

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

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 12th, day of October, 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 for profit organization authorized to do business in the State of Florida whose mailing address is 1305 Hwy 90 W, 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 Sidewalk Landscape and Right of Way Mowing (“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 response 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 amount not to exceed Two-Hundred Thousand Dollars (\$200,000.00) 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 21-061 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, Sidewalk Landscape and Right of Way Mowing. The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately

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

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

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

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total not to exceed Two-Hundred Thousand Dollars (\$ 200,000.00) annually.

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

b. Disbursement:

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 Thirty (30) days to cure such default. If the default remains uncured after Forty-Five (45) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in

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

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

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

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

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

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

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

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

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

If to the County:		With a copy to: Public Works Department 6075 Old Bagdad Highway Milton, FL 32583
If to the Contractor:		Green Energy Contracting, LLC 1305 Highway 90 W 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:

Lenna Wise
Signature

BY: *[Signature]*
Patrick Davis, President

Teresa Wise
Print Name

ATTEST:



SANTA ROSA COUNTY, FLORIDA

[Signature]
Donald C. Spencer, Clerk of Court

BY: *[Signature]*
David C. Piech, Chairman

Attachment "A"

SANTA ROSA COUNTY, FLORIDA



ITB # 21-061 Sidewalk Landscape & Right of Way Mowing

September 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

TO: Company Addressed DATE: September 3, 2021

FROM: Santa Rosa County Procurement Office

SUBJECT: **ITB 21-061 Sidewalk Landscape & Right of Way Mowing**

Notice is hereby given that the Santa Rosa County Board of County Commissioners will receive sealed bids from qualified contractors for sidewalk landscape maintenance at various locations throughout the county.

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 September 20, 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 21-061 Sidewalk Landscape & Right of Way Mowing**". Please provide the original proposal, labeled "ORIGINAL", and one (1) electronic file in OCR (readable) PDF format.

Specifications may be secured by download from the Santa Rosa County Website: www.santarosa.fl.gov/391/Procurement-Office "Bid Opportunities". Questions concerning this request should be directed to the Santa Rosa County Procurement Office in writing at bidinfo@santarosa.fl.gov prior to **12:00 p.m. on September 10, 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.

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	September 4, 2021
Deadline for Questions	September 10, 2021 @ 12:00 p.m.
Bids Due	September 20, 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.

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

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

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 21-061 Sidewalk Landscape & Right of Way Mowing**", 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 response in the form of an addendum to the original bid documents.

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

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 the County provides notice of an intended decision or until 30 days after opening the bids,

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

proposals, or final replies, whichever is earlier.

COMPLIANCE WITH FLORIDA STATUTE 119.0701

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

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

SUSPENSION OR TERMINATION FOR CONVENIENCE

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

FAILURE OF PERFORMANCE/DELIVERY

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

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

AUDIT

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

NON-COLLUSION

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

PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

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

INVESTIGATION OF RESPONDENT

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

CONE OF SILENCE CLAUSE

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

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

EVALUATION OF BIDS AND AWARD OF CONTRACT

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

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

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

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

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

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

FORM OF AGREEMENT:

The Contract form shall be provided by the Procurement Office. The successful contractor shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the Procurement Office all required contract documents. The awarded contractor shall also deliver the policies of insurance or insurance certificate as required. All insurance documents shall be approved by Santa Rosa County Procurement Office before the successful contractor may proceed with the work.

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

BID GUARANTEE

Each bid shall be submitted on the bid form provided and must be accompanied by a Certified Check or Bid Bond in the amount of five percent (5%) of the Base Bid, and copies of all required licenses. Such Bid Bond or Check is given with the understanding and agreement that

BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS

it guarantees:

(1) that the bidder will not withdraw his bid for a period of 60 days after the bids have been opened; and, (2) that if his bid is accepted, the Bidder will enter into the written Contract with Santa Rosa County and furnish the required Performance Bond Payment Bond Insurance Certificates, within 10 days after receipt of Notice of Award of his bid. Pursuant to Florida Statutes, Section 255.05, should the contract exceed \$100,000, the Contractor shall be required to execute and record performance and payment bonds. These bonds must state the name and principal business address of both the principal and the surety and a description of the project sufficient to identify it. In the event the bidder fails to comply with any of these conditions and requirements in whole or in part, the full amount of the bond or check shall be automatically forfeited to Santa Rosa County as damages on account of the default of the bidder.

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.

General Requirements

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

Approved by the BOCC March 23, 2021

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

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MINIMUM SPECIFICATIONS

QUALIFICATIONS OF CONTRACTORS:

Prospective contractors must have a minimum of five (5) years' experience in landscape maintenance. Contractors must be familiar with FDOT safety and temporary traffic control protocols for working within the State's and Santa Rosa County's right-of-way.

INSPECTION OF PREMISES:

All prospective contractors must inspect the grounds of the referenced landscape areas in order to be fully aware of the scope of services required. Bidders may contact the Procurement Department at bidinfo@santarosa.fl.gov with any questions concerning inspection of premises.

SCOPE OF WORK:

Service will be for the following areas:

1. East Bay Boulevard. (Highway 98 to Highway 87)
2. Red Brick Road Highway 90 (Ward Basin Road. to FFS HU2/ 9433 Hwy 90)
3. Spencer Field Road(s) (North, South, East and West, Giddens Rd. to Norris Rd., N. Spencer Field Rd. to Danbury Blvd., N. Spencer Field Rd. to Winner's Gait Circle)
4. Tiger Point Boulevard. (Highway 98 to Madura)
5. Magnolia Street (Dogwood Road to Stewart Street)
6. Ward Basin Road (Highway 90 to Gardner Street)
7. Avenida Del Sol (East Bay Boulevard to Fourth Street)
8. Nevada Street (Avenida Del Sol to Highway 87)
9. High School Boulevard (Highway 87 to Pawnee Drive)
10. Rosasco Street (Highway 87 to 89)
11. Byrom Street (King Street to Rosasco Street)
12. Hamilton Bridge Road (East Spencer Field Rd. to Emerald Rd.)
13. Spring Street (Jay City Limits to School Street)
14. School Street (Spring Street to Highway 89)
15. Pawnee Drive (Deer Ln. to Shipton Street)
16. Ortega Street (High School Blvd. to Highway 98)
17. Norris Road (West Spencer Field Rd. to Chumuckla Hwy)
18. Skipper Lane (Pace Ln. to Bell Ln.)
19. Rolyat Road (From West Spencer Field Rd. to Park Entrance)

All maintenance work to be performed under this contract shall consist of furnishing all equipment, materials, tools, labor, supervision, maintenance of traffic (MOT)/temporary traffic control (TTC) and insurance necessary to perform this contract. The work to be completed at each site shall include but not belimited to litter pick-up/removal, mowing, "weed eating", trimming, edging, sweeping, blowing, and sidewalk weed control (weeds growing in cracks, joints crevices of walkways). Weeds may be controlled/removed using herbicides and/or mechanical means. Clippings and trimmings shall be removed immediately from sidewalks and roads and removed from the work area the same day work is completed.

All work under this contract may be done during or after normal business hours and in conformance with Florida Department of Transpiration (FDOT) specifications and requirements.

Unless specifically stated otherwise, FDOT maintenance specifications shall govern the work performed. There are nineteen (19) proposed project areas in this contract. Please provide quotes for each of the project areas. Each area will be serviced monthly during the months of October through March, and bi-weekly during the months of April through September. In addition, the selected contractor shall negotiate in good faith with the county for the extension of services to landscape areas added in the future.

Note for all work in this document:

- Contract will be for a period of one year, with the possibility of two annual renewals.
- Contractor shall provide a monthly work schedule by the first of each month for the duration of the contract.
- Debris, trash, clippings, trimmings, and excess materials and equipment from the above-mentioned operations should be removed from the work area by the contractor, the day the cutting operation was performed.
- The sweeping and blowing of the sidewalks and parking areas should be done immediately after cutting is complete.

Maintenance for all areas shall include:

- Litter pickup/disposal
- Mowing
- Weed trimming “weed eating”
- Vegetation trimming
- Tree trimming - limbs that encroach into the maintenance area shall be trimmed back up to a height of 10 feet and all trimmings shall be removed.
- Edging
- Sweeping
- Blowing
- Sidewalk, landing, & crosswalk weed control
- Trash & debris removal
- Handrails, fences, drainage structure throats and grates within the maintenance areas shall be kept weed free.

Specific maintenance areas and work include:

- 1) East Bay Blvd. (Highway 98 to Highway 87) – This maintenance area is located on the North and West side Eastbay Blvd. The project area begins on the NW corner of the intersection of Hwy 98 and East Bay Blvd. and ends at the NW corner of the intersection of Hwy 87 and East Bay Blvd. The width of maintenance in the right-of-way includes the area from the edge of roadway pavement to the edge of the county right-of-way. Maintenance shall also include all cross walks associated with the East Bay Blvd. Sidewalk. The far end of each cross walk shall be mowed/maintained at least six feet from edge/end of sidewalk landing.
- 2) Red Brick Road Hwy 90 (Ward Basin Rd. to FFS HU2) – This maintenance area is the historic State Road 1 which is a walking trail from Ward Basin Road to FFS HU2. The width of the maintenance area includes a 15’ wide brick, concrete and asphalt walkway and a 5’ wide strip of grass along each side of the sidewalk.

- 3) Spencer Field Sidewalks (North, South, East and West, Giddens Rd. to Norris Rd., N. Spencer Field Rd. to Danbury Blvd., N. Spencer Field Rd. to Winner's Gait Circle) – This maintenance area includes the perimeter sidewalk area around NAS Spencer Field and the sidewalk and grassed area between the NAS Spencer Field perimeter fence to the edge of roadway pavement. In addition, it includes the areas between the edge of pavement and the right of way between Giddens Rd. to Norris Rd., N. Spencer Field Rd. to Danbury Blvd. on the West side, and N. Spencer Field Rd. to Winners Gait Circle on the East side. West Spencer Field Road includes Maintenance for sidewalks, crosswalks, landings, and grassed areas between the edge of pavement and right of way. Maintenance shall also include all cross walks associated with the Spencer Field Sidewalk. The far end of each cross walk shall be mowed/maintained at least six feet from edge/end of sidewalk landing.
- 4) Tiger Point Blvd. Sidewalk (West side right-of-way) – This maintenance area includes the West side of the right-of-way from Hwy 98 to the NE corner of residential property 4008 Tiger Point Blvd. Maintenance width shall be from the back of concrete curb to the existing wood line.
- 5) Magnolia Street (Dogwood Street to Stewart Street) – This maintenance area is on the South side of Magnolia Street, between Dogwood Street and Stewart Street. The width of R/W to be maintained is from the south edge of sidewalk to the edge of roadway pavement.
- 6) Ward Basin Road (Hwy 90 to Printers Alley) – This maintenance area is on the West side of Ward Basin Road between Hwy90 and Printers Alley Road. The area shall be maintained from the edge of roadway pavement to the fence line along the west side of the right-of-way.
- 7) Avenida Del Sol (East Bay Blvd. to Fourth Street) – This maintenance area is the West side of the right-of-way between East Bay Blvd and Fourth Street. The area shall be maintained from the edge of pavement to the edge of the county right-of-way.
- 8) Nevada Street (Avenida Del Sol to Hwy87) - This maintenance area is the South side of the Nevada Street right-of-way between Avenida Del Sol and Frontera Street and the Northside of Nevada Street from Frontera Street to East Bay Blvd. The areas shall be maintained from the edge of pavement to the edge of the county right-of-way.
- 9) High School Boulevard (Highway 87 to Pawnee Drive) - This maintenance area is the High School Blvd Hwy 87 and Pawnee Drive. The area shall be maintained from right-of-way to right-of-way. (Both sides of r/w).
- 10) Rosasco Street (Hwy 87 to 89) This maintenance area is on the South side of Rosasco Street, between Dogwood Street and Stewart Street. The areas shall be maintained from the edge of pavement to the edge of the county right-of-way, including all sidewalks, crosswalks, and landings.
- 11) Bryom Street (King Street to Rosasco Street) This maintenance area is on the East side of Byrom Street, between King Street and Rosasco Street. The areas shall be maintained from the edge of pavement to the edge of the county right-of-way, including all sidewalks, crosswalks, and landings.

- 12) Hamilton Bridge Road (East Spencer Field Rd. to Emerald Rd.) This maintenance area is on the North side of Hamilton Bridge Road, between East Spencerfield Road to Emerald Road. The areas shall be maintained from the edge of pavement to the edge of the county right-of-way, including all sidewalks, crosswalks, and landings.
- 13) Spring Street (Jay City Limits to School Street) This maintenance area is the North side of Spring Street from Jay City limits to School Street. The areas shall be maintained from the edge of pavement to the edge of the county right-of-way, including all sidewalks, crosswalks, and landings.
- 14) School Street (Spring Street to Hwy 89) This maintenance area is the South side of School Street. The areas shall be maintained from the edge of pavement to the edge of the county right-of-way, including all sidewalks, crosswalks, and landings.
- 15) Pawnee Drive (High School Blvd to Timber Ln.) - This maintenance area is the West side of the Pawnee Drive right-of-way between High School Blvd and Timber Ln. The area shall be maintained from the edge of pavement to the edge of the county right-of-way.
- 16) Ortega Street (High School Blvd to HWY 98) - This maintenance area is the West side of the Ortega Street right-of-way between Hwy 98 and High School Blvd. The area shall be maintained from the edge of pavement to the edge of the county right-of-way.
- 17) Norris Road (W. Spencer Field to Chumuckla Hwy) This maintenance area is the South side of Norris Road. The areas shall be maintained from the edge of pavement to the edge of the county right-of-way, including all sidewalks, crosswalks, and landings.
- 18) Skipper Lane (Pace Ln. to Bell Ln.) This maintenance area is both sides of Skipper Ln. The areas shall be maintained from the edge of pavement to the edge of the county right-of-way, including all sidewalks, crosswalks, and landings.
- 19) Rolyat Road (W. Spencer Field to Park Entrance) This maintenance area is the South side of Rolyat Road. The areas shall be maintained from the edge of pavement to the edge of the county right-of-way, including all sidewalks, crosswalks, and landings.

NOTE:

Please use the Bid Form above, NO OTHER BID FORM WILL BE ACCEPTED.

Additional required forms include five (5) professional references that demonstrate a minimum of five (5) years of work experience and signed and notarized sworn statement under Section 287.133 (3) (A), Florida Statutes, On Public Entity Crimes and References.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

BID SUBMISSION CHECKLIST

ITB 21-061 Sidewalk Landscape & Right of Way Mowing

Contractor: 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 Bond
- Bid Form and Unit Pricing
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- References Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Addendum (s) if any
- Proof of Active Status with Florida Department of State Division of Corporations (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 S. Davis
(Print)

Signature: _____

Title: President

Date: 9.17.21



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

BID FORM

(May be copied by the Bidder on his own letterhead)

TO: Santa Rosa County Procurement Department
Attention Procurement Officer
6495 Caroline Street, Suite L
Milton, Florida 32570

REFERENCE: **ITB 21-061 Sidewalk Landscape & Right of Way Mowing**

To whom it may concern,

I, Green Energy Contracting, LLC have received and reviewed the Bidding Documents consisting of Specifications (Project Manual) entitled **ITB 21-061 Sidewalk Landscape & Right of Way Mowing**, prepared by Santa Rosa County Public Works.

I have also received Addenda Numbers #1, #2 and have included their provisions in my Bid.

In submitting the Bid, I agree:

1. To hold my bid in full force and effect for a period of sixty (60) calendar days after the time of the opening of this Bid.
2. To accept the provisions of the Instructions to Bidders regarding disposition of Bid Guarantee.
3. To enter into and execute a Contract within 10 (ten) calendar days after said Contract is delivered to me, if awarded on the basis of this Bid.
4. To accomplish the work in accordance with the Contract Documents.

I will construct this project for the lump sum price of:

TOTAL BID Ninety eight thousand six hundred seventy six ²³/₁₀₀ \$ 98,676 . 29

It is the contractor's responsibility to carefully review the plans, specifications, and project to determine what is needed to do the whole job, and to reflect this in his LUMP SUM BID. This basis of award will be the total base bid for the project.



SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT

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

FIRM: Green Energy Contracting, LLC

BY (print): Patrick S. Davis

SIGNATURE: [Signature]

TITLE: President

DATE: 9.17.21

MAILING ADDRESS 1305 Hwy 90 W
Ho1st, FL
32564

PHONE (850) 537-4043 FAX ()

EMAIL Brian@GELLandscaping.com

Sidewalk Landscape & Right of Way Mowing BID FORM

8/26/21 BID FORM

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

Dear Sir/Madam:

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.

Names and Address of Bidder:

Project Roads	Project Limits	Length (Miles)	Width (Ft)	Area (Acres)	Price
East Bay Blvd	Hwy 98 to Hwy 87	10.3	40	49.9	\$ 39,953.45
Red Brick Road Hwy90	Ward Basin to FFS HU2/9433 Hwy 90	5.9	25	17.9	\$ 12,759.09
Spencer Field Roads	N,S,E,&W, Giddens to Norris, N. Spencer to Danbury & Winners Gait	4.8	20	11.6	\$ 15,255.23
Tiger Point Blvd.	Hwy 98 to Madura Rd.	0.5	20	1.2	\$ 907.20
Magnolia St	Dogwood St. to Stewart St.	0.8	12	1.2	\$ 1,758.97
Ward Basin Road	Hwy 90 to Gardner Street	0.4	15	0.7	\$ 1,759.83
Avenida Del Sol	East Bay Blvd to Fourth Street	2.0	12	2.9	\$ 2,752.48
Nevada St	Avenida Del Sol to Hwy 87	0.9	15	1.6	\$ 1,968.52
High School Blvd	Hwy87 to Pawnee Drive	1.1	25	3.3	\$ 3,886.21
Rosasco St	Hwy 87 to 89	0.5	15	0.9	\$ 1,583.97
Bryom St	King St. to Rosasco St.	0.3	15	0.5	\$ 654.88
Hamilton Bridge Rd	East Spencer Field Rd. to Emerald Rd.	0.8	15	1.5	\$ 1,464.79
Spring St.	Jay City Limits to School St.	0.7	20	1.7	\$ 1,279.09
School St.	Spring St. to HWY 89	0.3	15	0.5	\$ 1,081.29
Pawnee Dr	High School Blvd to Timber Ln.	0.7	15	1.2	\$ 1,921.24
Ortega St	High School Blvd to HWY 98	1.4	17	2.9	\$ 4,302.40
Norris Rd	W. Spencer Field to Chumuckla Hwy.	0.8	20	1.8	\$ 2,096.53
Skipper Lane	Pace Ln to Bell Ln.	0.3	50	1.6	\$ 2,141.65
Rolyat Rd	West Spencer Field Rd. to Park Entrance	0.1	25	0.3	\$ 1,120.00
TOTAL ANNUAL BID					98,678.29
TOTAL AREA 103.5					
ESTIMATED COST PER AREA*					\$ 953.39

* Estimated cost per area is the total annual bid divided by the total of all areas. This figure will be used to guide negotiations for adding areas.

** Approximate Lengths, Widths, and Areas. Area does not account for residential frontage where citizens may choose to perform maintenance in the right of way.

COMPANY REPRESENTATIVE SIGNATURE: _____

Date: 9-17-21



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 17th day of September 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]
(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 # 21-061
Sidewalk Landscape and Right of Way Mowing
2. This sworn statement is submitted by, Green Energy Contracting, LLC, whose business address 1305 N Hwy 90 W Holt, FL 32564, and (if applicable) Federal Employer Identification Number (FEIN) is 45-1348542 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
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, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



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

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

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

Patrick Davis
Name

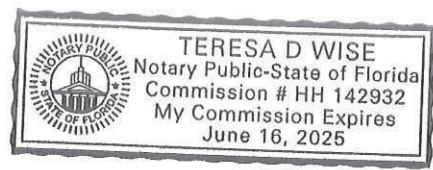
[Signature]
Signature

9-17-2021
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this day of Sept 17, 2021, and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA
COUNTY OF: Okaloosa
My Commission expires: June 16, 2025

Notary Public





SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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DEBARMENT FORM SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

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

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Patrick Davis Title: President

Signature: _____

Firm: Green Energy Contracting, LLC

Street Address: 1305 Hwy 90 W

City: Molt

State: FL Zip Code: 32564

Solicitation Name Sidewalk Landscape + Right of Way mowing # XX-XXX ITB # 21-061



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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REFERENCES FORM

SRC Procurement Form Memo 024_00_082719

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

YOUR FIRMS NAME Green Energy Contracting, LLC
PROPOSAL POINT OF CONTACT Brian Benoit PHONE 850-305-0522
EMAIL Brian@geclandscaping.com

REFERENCE I.

PROJECT NAME: Eagles Landing
AGENCY: Eagles Landing Community Association, Inc
ADDRESS: 42 Business Center Dr, Ste 101
CITY, STATE, ZIP CODE: Miramar Beach, FL 32550
CONTACT PERSON: Timmy Sharpe
TITLE: President
EMAIL: Tsharpe@hcbadvisorygroup.com
TELEPHONE: 850-830-1966
PROJECT COST: \$65,317.56 Contracted, \$21,722.44 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)

Lawn Care, Tree Care, Fertilization, Weed/Pest Control
Property Maintenance

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 Daniel Harman
Logan Conner Walter Kelly



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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REFERENCE II.

PROJECT NAME: Big Boss
 AGENCY: Phillips Energy, Inc
 ADDRESS: 806 west Jones lcc Blvd
 CITY, STATE, ZIP CODE: Crestview, FL 32536
 CONTACT PERSON: Debra Link
 TITLE: VP
 EMAIL: Debbie@phillipscapital.com
 TELEPHONE: 850-682-5127
 PROJECT COST: \$44,400.00 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, Tree Care, Fertilization, Weed/Post Control
Property Maintenance

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

<u>Brian Benoit</u>	<u>Daniel Herman</u>
<u>Logan Connor</u>	<u>Walter Kelly</u>

REFERENCE III.

PROJECT NAME: Halifax Homes
 AGENCY: Halifax Homes, LLC
 ADDRESS: 1305 Hwy 90 W
 CITY, STATE, ZIP CODE: Molt FL, 32564
 CONTACT PERSON: Mia Batson
 TITLE: Admin
 EMAIL: Mia@phillipshomesfl.com
 TELEPHONE: 850-634-6059
 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, Sodding, Grading
Fertilization, Weed/Post Control, Property Maintenance

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

<u>Brian Benoit</u>	<u>Daniel Herman</u>
<u>Logan Connor</u>	<u>Walter Kelly</u>



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REFERENCE IV.

PROJECT NAME: More Available upon Request

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 Available upon Request

AGENCY: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

TITLE: _____

EMAIL: _____

TELEPHONE: _____

PROJECT COST: _____

COMPLETION DATE: _____

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

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



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CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

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

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

Yes: _____ No:

Name(s)

Position(s)

_____	_____
_____	_____
_____	_____
_____	_____

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

FIRM NAME: Green Energy Contracting, LLC

BY (PRINTED): Patriek Davis

BY (SIGNATURE): [Signature]

TITLE: President

ADDRESS: 1305 Hwy 90 W, Holt State FL Zip Code 32564

PHONE NO: 850-537-4043

E-MAIL: Brian@GecLandscaping.com

Date: 9/17/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/16/2021

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).

PRODUCER: USI Insurance Services LLC -CL, 1000 Urban Center Drive, Suite 625, Birmingham, AL 35242, 205 969-5100. CONTACT NAME: Michelle Muscato, PHONE (A/C, No, Ext): 205 969-5100, FAX (A/C, No):, E-MAIL ADDRESS: michelle.muscato@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Executive Risk Indemnity Inc. (NAIC # 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: .

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL/SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (54310156), C AUTOMOBILE LIABILITY (54310155), B UMBRELLA LIAB (ZUP71N3910121NF), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (54310157), D Contractors Equip (ITN100065086421), C Installation (06712232ECE).

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. 30 Day Notice of Cancellation/10 Day Non Payment of Premium - General Liability Policy (FORM: 10-02-2494), Automobile (FORM:16-02-0322) and Workers Compensation (FORM: WC 99 06 62) policies - Notice to be provided (See Attached Descriptions)

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Santa Rosa County Development Services, 6051 Old Bagdad Highway, Suite 202, Milton, FL 32583. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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ADDENDUM FORM

To: Planholders
From: Procurement Office
Date: September 10, 2021
Ref: Addendum #1 for **ITB 21-061 Sidewalk Landscape & Right of Way Mowing**

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

QUESTIONS AND ANSWERS:

1. On the BID INSTRUCTIONS, SUBMITTAL REQUIREMENTS AND GENERAL BID CONDITIONS page, it is stated that if the contract resulting from this bid exceeds \$100,000, a Performance and Payment bond will need to be executed and recorded with Santa Rosa County. Please confirm that a P&P Bond will be required for this bid/contract.
 - a. Also, if this bond is required, please provide the total amount or percentage that this bond needs to be executed for.
Yes a bond will be required if the contract resulting from the bid exceeds \$100,000. Performance and Payment bonds would be for 100% of the contract price.
2. Can site maps with boundary lines for each location be provided?
Site maps will not be provided.
3. It is stated in the specifications that each area will be services "monthly during the months of October through March, and bi-weekly during the months of April through September.". This works out to approximately 18 visits per year. Please confirm that each bidder needs to include 18 visits per year in our bid pricing.
 - a. If a different frequency is desired, please specify total number of visits to be bid. Bids should be based on 20 visits per year. 20 visits is based on 52 weeks with 7 visits for half a year and 13 visits the other half.
4. Both sweeping and blowing is listed in the specifications for tasks to be provided at each location. Does sweeping of any streets or sidewalks need to be included or will blowing suffice if areas are completely cleaned of all debris generated during services?
Both methods are acceptable either completed individually or in combination as long as the streets and sidewalks are cleaned and free of clippings, debris, trash, etc.
5. Please confirm that this bid does not include any median areas or median islands. No islands or medians are currently installed along these locations however, it is the bidders responsibility to confirm with site visits to these locations. Islands and medians associated with pedestrian crossings are to be included.



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- Please also confirm that there will be no landscape bed maintenance in this bid and only mowing services should be included.
No landscape bed maintenance.

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

NAME/TITLE: Patrick Davis President SIGNATURE: 
COMPANY: Green Energy Contracting, LLC DATE: 9/17/21

End of Addendum #1



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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

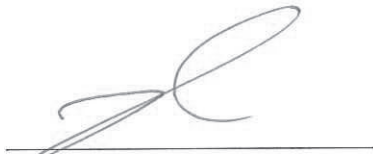
ADDENDUM FORM

To: Planholders
From: Procurement Office
Date: September 16, 2021
Ref: Addendum #2 for ITB 21-061 Sidewalk Landscape & Right of Way Mowing

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

Notice: The Cone of Silence, sworn statement on Public Entity Crimes, and Conflict of interest forms were inadvertently left out of the Bid Package and since have been updated to the Bid Package on the vendor registry site. Please Make sure the attached forms are submitted with your bid package.

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

NAME/TITLE: Patrick Davis President SIGNATURE: 
COMPANY: Green Energy Contracting, llc DATE: 9/17/2021

See Attached.

2021 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L11000008414

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	Title	PRESIDENT
Name	PHILLIPS, RUPERT E	Name	DAVIS, PATRICK
Address	42 BUSINESS CENTRE DRIVE SUITE 101	Address	1305 HIGHWAY 90 WEST
City-State-Zip:	MIRAMAR BEACH FL 32550	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: 10/6/2021

SIGNATURE: 

COMPANY: Green Energy Contracting, LLC NAME: Patrick Davis
(Typed or Printed)

ADDRESS: 1305 Hwy 90 W
Holt, FL 32564

TITLE: President

E-MAIL: patrickd@geccontracting.net

PHONE NO.: 850-537-4043