation Name Christopher M Carr # XX-XXX



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCES FORM

SRC Procurement Form Memo 024_00_082719

List work which best illustrates current qualifications relevant to this solicitation accomplished by personnel that will be assigned to the County's project. List at least three but no more than five (5) projects. (This form may be reproduced.)

YOUR FIRMS NAME Prestige Landscapes
PROPOSAL POINT OF CONTACT Chris Carr PHONE 850-375-8552
EMAIL Chris @prestige-landscapes.net

REFERENCE I.

PROJECT NAME: Jack Boockholdt
AGENCY: DRS TCS
ADDRESS: 645 Anchor's Street Northwest
CITY, STATE, ZIP CODE: Fort Walton Beach Florida 32548
CONTACT PERSON: Jack Boockholdt
TITLE: Manager
EMAIL: Jackboockholdt@drs.com
TELEPHONE: 850-218-7858
PROJECT COST: \$30,000
COMPLETION DATE: _____

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

Lawn Service Maintenance

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Tyler Faulk
Jacob Nevi



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCE II.

PROJECT NAME: Spacebox Florissa Storage Facility
AGENCY: Oden Hardy Construction
ADDRESS: 1400 59th Street W
CITY, STATE, ZIP CODE: Bradenton Fl. 34209
CONTACT PERSON: Chandler Hardy
TITLE: Project Manager
EMAIL: chardy@odenhardy.com
TELEPHONE: 941-792-2233
PROJECT COST: 65,110.00
COMPLETION DATE: 3/22/2021

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

Landscape design, irrigation installation

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Tyler Faulk
Jacob Neri

REFERENCE III.

PROJECT NAME: J2 Storage Facility - Navarre
AGENCY: Oden Hardy Construction
ADDRESS: 1400 59th Street W
CITY, STATE, ZIP CODE: Bradenton, Fl. 34209
CONTACT PERSON: Chandler Hardy
TITLE: Project Manager
EMAIL: chardy@odenhardy.com
TELEPHONE: 941-792-2233
PROJECT COST: 111,512.50
COMPLETION DATE: 4/28/2020

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
(You may attach information to this form)

Landscape Design, irrigation

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Tyler Faulk
Jacob Neri



**SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

REFERENCE IV.

PROJECT NAME: Eglin Federal Credit Union
 AGENCY: LA Macchia Group
 ADDRESS: 157 North Milwaukee St.
 CITY, STATE, ZIP CODE: Milwaukee Wisconsin 53202
 CONTACT PERSON: L. Kevin Kuitz
 TITLE: Project Manager
 EMAIL: KKuitz@lamacchia.com
 TELEPHONE: 414-265-8743
 PROJECT COST: \$137,746.00
 COMPLETION DATE: 8,19-2020

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
 (You may attach information to this form)

Landscape design, irrigation installation
Landscape Maintenance

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Tyler Faulk, Jacob Neri
Chris Carr

REFERENCE V.

PROJECT NAME: Santa Rosa County Maintenance
 AGENCY: Santa Rosa County Tourist Development
 ADDRESS: 8543 Naurne Pkwy
 CITY, STATE, ZIP CODE: Naurne, FL 32564
 CONTACT PERSON: Julie White
 TITLE: Tourist Development Director
 EMAIL: Julie@SantarosaFl.gov
 TELEPHONE: 850-981-8900
 PROJECT COST: 130,056.00
 COMPLETION DATE: Maintenance Contract

SCOPE of Project (list tasks, attach samples of deliverables, outlines or descriptions of items:
 (You may attach information to this form)

Maintenance Contract

List key personnel assigned to this project that will work on the County project (include assignments. You may attach information to this form):

Tyler Faulk
Chris Carr



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

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

Yes: _____ No: X

Table with 2 columns: Name(s), Position(s). Multiple rows for listing names and positions.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: Prestige Landscapes
BY (PRINTED): Christopher Carr
BY (SIGNATURE): Christopher Carr
TITLE: Lawn Service Manager
ADDRESS: 1801 Persido St Navarre State FL Zip Code 32566
PHONE NO: 850-375-8552
E-MAIL: Chris@prestigelandscapes.NET
Date: 7-13-2021

Santa Rosa County
Insurance Requirements
March 2021

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits **\$1,000,000**. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of **\$1,000,000** per person/**\$1,000,000** per accident and **\$1,000,000** for property damage are required. This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

- 1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:
 - a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

3) It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

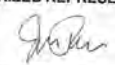
PRODUCER Arthur J. Gallagher Risk Services for CoAdvantage Jeffrey Rendel 250 Tequesta Drive Tequesta, FL 33418	CONTACT NAME: PHONE (A/C, No, Ext): (866) 854-5423 FAX (A/C, No): E-MAIL ADDRESS: coi@coadvantage.com	
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: American Zurich Insurance Company 40142 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED CoAdvantage Corporation Alt. Emp: Prestige Landscapes, LLC 101 Riverfront Blvd Suite 300 Bradenton, FL 34205		

COVERAGES **CERTIFICATE NUMBER: 21FL090958872** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 56-11-942-07	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000	
				Location Coverage Period:	04/01/2021	04/01/2022	Client# 115067-FL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage is provided for Prestige Landscapes, LLC
of, but not subcontractors 3107 Carvajal Ct
to: Navarre, FL 32566

CERTIFICATE HOLDER Santa Rosa County 6495 Caroline St. Suite Milton, FL 32578	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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FEDERATED MUTUAL INSURANCE COMPANY
121 East Park Square, Owatonna, MN 55060
(507) 455-5200

DECLARATIONS COMMERCIAL GENERAL LIABILITY COVERAGE PART

LIMITS OF INSURANCE

	Limit
GENERAL AGGREGATE LIMIT (Other than Products-Completed Operations)	<u>\$2,000,000</u>
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	<u>\$2,000,000</u>
PERSONAL & ADVERTISING INJURY LIMIT	<u>\$1,000,000</u>
EACH OCCURRENCE LIMIT	<u>\$1,000,000</u>
DAMAGE TO PREMISES RENTED TO YOU LIMIT	<u>\$100,000</u>
MEDICAL EXPENSE LIMIT	<u>\$5,000</u>

Any one premises

Any one person

Refer to General Liability Schedule CG-F-8 for Locations and Classifications.

ENDORSEMENTS APPLICABLE:

See Schedule Attached

This Coverage Part consists of: (1) this Coverage Part Declarations Page; (2) the Schedule of Forms and Endorsements if attached hereto; (3) all forms and endorsements listed on this Coverage Part Declarations Page or, if attached here, the Schedule of Forms and Endorsements; and (4) any other schedules attached hereto.

Includes copyrighted material of Insurance Services office, Inc., with its permission.



FEDERATED MUTUAL INSURANCE COMPANY
 121 East Park Square, Owatonna, MN 55060

**DECLARATIONS
 BUSINESS AUTO COVERAGE PART**

ITEM ONE - NAMED INSURED and Address - Refer to COMMON POLICY DECLARATIONS

ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

This coverage part provides only those coverages for which an "X" is shown in the Coverages Provided Column below. Each of these coverages will apply to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form.

COVERAGES	COVERED AUTOS (Entry of one or more symbols shows which "autos" are covered "autos")	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	COVERAGES PROVIDED
Covered Autos Liability	1	\$1,000,000	
Personal Injury Protection (or equivalent No-fault coverage)	5	Separately stated in each P.I.P. Endorsement	X
Added Personal Injury Protection or (or equivalent No-fault coverage)		Separately stated in each Added P.I.P. Endorsement	X
Property Protection Insurance (Michigan only)		Separately stated in the P.P.I. Endorsement	
Auto Medical Payments	2A	\$ Deductible (Nil if nothing shown) \$5,000	X
Uninsured Motorists	2A	SEE CA-F-93	X
Underinsured Motorists		\$ INCLUDED	
Physical Damage Comprehensive Coverage	2A	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the auto schedule for each covered "auto", but no deductible applies to "loss" caused by fire or lightning.	X
Physical Damage Specified Causes of Loss Coverage		Actual Cash Value or Cost of Repair, whichever is less, minus \$25 Deductible for each covered "auto" for "loss" caused by mischief or vandalism.	
Physical Damage Collision Coverage	2A	Actual Cash Value or Cost of Repair, whichever is less, minus the deductible stated in the auto schedule for each covered "auto".	X

DESCRIPTION OF ADDITIONAL COVERED AUTO DESIGNATION SYMBOLS

- Symbol 10 =
- Symbol 11 =
- Symbol 12 =
- Symbol 13 =

ITEM THREE - SCHEDULE OF COVERED "AUTOS" YOU OWN - REFER TO AUTO SCHEDULE

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUM - LIABILITY INSURANCE

State	Estimated Cost of Hire For Each State	Rate Per Each \$100 Cost of Hire
	IF ANY	

Cost of hire means the total amount you incur for the hire of "autos" you do not own (not including "autos" you borrow or rent from your employees or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

ITEM FIVE - SCHEDULE FOR NON-OWNERSHIP LIABILITY:

Rating Basis - Number of Employees:	23
-------------------------------------	----

FORMS AND ENDORSEMENTS APPLICABLE:

****SEE SCHEDULE ATTACHED****

This Coverage Part consists of: (1) this Coverage Part Declarations Page; (2) the Schedule of Forms and Endorsements if attached hereto; (3) all forms and endorsements listed on this Coverage Part Declarations Page or, if attached here, the Schedule of Forms and Endorsements; and (4) any other schedules attached hereto.

Insurance Checklist

Proposal/Project Reference **ITB 21-041 County Wide Landscape Maintenance Service**

Required Coverage (Marked by "X")	Minimum Limits
1. <input type="checkbox"/> Workers Compensation Proprietor/Executive Officers Exclusion not allowed	\$100,000. Employers Liab. \$100,000. Accident –Disease \$500,000. Disease policy Limit
2. <input type="checkbox"/> Commercial General Liability Including Premises operations-Products completed ops Contractual Liability and Personal and advertising Liability	\$1,000,000. CSL \$2,000,000. Annual Aggregate
3. <input checked="" type="checkbox"/> Automobile Liability – including Hired and Non- Owned	\$1,000,000. CSL
4. <input type="checkbox"/> Professional Liability coverage	\$1,000,000. Per Occurrence
5. <input type="checkbox"/> Asbestos Removal Liability	\$2,000,000. Per Occurrence
6. <input type="checkbox"/> Medical Malpractice	\$1,000,000 Per Occurrence
7. <input type="checkbox"/> Garage Liability	\$1,000,000. BI/PD- Occurrence
8. <input type="checkbox"/> Garage Keepers Liability	\$500,000. Comprehensive \$500,000. Collision
9. <input type="checkbox"/> Inland Marine- Bailee's Insurance	\$ _____
10. <input type="checkbox"/> Moving and Rigging Floater	Endorsement to CGL
11. <input type="checkbox"/> Crime/Dishonesty Bond	\$ _____
12. <input type="checkbox"/> Builders Risk/Installation Floater – Provide coverage in Full amount of Contract.	
13. <input type="checkbox"/> Owner's Protective Liability	\$ _____
14. <input type="checkbox"/> Excess/Umbrella Liability	\$ _____

General Requirements

- A. Carrier rating shall be A.M. Best rating of B++V or Better.
- B. Notice of Cancellation or Non-renewal or material change in coverage shall be provided to Santa Rosa County at least 30 days prior to action.
- C. Santa Rosa County shall be named as Additional Insured on all policies except Workers' Compensation.

Approved by the BOCC March 23, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM														
INSURED PRESTIGE LANDSCAPES LLC 1801 PRESIDIO ST NAVARRE, FL 32566-1041	INSURER(S) AFFORDING COVERAGE <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>INSURER A:</th> <th>NAIC #</th> </tr> <tr> <td>FEDERATED MUTUAL INSURANCE COMPANY</td> <td>13935</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A:	NAIC #	FEDERATED MUTUAL INSURANCE COMPANY	13935	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A:	NAIC #														
FEDERATED MUTUAL INSURANCE COMPANY	13935														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 35** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	6058617	01/01/2021	01/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6058617	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION	N	N	6058618	01/01/2021	01/01/2022	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 153-759-6 SANTA ROSA COUNTY 6495 CAROLINE ST MILTON, FL 32570-4595	35 0
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CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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2020 2021

SANTA ROSA COUNTY BUSINESS TAX RECEIPT

RECEIPT NUMBER INT-20-00174159

ACCOUNT NO.
49950

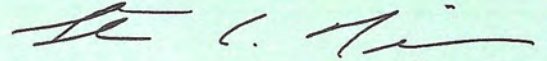
MACHINES	ROOMS	SEATS	EMPLOYEES ³	EXPIRES
BUSINESS TYPE	9024 SERVICE (SERVICE - LANDSCARPE AND MAINT)			SEPTEMBER 30, 2021

BUSINESS ADDRESS
1801 PERSIDIO ST
NAVARRE, FL 32566

PRESTIGE LANDSCAPES LLC
FAULK JAMES TYLER
PRESTIGE LANDSCAPES LLC
1801 PRESIDIO ST
NAVARRE, FL 32566

RENEWAL	
AMOUNT	13.75
PENALTY	0.00

TOTAL DUE	13.75
TOTAL PAID	13.75



STAN COLIE NICHOLS, TAX COLLECTOR
SANTA ROSA COUNTY, FLORIDA

ORIGINAL CHECK HAS AN ARTIFICIAL WATERMARK ON REVERSE SIDE - HOLD AT AN ANGLE TO VIEW

**Attachment “B”
Insurance Requirements**

**Santa Rosa County
Insurance Requirements
March 2021**

Workers' Compensation – meet statutory limits in compliance with the Workers Compensation Laws of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.

Commercial General Liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:

- a. Premises/operations
- b. Products/complete operations
- c. Contractual liability
- d. Independent contractors

Business Auto Liability – coverage shall provide minimum limits \$1,000,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 1,000,000 per person/1,000,000 per accident and 1,000,000 for property damage are required. This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owned autos

Special Requirements:

1) Prior to execution of a contract or agreement, certificates of insurance will be produced that shall provide for the following:

a. Santa Rosa County shall be named as an additional insured on all coverages except workers' compensation.

b. Santa Rosa County will be given thirty (30) days' notice prior to cancellation or modification of any stipulated insurance.

2) It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements.

3) *It should be noted that these are minimum requirements which are subject to modification in response to specialized or high hazard operations.*

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

**Attachment “C”
Civil Rights Clauses**

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

Attachment "D"
Scrutinized Contractors Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

DATE: 8/11/21

SIGNATURE: 

COMPANY: Prestige Landscaper

NAME: Tyler Faulk
(Typed or Printed)

ADDRESS: 1801 Presidio St.

TITLE: Owner

Navarre, FL 32566

E-MAIL: Tyler@Prestigelandscaper.net

PHONE NO.: 850-393-1168