



# Request for Purchase Under \$35K and Exempt

Request Date: 9/17/21

Requester: Tina Stewart

Dept/Director: Shannon Ogletree

Request: Contract with Green Energy Contracting for Landscaping Services for Santa Rosa Industrial Parks

## EXEMPT

N/A

## SPECIFIC REQUEST (\*include Amount of Purchase)

Sign contract with Green Energy Contracting, LLC in the amount of \$10,200 for annual landscaping services for Santa Rosa Industrial Park and the Northwest Florida Industrial Park @ I10.

## SUMMARY/BACKGROUND

An invitation to bid for landscaping services which included the Airport, the Santa Rosa Industrial Park @ I10 and the Santa Rosa Industrial Park was made in June 2021. Since then the Airport portion was pulled out of the bid. Green Energy was the lowest bidder for the parks.

## RECOMMENDATION

Staff recommends accepting Green Energy's bid for the parks and recommends executing the contract.

## FISCAL IMPACTS

Funds will come from the Industrial Park's other contractual services line item.

N/A

\_\_\_\_\_  
Jayne Nicholas, Director OMB

\_\_\_\_\_  
County Administrator or Assistant County Administrator

N/A

\_\_\_\_\_  
Date

Sep 28, 2021

\_\_\_\_\_  
Date

*The exemption above does not preclude the County from utilizing competitive procurement practices where possible. When the department intends to use one of the exemptions listed above, prior approval is required via this form from the Director of OMB through the Procurement Officer.*

**Please provide sufficient justification in your request to utilize one of the exceptions, include additional page if necessary.**

\* 18 - **Emergency Procurement**; If selecting this exemption, you must refer to the county procurement manual Section 18 for specific requisition requirements.

\* 19 - **Sole Source Procurement**; If selecting this exemption, you must refer to the county procurement manual Section 19 for specific requisition requirements.

\* 20 - **Single Source Procurement**; If selecting this exemption, you must refer to the county procurement policy Section 20 for specific requisition requirements.



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

## BID TABULATION

TO: Whom it may concern DATE: June 30, 2021  
 FROM: Santa Rosa County Procurement Office  
 SUBJECT: Bid Tabulation for ITB 21-038 **Airport & Industrial Parks Landscaping Services**

Notice is hereby given that the Santa Rosa County Board of County Commissioners received sealed bids on June 30, 2021 in the Office of Procurement for the Airport & Industrial Parks Landscaping Services as indicated within the bid package. Bid opening was held at 10:00 a.m. CST.

Present for Santa Rosa County: Lyndsey Gibson - Procurement Officer  
 Brandy Kea – Sr. Administrative Assistant  
 Tina Stewart – Business Development and Airport Manager  
 Doyle Godwin – Assistant Facilities Manager

Others in Attendance: Logan Conner – Green Energy Contracting  
 Rotolo Consultants Inc. (RCI)  
 Brian Benoit – Green Energy Contracting

Five bid submissions were received and recorded as follows:

Contractor	Landscape Services	Monthly Cost	Annual Cost
Morris & Morris Landscaping	Peter Prince Field Airport	\$ 10,833.00	\$ 130,000.00
	Santa Rosa Industrial Park	\$ 3,687.00	\$ 44,250.00
	NWF Industrial Park @ I10	\$ 3,687.00	\$ 44,250.00
The Four C's Landscaping DBA Altman Landscaping	Peter Prince Field Airport	\$ 4,320.00	\$ 51,840.00
	Santa Rosa Industrial Park	\$ 1,380.00	\$ 16,560.00
	NWF Industrial Park @ I10	\$ 720.00	\$ 8,640.00
Green Energy Contracting, LLC	Peter Prince Field Airport	\$ 4,600.00	\$ 55,200.00
	Santa Rosa Industrial Park	\$ 600.00	\$ 7,200.00
	NWF Industrial Park @ I10	\$ 250.00	\$ 3,000.00
Green View Turf Maintenance Inc. DBA Green View Organics	Peter Prince Field Airport	\$ 13,500.00	\$ 162,000.00
	Santa Rosa Industrial Park	\$ 4,050.00	\$ 48,600.00
	NWF Industrial Park @ I10	\$ 1,687.50	\$ 20,250.00
Rotolo Consultants, Inc. (RCI)	Peter Prince Field Airport	\$ 6,938.80	\$ 83,265.60
	Santa Rosa Industrial Park	\$ 1,495.13	\$ 17,941.56
	NWF Industrial Park @ I10	\$ 655.68	\$ 7,868.16

**AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA  
AND GREEN ENERGY CONTRACTING, LLC**

**THIS AGREEMENT** (hereinafter referred to as the “Agreement”) is made this \_\_\_\_\_, day of \_\_\_\_\_, 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 Green Energy Contracting, LLC a Limited Liability Corporation authorized to do business in the State of Florida a whose mailing address is 1305 Highway 90 West, Holt, Florida 32564 (hereinafter referred to as “Contractor”) whose Federal I.D. # is 45-1348542.

**RECITALS**

**WHEREAS**, the County is in need of a contractor to provide landscaping maintenance services for the Santa Rosa Industrial Park, and the Northwest Florida Industrial Park @ I10 (“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

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an annual amount Not to Exceed Ten Thousand Two Hundred Dollars (\$10,200.00) as further detailed below.

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

**1. 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 21-038 and Contractor’s Response;

Attachment “B” – Insurance Requirements;

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

Attachment “D” – Scrutinized Companies Certification;

**2. Services.** Contractor agrees to perform the following services, landscaping maintenance services for the Santa Rosa Industrial Park, and the Northwest Florida Industrial Park @ I10. 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 October 1, 2021 and shall continue for a period of Two (2) Years 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 three, one year renewals.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total annual amount Not to Exceed Ten Thousand Two Hundred Dollars (\$ 10,200.00)

- a. Contractor shall submit an invoice to the County every thirty 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](mailto: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:

<b>If to the County:</b>		<b>With a copy to:</b> Economic Development 6491 Caroline Street, Suite 4 Milton, FL 32570
<b>If to the Contractor:</b>		Green Energy Contracting, LLC 1305 Hwy 90 Holt, FL 32564

**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 1.

**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.


**26. 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:**

Teresa Wise  
Signature

Teresa Wise  
Print Name

BY:   
Patrick Davis, President

**ATTEST:**

**SANTA ROSA COUNTY, FLORIDA**

\_\_\_\_\_

BY: DeVann Cook  
DeVann Cook, Interim County Administrator

**Attachment "A"**

# **SANTA ROSA COUNTY, FLORIDA**



## **ITB 21-038 Airport & Industrial Parks Landscaping Services**

**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 9, 2021  
FROM: Santa Rosa County Procurement Office  
SUBJECT: **ITB 21-038 Airport & Industrial Parks Landscaping Services**

Notice is hereby given that the Santa Rosa County Board of County Commissioners will receive sealed bids for landscaping maintenance services for the Peter Prince Field Airport, Santa Rosa Industrial Park, and the Northwest Florida Industrial Park @ I10.

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 June 30, 2021**, at which time will be publicly opened. Only bids received by the afore stated time and date will be considered. E-mailed proposal responses will be rejected. All bids shall be sealed and clearly labeled, "**ITB 21-038 Airport & Industrial Parks Landscaping Services**". Please provide the original proposal, labeled "ORIGINAL", and one (1) electronic file in OCR (readable) PDF format.

A MANDATORY pre-bid conference will be held **on June 17, 2021, at 9:00 A.M.** at the Santa Rosa County Economic Development Office, 6491 Caroline Street, Suite 4, Milton, FL 32570. All interested parties are invited to attend. Only those businesses represented may participate in the bid.

Specifications may be secured by download from the Santa Rosa County Website: [www.santarosa.fl.gov](http://www.santarosa.fl.gov) (keyword BIDS). Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at [bidinfo@santarosa.fl.gov](mailto:bidinfo@santarosa.fl.gov) prior to **4:30 p.m. on June 23, 2021**.

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](mailto: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 9, 2021
Pre-Bid Conference;	June 17, 2021 @ 9:00 a.m.
Deadline for Questions	June 23, 2021 @ 4:30 p.m.
Bids Due	June 30, 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 21-038 Airport & Industrial Parks Landscaping Services**", 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 or alteration that a respondent wishes to propose must be clearly stated in the respondent's

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

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 were written in full therein.

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## 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 pursuant to a competitive solicitation are exempt from public disclosure until such time as

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

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](mailto: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.

Payment requests approved by the Engineer for work completed satisfactorily in accordance with the Contract Documents shall be reduced by a ten percent (10%) retainer. The ten

# **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

## EVALUATION OF BIDS AND AWARD OF CONTRACT

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

## **BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS**

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**  
**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 \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 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 21-038 Airport & Industrial Parks Landscaping Services**

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
<b>3. <input checked="" type="checkbox"/> Automobile Liability – including Hired and Non-Owned</b>	<b>\$1,000,000. CSL</b>
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	\$ _____
<b>14. <input checked="" type="checkbox"/> Excess/Umbrella Liability</b>	<b>\$_1,000,000.00_</b>

## 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

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Approved by the BOCC March 23, 2021

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

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**MINIMUM SPECIFICATIONS  
LANDSCAPING MAINTENANCE SERVICES FOR  
INDUSTRIAL AND AIRPORT PROPERTIES**

**I. INTRODUCTION**

Santa Rosa County is seeking INVITATIONS TO BID for landscaping maintenance services for the Peter Prince Field Airport, Santa Rosa Industrial Park, and the Northwest Florida Industrial Park @ I10.

**II. SCOPE OF SERVICES**

The contract will be for a period of two (2) years, with the possibility of annual renewals. All lawn and yard work to be performed under this proposal shall consist of furnishing all equipment, tools, labor, supervision, and insurance necessary to perform this contract. All work under this proposal may be done during or after normal business hours. The following areas of each site under this proposal shall be **MOWED, TRIMMED, EDGED, SWEPT, and WEEDED** two (2) times each month on a regular basis, other than June, July, and August, when three (3) times a month shall be required:

- Right of Ways
- Entrances
- Hangar Areas
- County Holding Pond Areas
- Runway Sides
- End of Runway

The time between cuttings should be done at equal intervals during the month. There will be 27 cuttings yearly. Santa Rosa County **REQUIRES** a schedule to verify rotation and frequency of work being performed.

When mowing the airport, **NO DEBRIS WHATSOEVER** shall be left on the runway or hangar aprons and taxiways and all debris must be removed by the contractor (off site), the day the cutting operation is performed. The areas around runway lights and directly up against hangars as well as cracks in the taxiways and runway must be **SPRAYED** by weed killer. The use of weed eaters on these areas is prohibited because of the potential to break the lighting or slinging rocks into hangars which will cause damage to the airplanes.

All items not covered in this bid may be negotiated between both parties. All items covered in this bid may be amended and negotiated by both parties.



### **III. RESPONSES TO PROPOSAL**

Responses must be clear and thorough, but concise, and must conform to all requirements stated in this ITB. Disregarding these requirements may result in disqualification of the proposal.

Any exceptions to the requirements of this ITB that your firm/agency request Santa Rosa County to consider must be addressed with specific reference the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this proposal. Any proposed terms and conditions, contracts, waivers, licenses, or agreement required by the firm should be included here with a brief explanatory introduction.

In the event any proposer shall include in the proposal any information deemed “proprietary” or “protected,” such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The county discourages the submission of such information and is a public entity, therefore cannot and does not warrant that the proprietary information will not be disclosed. The county shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

Proposals must include a cover letter submitted under the firm/agency’s name containing the name and title of the person authorized to commit the firm to a potential contract with the County. The cover letter should express the firm’s interest and serve as an executed summary of the proposal.

### **IV. QUALIFICATIONS**

All prospective contractors must have a minimum of five (5) years’ experience in servicing of grounds.

### **V. COST PROPOSAL**

1. A detailed cost proposal must be provided and marked as such. Costs should cover, at a minimum, items found in the Scope of Services. This information will not be considered during the initial stages of the evaluation process. Additional requirements are as follows:
  - a. Provide detailed explanations of any assumptions made in calculating costs.
  - b. Specify how proposer prefers payment (i.e., net, flat fee, per project, etc.) and how fees are computed.

### **VI. TERMS AND CONDITIONS**

1. The OWNER reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgement, best serves the interest of the OWNER, or to award a contract to the next most qualified submitter if a successful submitter does not execute a contract within thirty (30) days after approval of the selection by the OWNER. OWNER reserves the right, and has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the OWNER.
2. The OWNER reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of (90) days, to provide to the OWNER the services set forth in this Request for Proposals, or until one or more of the proposals have been withdrawn.
4. Proposals shall be sealed, and submitter should indicate externally on their proposal the following:
  - a. Title: BID# \_\_\_\_\_ Landscaping Maintenance Services
  - b. Name and address of submitter
5. Costs of preparation of a response to this request for proposals are solely those of the submitter. The OWNER assumes no responsibility for any such costs incurred by the submitter. The submitter also agrees that the OWNER bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.
6. The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the later of final project closeout or final audit by OMB of any project work performed under contract resulting from this ITB. The OWNER shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the OWNER, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction, and audit without restriction.
7. The county intends to enter into an Agreement with a single firm that provides all necessary disciplines required for the successful implementation of the proposed project.

8. The Contract form shall be provided by the County Attorney.
  
9. This is an Invitation to Bid and not an offer to purchase said services. The county shall have no obligation to any submitter who presents a submission and is not liable for any costs incurred by the submitter in preparation of the submission. The county reserves the right to award a contract solely based on the submission received and to award no contract whatsoever. The county reserves the right also to accept or reject submissions in whole or in part and to waive any defect, technical requirements and/or irregularities therein.

# Santa Rosa Industrial Park



# I-10 Park



360 180 0 360 Feet



# Santa Rosa Industrial Park



360 180 0 360 Feet

# Santa Rosa Industrial Park



300 150 0 300 Feet

# Peter Prince Airport



480 240 0 480 Feet





# Santa Rosa Industrial Park



# Santa Rosa Industrial Park



210 105 0 210 Feet



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

## BID SUBMISSION CHECKLIST

ITB 21-038 Airport & Industrial Parks Landscaping Services

Company: Green Energy Contracting, LLC

- 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
- Bid Form
- 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: Green Energy Contracting, LLC

By: Patrick Davis  
(Print)

Signature: [Handwritten Signature]

Title: President

Date: 6/29/21

**BID FORM**

**AIRPORT & INDUSTRIAL PARKS LANDSCAPE SERVICES**

Santa Rosa County Procurement Department  
6495 Caroline Street, Suite J  
Milton, FL 32570

Date: 6/29/21

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 and address of bidder Green Energy Contracting, LLC  
1305 Hwy 90 W, Milton FL 32564

LANDSCAPE SERVICES	MONTHLY COST	ANNUAL COST
<b>Peter Prince Field Airport</b> (Aviation Dr & N. Airport Rd)	\$ 4,600.00	\$ 55,200.00
<b>Santa Rosa Industrial Park</b> (ROW - Opportunity Dr, Armstrong Rd, Industrial Blvd, Progress Dr, Randy Brown Rd)	\$ 600.00	\$ 7,200.00
<b>Northwest Florida Industrial Park @ I10</b> (ROW - Technology Ave, Innovation Ln, Interface Ln, Corporate Ave)	\$ 250.00	\$ 3,000.00

Maps with mowing areas outlined in red are provided in bid package.



# 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.

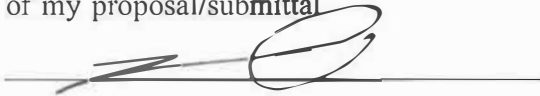
Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

**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, Patrick Davis representing Green Energy Contracting, LLC  
(Print) (Company)

On this 29<sup>th</sup> day of June 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

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 21-038 Airport + Industrial Parks Landscaping Services
2. This sworn statement is submitted by, Green Energy Contracting, LLC, whose business address is, 1305 Hwy 90 W, Holt FL 32564, and (if applicable) Federal Employer Identification Number (FEIN) is 45-1348542
3. My name is Patrick Davis and my relationship to the entity named above is President (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, employecs, 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

Patrick Davis  
Name

[Signature]  
Signature

6/29/21  
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 29th, 2021, and is personally known to me, or has provided \_\_\_\_\_ as identification.

STATE OF FLORIDA  
COUNTY OF: Osceola  
My Commission expires: April 01, 2022

Notary Public





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: Patrick Davis Title: President
Signature: [Handwritten Signature]
Firm: Green Energy Contracting, LLC
Street Address: 1305 Hwy 90 W
City: Molt
State: FL Zip Code: 32564
Solicitation Name Airport + Industrial Parks Landscaping Services # XX-XXX 21-038





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 Green Energy Contracting
PROPOSAL POINT OF CONTACT Brian Benoit PHONE 850-305-0522
EMAIL Brian@GEClandscaping.com

REFERENCE I.

PROJECT NAME: Eagles Landings
AGENCY: Eagles Landing Community Association Inc
ADDRESS: 92 Business Centre Dr Ste 101
CITY, STATE, ZIP CODE: Miramar Beach, FL 32550
CONTACT PERSON: Jimmy Sharpe
TITLE: President
EMAIL: Jsharpe@hcbadvisorygroup.com
TELEPHONE: 850-830-1960
PROJECT COST: \$65,317.56 contracted, \$21,772.44 sales
COMPLETION DATE: Active

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

Property maintenance, lawn care, tree care, Irrigation Repair
Drainage, Fertilization, weed & Pest control

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

Brian Benoit, Logan Gunner, Daniel Harman, Walter Kelly



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

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

REFERENCE II.

PROJECT NAME: Big Boss
AGENCY: Phillips Energy, Inc
ADDRESS: 806 West James Lee Blvd
CITY, STATE, ZIP CODE: Crestview, FL 32536
CONTACT PERSON: Debra Link
TITLE: VP
EMAIL: Debbie@phillipscapital.com
TELEPHONE: 850-682-5127
PROJECT COST: \$4,400.00 Contracted
COMPLETION DATE: Active

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

Lawn Care, Property Maintenance, Irrigation, Tree Care
Landscaping, Fertilization, weed control

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

Brian Benoit, Logan Conner, Daniel Herman

REFERENCE III.

PROJECT NAME: Halifax Homes
AGENCY: Halifax Homes, LLC
ADDRESS: 1305 Hwy 90 W
CITY, STATE, ZIP CODE: Holt FL 32564
CONTACT PERSON: Steve Campbell
TITLE:
EMAIL: Steve@homesbyhalifax.com
TELEPHONE: 850-902-8584
PROJECT COST: \$80,458.78 Contracted
COMPLETION DATE: Active

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

Lawn Care, Irrigation, Landscaping, Sod, Fertilization, Weed Control

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

Brian Benoit, Logan Conner, Walter Kelly



# SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

### REFERENCE IV.

PROJECT NAME: More Can be provided as needed

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: more Can be provided as needed

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):



# 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*

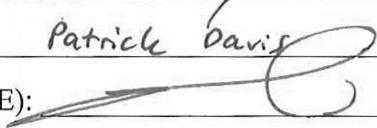
For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

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:  \_\_\_\_\_

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: Green Energy Contracting, LLC  
 BY (PRINTED): Patrick Davis  
 BY (SIGNATURE):   
 TITLE: President  
 ADDRESS: 1305 Hwy 90 W, Holt State FL Zip Code 32564  
 PHONE NO: 850-305-0522  
 E-MAIL: Brian@GEClandscaping.com  
 Date: 6/29/21

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/29/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Insurance Services LLC -CL</b> 1000 Urban Center Drive, Suite 625 Birmingham, AL 35242 205 969-5100	<b>CONTACT NAME:</b> Michelle Muscato <b>PHONE</b> (A/C No, Ext): 205 969-5100 <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b> michelle.muscato@usi.com														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Executive Risk Indemnity Inc.</td> <td>35181</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER D : Starr Indemnity &amp; Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Executive Risk Indemnity Inc.	35181	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C : Federal Insurance Company	20281	INSURER D : Starr Indemnity & Liability Company	38318	INSURER E :		INSURER F :
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INSURER F :															

**INSURED**  
 Green Energy Contracting, LLC  
 1305 Highway 90 West  
 Holt, FL 32564

**COVERAGES** **CERTIFICATE NUMBER:** **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PD Ded: \$2,000</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			<b>54310156</b>	<b>04/26/2021</b>	<b>04/26/2022</b>	EACH OCCURRENCE <b>\$1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b> MED EXP (Any one person) <b>\$5,000</b> PERSONAL & ADV INJURY <b>\$1,000,000</b> GENERAL AGGREGATE <b>\$2,000,000</b> PRODUCTS - COMP/OP AGG <b>\$2,000,000</b> \$
<b>C</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> <b>AL DED \$2,500</b>			<b>54310155</b>	<b>04/26/2021</b>	<b>04/26/2022</b>	COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <b>Comp/Coll</b> <b>\$3,000/3,000</b>
<b>B</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION <b>\$10,000</b>			<b>ZUP71N3910121NF</b>	<b>04/26/2021</b>	<b>04/26/2022</b>	EACH OCCURRENCE <b>\$2,000,000</b> AGGREGATE <b>\$2,000,000</b> \$
<b>C</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N / A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>54310157</b>	<b>04/26/2021</b>	<b>04/26/2022</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT <b>\$1,000,000</b> E.L. DISEASE - EA EMPLOYEE <b>\$1,000,000</b> E.L. DISEASE - POLICY LIMIT <b>\$1,000,000</b>
<b>D</b>	<b>Contractors Equipment</b>			<b>ITN100065086421</b>	<b>04/26/2021</b>	<b>04/26/2022</b>	<b>SEE DESCRIPTION</b>

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

**General Liability Coverage: Deductible is per occurrence**

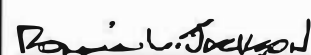
**UMBRELLA LIABILITY COVERAGE:**

Follow Form Excess Coverage over Commercial General Liability, Commercial Auto Liability, Employers

Liability subject to the terms and conditions of each policy.

(See Attached Descriptions)

**CERTIFICATE HOLDER** **CANCELLATION**

<b>Santa Rosa County Development Services</b> 6051 Old Bagdad Highway Milton, FL 32583	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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**2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L11000008414

**FILED**  
**Feb 15, 2021**  
**Secretary of State**  
**3614282557CC**

**Entity Name:** GREEN ENERGY CONTRACTING, LLC

**Current Principal Place of Business:**

1305 HIGHWAY 90 WEST  
HOLT, FL 32564

**Current Mailing Address:**

42 BUSINESS CENTRE DRIVE  
SUITE 101  
MIRAMAR BEACH, FL 32550 US

**FEI Number:** 45-1348542

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CAMPBELL, SCOTT M  
4100 LEGENDARY DRIVE  
SUITE 200  
DESTIN, FL 32541 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: SCOTT M CAMPBELL

02/15/2021

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title           MANAGER  
Name           PHILLIPS, RUPERT E  
Address        42 BUSINESS CENTRE DRIVE  
                  SUITE 101  
City-State-Zip: MIRAMAR BEACH FL 32550

Title           PRESIDENT  
Name           DAVIS, PATRICK  
Address        1305 HIGHWAY 90 WEST  
City-State-Zip: HOLT FL 32564

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: RUPERT E. PHILLIPS

MGR

02/15/2021

Electronic Signature of Signing Authorized Person(s) Detail

Date

**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 \$500,000. Combined Single Limit for bodily injury and property damage. If Split limit coverage is provided Limits of 500,000 per person/500,000 per accident and 500,000 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**

## Attachment “C”

### 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: 7/19/21

SIGNATURE: 

COMPANY: Green Energy Contracting LLC

NAME: Patrick S. Davis  
(Typed or Printed)

ADDRESS: 1305 Hwy 90 W  
Holt FL, 32564

TITLE: President

E-MAIL: patrickd@greencontracting.net

PHONE NO.: 850-537-4043






# Request for Purchase-Green Energy-Industrial Parks Landscaping

Final Audit Report

2021-09-28

Created:	2021-09-27
By:	Lyndsey Gibson (lyndseyg@santarosa.fl.gov)
Status:	Signed
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## "Request for Purchase-Green Energy-Industrial Parks Landscaping" History

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