

**AGREEMENT RELATING TO GROUNDS MAINTENANCE FOR  
ESCAMBIA COUNTY ATHLETIC PARKS (P.D. 19-20.016) - ZONE 3**

**THIS AGREEMENT** is made by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, FL 32502, and Rhett James Landscaping, Inc. (hereinafter referred to as "Contractor"), a for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 26-2633705, whose principal address is 401 El Matador Trail, Pensacola, FL 32506.

**WITNESSETH:**

**WHEREAS**, on December 20, 2019, the County issued a Request for Proposals (P.D. 19-20.016) seeking contractors to perform routine grounds keeping for County athletic parks located within nine geographic zones; and

**WHEREAS**, in response to the solicitation, Contractor submitted a proposal demonstrating that the Contractor was qualified to provide such services for Zone 3; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed and continue for a term of twelve (12) months.
3. **Scope.** Contractor agrees to perform in accordance with the scope of services as outlined in Escambia County's Request for Proposals *Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks (Zone 3), Specification No. P.D. 19-20.016*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Time for Performance.** Prior to beginning the performance of any services under this Agreement, the Contractor must receive a written Notice to Proceed from the Contract Administrator. Services will be performed once every seven (7) days during the growing season as determined by the Contract Administrator, and the frequency may be subject to change due to weather or other factors as determined by the Contract Administrator. No minimum quantity of work is guaranteed during the term of this Agreement, and only those tasks assigned by the Contract Administrator may be compensated.
5. **Compensation.** In exchange for the Contractor's provision of the scope of services referenced in Section 3 above, the County agrees to pay the Contractor a total of \$1,325.00 per week to include the following locations within Zone 3:

Cantonment Athletic Park	681 Well Line Road, Cantonment, FL	\$625.00 p/week
Ashton Brosnaham Park	10370 Ashton Brosnaham, Pensacola, FL	\$700.00 p/week

Contractor shall be responsible for providing all supplies, equipment, and labor necessary to perform the scope of services.

6. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

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

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

8. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

9. Insurance. The Contractor is required to carry the following insurance:
- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
  - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and
  - (c) Florida statutory Workers' Compensation and Employers' Liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

In the event Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days' advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

10. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

11. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Rhett James Landscaping, Inc.  
Attention: Rhett T. James  
401 El Matador Trail  
Pensacola, FL 32506

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time

to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

13. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate 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:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

14. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

15. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

16. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

17. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

18. Authority. Any individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party, as may be applicable and in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

Witness: *Haron R. Potts*

By: *Janice P. Gilley*  
Janice P. Gilley, County Administrator

Witness: *Kristin D. Hual*

Date: *9-14-20*

Approved as to form and legal sufficiency.

BCC Approved: \_\_\_\_\_

By/Title: *Kristin D. Hual, SACA*

**CONTRACTOR: RHETT JAMES LANDSCAPING,  
INC.**

Date: *02-25-2020*

By: *Rhett James*  
Rhett T. James, President

\_\_\_\_\_  
Corporate Secretary

Date: *2/27/20*

[SEAL]

Witness: *[Signature]*

Witness: *Bertina James*

at the expiration of the term of this agreement, the contractor shall be deemed to have accepted the terms and conditions of this agreement and shall be bound by the terms and conditions thereof. This agreement shall be binding on the contractor and its successors and assigns. The contractor shall be deemed to have accepted the terms and conditions of this agreement by its failure to object to the same within the time specified herein.

The contractor shall be deemed to have accepted the terms and conditions of this agreement by its failure to object to the same within the time specified herein. The contractor shall be deemed to have accepted the terms and conditions of this agreement by its failure to object to the same within the time specified herein.

The contractor shall be deemed to have accepted the terms and conditions of this agreement by its failure to object to the same within the time specified herein.

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

BY: [Signature]  
Name of Contractor

**ESCAMBIA COUNTY, FLORIDA**

**REQUEST FOR PROPOSALS**

**ESCAMBIA COUNTY PARKS AND RECREATION GROUNDS MOWING AND TRIMMING  
FOR ATHLETIC PARKS**

**SOLICITATION NUMBER PD 19-20.016**

**Responses will be received until 3:00 PM, CST, January 24, 2020**

**Two mandatory pre-solicitation conferences will be held at 9:30 AM and 3:30 PM, CST, on  
January 9, 2020**

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

**Board of County Commissioners  
Steven Barry, Chairman  
Robert D. Bender, Vice Chairman  
Jeff Bergosh  
Lumon J. May  
Douglas B. Underhill**

**From:  
Paul R. Nobles  
Purchasing Manager**

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

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**Assistance:  
Savannah Kruse  
Purchasing Specialist  
Escambia County Office of Purchasing  
213 Palafox Place  
2<sup>nd</sup> Floor, Matt Langley Bell III Building  
Pensacola, FL 32502  
Phone: 850-595-4982  
Email: SLKruse@myescambia.com**

**NOTICE**

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

**SPECIAL ACCOMODATIONS**

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

Escambia County, Florida  
Request for Proposals  
Proposer's Checklist

**Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks  
Solicitation Number PD 19-20.016**

**HOW TO SUBMIT YOUR PROPOSAL**

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

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

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

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

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

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

- Certificate of Insurance
- Signed Agreements

**HOW TO SUBMIT A "NO PROPOSAL":**

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



**Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks  
PD 19-20.016**

**REQUEST FOR PROPOSALS**

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# SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL

**SOLICITATION, OFFER AND BID FORM**

**ESCAMBIA COUNTY, FLORIDA**

Submit Offers to:

**Savannah Kruse**

**Request for Proposals**

**Purchasing Specialist**

Office of Purchasing, 2<sup>nd</sup> Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Phone: 850-595-4980

**Escambia County Parks and Recreation  
Grounds Mowing and Trimming for Athletic  
Parks**

**Solicitation Number PD 19-20.016**

**Solicitation**

**MAILING DATE:** 12/20/2019

**PRE-SOLICITATION CONFERENCE:** Two Mandatory Pre-Solicitation Conferences will be held at the Escambia County Parks Department Conference Room, at 1651 E 9 Mile Rd, Pensacola, FL 32514, at 9:30 AM and 3:30 AM CST, January 9, 2020.

**OFFERS WILL BE RECEIVED UNTIL:** 3:00 PM CST, January 24, 2020, and may not be withdrawn within 90 days after such date and time.

**POSTING OF SOLICITATION TABULATIONS**

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

**OFFER (SHALL BE COMPLETED BY OFFEROR)**

**Federal Employer Identification Number or S.S. Number:** \_\_\_\_\_

**Terms of Payment**

See Special Terms & Conditions

**Delivery Date will be \_\_\_\_\_ days after receipt of purchase order**

**Reason for No Offer**

**Vendor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, ST. & Zip:** \_\_\_\_\_

**Phone: (\_\_\_\_) \_\_\_\_\_**

**Toll Free: (\_\_\_\_) \_\_\_\_\_**

**Fax: (\_\_\_\_) \_\_\_\_\_**

\_\_\_\_\_  
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

\*  
\_\_\_\_\_  
Signature of Person Authorized to Sign Offer  
(Original Signature Required)

*\* Failure to execute this Form binding the Proposer's offer shall result in the Proposal being rejected as non-responsive.*

**Bid Form**

	Cost per Zone		Cost per Zone
<b>Zone 1</b>	\$	<b>Zone 6</b>	\$
<b>Zone 2</b>	\$	<b>Zone 7</b>	\$
<b>Zone 3</b>	\$	<b>Zone 8</b>	\$
<b>Zone 4</b>	\$	<b>Zone 9</b>	\$
<b>Zone 5</b>	\$		

**Total Bid Price:** \_\_\_\_\_

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

1. This sworn statement is submitted to

\_\_\_\_\_ (Print Name of Public Entity)

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

For \_\_\_\_\_  
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

And, if applicable, its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the Individual signing this  
sworn statement: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

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

\_\_\_\_\_  
Signature

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

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

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

**DRUG-FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

**Check One:**

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

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

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

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

**Information sheet for Transactions and Conveyances Corporate Identification**  
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

**Is this a Florida Corporation:**      Yes    or    No      (Please Circle One)

**If not a Florida Corporation:**

In what state was it created: \_\_\_\_\_

Name as spelled in that state: \_\_\_\_\_

**What kind of Corporation is it:**    "For Profit"    or    "Not for Profit"

**Is it in good standing:**    Yes            or    No

**Authorized to transact business in Florida:**    Yes            or    No

**State of Florida Department of State Certificate of Authority Document Number:** \_\_\_\_\_

**Does it use a registered fictitious name:** Yes            or    No

**Names of Officers:**

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_

Director: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

**Name of Corporation (As Used in Florida):**

\_\_\_\_\_

(Spelled Exactly as it is Registered with the State or Federal Government)

**Corporate Address:**

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**Please complete this form on the following page.**

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

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

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

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

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

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

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

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

\_\_\_\_\_

**END**

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

## **ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS**

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

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

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

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

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



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

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

## SPECIAL TERMS AND CONDITIONS

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

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

### Instructions to Offerors

#### 1. General Information

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

**Specification Number PD 19-20.016, Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks, Name of Submitting Firm, January 24, 2020 at 3:00 PM CST.**

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

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

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

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

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

#### **B. Definitions**

***Blackout Period*** means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are

received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

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

**C. Sanctions**

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

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

**2. Procurement Questions**

Questions shall be directed to Savannah Kruse, Purchasing Specialist, at SLKruse@myescambia.com. The last day for questions will be January 21, 2020 at 5:00 PM CST.

**3. Pre-Solicitation Conferences**

Two mandatory Pre-Solicitation Conference will be held at the Escambia County Parks Department Conference Room on January 9, 2020 at 9:30 AM and 3:30 PM CST.

All Offerors must be present for at least one of the two meetings. Offers received from any firm(s) that did not attend the Mandatory Pre-Solicitation Conference will be returned unopened.

**Walkthrough:** All interested parties are invited to attend a mandatory pre-solicitation conference on January 14, beginning at 10:00 AM CST at the Pensacola Beach zone. Any vendor that would like to bid on the Pensacola Beach zone must attend this walkthrough. At this time, the Board's representative(s) will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented, in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

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

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

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

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

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

**5. Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

**6. Payment**

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

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

**7. Protection of Property/Security**

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

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

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

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

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

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

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

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

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

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

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

**9. Price Adjustment**

The contract resulting from this Solicitation may include provisions for price adjustments after twelve (12) months. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

**10. Changes – Service Contracts**

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

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

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

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

**11. Term of Offer**

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

**12. Award**

Multiple awards will be made based upon responsibility and responsiveness to the needs of the County. It is the intent of the County to award no more than two (2) zones with the responsive and responsible bidders who can provide the services based upon the needs of the County at the time.

**13. Termination**

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

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

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

### **Non-Contract Insurance Requirements**

#### **15. Standard Insurance Requirements and Certificates**

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

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

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

##### **A. County Insurance Required**

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

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

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

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

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities but are merely

minimums.

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

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

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

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

**B. Workers Compensation Coverage**

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

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

**C. General, Automobile and Excess or Umbrella Liability Coverage**

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000.00 per occurrence for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

**D. General Liability Coverage – Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.



Coverage C, medical payments, is not required.

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

**E. Business Auto Liability Coverage**

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

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

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

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

**G. Evidence/Certificates of Insurance**

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

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

Certificates should contain the following additional information:

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

Escambia County

Attention: Savannah Kruse, Purchasing Specialist  
Office of Purchasing, Room 11.101  
213 Palafox Place 2nd Floor  
Pensacola, FL 32591  
Fax (850) 595-4806

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

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

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

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

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

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

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

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

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

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

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

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

#### **16. Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, and costs of suit, including attorneys' fees and paralegals' fees, for

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

## **REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT**

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

### **Part A Summary**

#### **Part I General Information**

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

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

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Experience and Qualifications
- 2-5 Cost Proposal

#### **Part III Criteria for Selection**

#### **Part IV Scope of Work**

**PART I GENERAL INFORMATION**

**1-1 PURPOSE**

The Board of County Commissioners of Escambia County is seeking the Professional Services of qualified contractors to provide mowing and trimming services at specified locations throughout Escambia County.

**1-2 OBJECTIVE**

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

**1-3 ISSUING OFFICER**

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Michael Rhodes, Parks and Recreation Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2<sup>nd</sup> Floor, Pensacola, Florida, 32502.

**1-4 CONTRACT CONSIDERATION**

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

**1-5 REJECTION**

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

**1-6 INQUIRIES**

All questions regarding this Request for Proposal shall be directed to Savannah Kruse, Purchasing Specialist, in writing via email at SLKruse@myescambia.com.

**1-7 ADDENDA**

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

**1-8 SCHEDULE**

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

- A. Mailing (Advertisement) Date.....December 20, 2019
- B. Mandatory Pre-Proposal Conference...January 9, 2020 at 9:30 AM and 3:30 PM CST

- C. Receipt of Proposals.....January 24, 2020 at 3:00 PM CST
- D. Proposal Review.....January 29, 2020
- H. Target Board Date.....February 20, 2020

**1-9 PROPOSAL CONTENT AND SIGNATURE**

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

**1-10 RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements and selection criteria. There shall be avoidance of fancy bindings and promotional material within. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format.

**1-11 PRIME CONTRACT RESPONSIBILITIES**

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

**1-12 DISCLOSURE**

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

**1-13 DELAYS**

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

**1-14 WORK PLAN CONTROL**

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

**1-15 METHOD OF PAYMENT**

See Special Terms and Conditions.

**PART II                      INFORMATION REQUIRED FROM CONTRACTORS**

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

**2-1     PROPOSAL FORMAT AND CONTENT**

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

**2-2     INTRODUCTION**

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

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

**2-3     UNDERSTANDING OF THE PROJECT**

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

**2-4     EXPERIENCE AND QUALIFICATIONS**

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

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

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

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

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

**2-5 COST PROPOSAL**

Proposers shall fill in their pricing for each zone they wish to bid on. Proposers must also fill in their total pricing on the bid form.

**Zone 1**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Cost Per Mowing</u>
Walnut Hill C.C.	7850 Highway 97	Walnut Hill	\$ _____
Bradberry	4760 Highway 99A	Molino	\$ _____
Travis Nelson	4525 W Highway 4	Bratt	\$ _____
<b>Weekly Total for Zone 1</b>			\$ _____

**Zone 2**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Cost Per Mowing</u>
Molino	2320 Crabtree Church	Molino	\$ _____
Quintette	2490 Quintette Lane	Cantonment	\$ _____
Santa Maria Plaza	199 Madrid Road	Cantonment	\$ _____
<b>Weekly Total for Zone 2</b>			\$ _____

**Zone 3**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Cost Per Mowing</u>
Cantonment	681 Well Line Road	Cantonment	\$ _____
Ashton Brosnaham	10370 Ashton Brosnaham	Pensacola	\$ _____
<b>Weekly Total for Zone 3</b>			\$ _____

**Zone 4**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Cost Per Mowing</u>
John R Jones	555 E Nine Mile Road	Pensacola	\$ _____
<b>Weekly Total for Zone 4</b>			\$ _____



**Zone 5**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Cost Per Mowing</u>
Bellview	2750 Longleaf Avenue	Pensacola	\$
Lewis Powell	7000 Rolling Hills	Pensacola	\$
Myrtle Grove	99 N 61st Avenue	Pensacola	\$
<b>Weekly Total for Zone 5</b>			\$

**Zone 6**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Cost Per Mowing</u>
Brent	4711 N. W Street	Pensacola	\$
Raymond Riddle	1704 N. W Street	Pensacola	\$
Mayfair	50 S. Garfield	Pensacola	\$
<b>Weekly Total for Zone 6</b>			\$

**Zone 7**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Cost Per Mowing</u>
Southwest Sports Complex	2020 Bauer Road	Pensacola	\$
Baars Field	13001 Sorrento Road	Pensacola	\$
<b>Weekly Total for Zone 7</b>			\$

**Zone 8**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Cost Per Mowing</u>
Brownsville C.C.	3200 W. DeSoto Street	Pensacola	\$
Englewood C.C.	2751 N. H Street	Pensacola	\$
Old Molino School	6450 Highway 95A N.	Molino	\$
<b>Weekly Total for Zone 8</b>			\$

**Zone 9**

<u>Name</u>	<u>Address</u>	<u>City</u>	<u>Cost Per Mowing</u>
Pensacola Beach	Via de Luna Dr	Gulf Breeze	\$
<b>Weekly Total for Zone 9</b>			\$

**PART III**

**CRITERIA FOR SELECTION**

Please include written answers to the following criteria. Please note that (3.) does not require a written response; prices on the bid form will contribute to this given point value.

<b>Criteria</b>	<b>Maximum Possible Points</b>
1. List experience in landscaping. Please list any experience in servicing public facilities for Escambia County BCC or any other municipalities?	25
2. List any experience specifically servicing athletic fields.	25
3. Pricing will be taken from bid form and compared to other vendors' unit price for respective zone.	20
4. List all of the different types of equipment you will use to handle the contract.	15
5. What is your current workload compared to your company's capacity?	15
<b>Total</b>	<b>100</b>

## PART IV

### SCOPE OF WORK

This project requires mowing and trimming services at specified locations throughout Escambia County. The work will include:

#### 4-1 Game Surface Areas, Athletic Fields, and Common Areas.

These areas are generally Bermuda or Centipede turf areas and will be maintained at a high level of maintenance during the playing season in order to promote improved playability among the users. High speed rotary mowers will be required for this type mowing. The following specifications will apply to mowing areas:

- i. **Frequency:** Once per week during growing season as directed by Contract Supervisor. The Cost Proposal requires a "weekly" mowing cost, however, it is estimated that each zone will require approximately forty (40) mows annually due to non-growing season and other events that may impact the ability to mow weekly.
- ii. **Type of Mower:** High speed rotary mower.
- iii. **Cutting Height:** Maximum 1 ¾ inches for athletic turf. No more than 1/3 of the grass height shall be cut off at any one mowing.
- iv. **Scalping:** Mowing decks must not scalp the turf and if this occurs, the contractor shall be responsible for replacing the turf.
- v. **Edging and Trimming:** Maximum two-inches, minimum one-inch height or equal to the mowing if using a string or blade trimmer. ***All paved surfaces/grass areas shall be trimmed at each mowing. Failure to do so will cause forfeiture of payment for that facility.***
- vi. **Fence Lines:** Chemical treatment (Round-Up) shall be applied to no greater than six-inches either side of the fence or adjacent to other structures such as light poles, building, etc.
- vii. **Direction of Mowing:** On baseball fields with grass infields, the direction of mowing shall be such as to not allow grass trimmings to fall on the infield dirt surfaces. This is true also for softball fields with skinned infields. It is the responsibility of the contractor to remove or distribute grass clippings from game surface areas. Alteration of mowing direction should be done as good mowing practice. Contractor is responsible for blowing grass clippings off sidewalks, parking areas, playgrounds or any other areas that require a neat appearance. ***Failure to do so will cause forfeiture of payment for that facility.***

#### 4-2 Community Centers and Pensacola Beach

- i. These building have heavy use depending on the time of the year and will be maintained at a high level of maintenance during the growing season. The contractor will work with Parks management to arrange a schedule that meets the needs of the community center and the contractor.
- ii. Flower beds need to be mulched twice a year and weed control used as needed.

iii. Shrubs shall be pruned and maintained once a month throughout the growing season.

iv. Sidewalks shall be edged and blown off every week.

The following general conditions will apply to all areas:

- **Trash Removal Prior to Mowing.** Contractor will be responsible for policing the area to be mowed and remove any trash to prevent the cutting of trash as part of the mowing process and prevent further problems in the parks or grounds area.
- **Cleanup.** The Contractor is responsible for the cleanup of any trash cut by mowers as well as grass clippings, cleaning of sidewalks, street areas, curb and gutter areas and other non-turf areas within the park. Cleaning methods suitable for clippings are blowers, brooms, rakes, as deemed appropriate by the Contractor.
- **Damage Repair.** The Contractor will be responsible for repairing, at Contractors expense, any damage to any of the existing structures and facilities determined to be caused by the Contractor in the process of mowing the grounds, this includes sprinkler heads.
- **Keys and Locks.** Contractor will be provided with keys to all locks on gates and other entrance areas to parks, grounds and areas to be mowed by Escambia County. To prevent unauthorized access in specific areas, gates shall be locked by the Contractor prior to leaving the property. Any damage incurred and/or property stolen due to unsecured locks and/or chains will be paid for by Contractor.
- **Insurance Requirements.** See Special Terms and Conditions.
- **License and Certification Requirements.** Contractor will have required license and certifications as required by State law.
- **Reports and Follow-up.** Contractor will provide a weekly report to the Escambia County Parks and Recreation Department personnel on the previous week's activities and the next week's planned schedule. At the discretion of the Contract Management Supervisor during any point in the term of the contract, the reporting may be reduced to once every two weeks or once per month, depending upon the activity and/or schedule with the Contractor. Contractor will provide pictures of any issues found on site and advise County of any changes to mowing schedule.

**Mowing Frequency.** Mowing will be performed once every seven days. At certain athletic fields and at Pensacola Beach, mowing shall occur on selected days by the county in order to avoid conflict of heavy crowds or scheduled games. Premature mowing or billing will not be allowed. The recreation management team may be the only people to give direction to the mowing contractors.



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager  
Office of Purchasing

December 26, 2019

To: All Known Prospective Submitters

**ADDENDUM NUMBER 1:**

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming  
for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for the following updates to the insurance requirements noted in the solicitation.

Per the Escambia County Department of Risk Management, the following insurance will not be required from Section H of the insurance section:

- Motor Truck Cargo Coverage
- Pollution/Environmental Impairment Liability Coverage

This Addendum Number 1 is furnished to all known prospective submitters. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Savannah Kruse  
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SLK

213 South Palafox Place, 2<sup>nd</sup> Floor • Pensacola, Florida 32502  
P.O. Box 1591 • Pensacola, Florida 32591-1591  
850.595.4980 • [www.myescambia.com](http://www.myescambia.com)





Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager  
Office of Purchasing

January 13, 2020

To: All Known Prospective Submitters

**ADDENDUM NUMBER 2:**

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming  
for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 states a reminder for the mandatory walk-through at Zone 9, Pensacola Beach.

This is a reminder that all submitters that wish to submit a bid for Zone 9, Pensacola Beach, must attend the walk-through on January 14, 2020 at 10 AM. All submitters will meet at the Santa Rosa Island Authority parking lot, located at 1 Via de Luna Dr., Gulf Breeze, FL 32561.

This Addendum Number 2 is furnished to all known prospective submitters. Please sign and submit one copy of this Addendum, with signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

*Savannah Kruse*

Savannah Kruse  
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SLK

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Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager  
Office of Purchasing

January 17, 2020

To: All Known Prospective Submitters

**ADDENDUM NUMBER 3:**

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming  
for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 3 provides a question from a vendor and an answer from the purchasing specialist.

Question: Is there a bid bond required for this solicitation?

Answer: There is no bid bond required for this solicitation.

This Addendum Number 3 is furnished to all known prospective submitters. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

*Savannah Kruse*

Savannah Kruse  
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SLK



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager  
Office of Purchasing

January 22, 2020

To: All Known Prospective Submitters

**ADDENDUM NUMBER 4:**

Re: PD 19-20.016 Escambia County Parks and Recreation Grounds Mowing and Trimming for Athletic Parks

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 4 provides a question from a vendor and an answer from the project manager.

Question: Are landscape beds at the community centers to be mulched based on evidence of a previously mulched bed? For example, evident pine straw or mulch existing now. There are quite a few areas that look like they should be mulched but have been unattended for a period of time.

Answer: All beds on the property that have any evidence of mulch need to be included in the quote. If there is an area in question that you can't see any previous mulch than it doesn't need to be included.

This Addendum Number 4 is furnished to all known prospective submitters. Please sign and return one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

*Savannah Kruse*

Savannah Kruse  
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: \_\_\_\_\_

COMPANY: \_\_\_\_\_

SLK

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