

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR
WAKULLA COUNTY BICYCLE TRAIL MOWING AND
MAINTENANCE
RFP 2024-10**

RFP ADVERTISE DATE: February 29, 2024
RFP RELEASE DATE: February 29, 2024
RESPONSES DUE DATE AND TIME: April 1, 2024 @ 3:00 P.M.

MAIL OR DELIVER RESPONSES TO:
(hand-delivery or express mail services)
Wakulla County Board of County Commissioners
ATTN: RFP 2024-10
3093 Crawfordville Highway
Crawfordville, FL 32327

Contact:
PROCUREMENT OFFICE
Patty Taylor
3093 Crawfordville Highway
Crawfordville, FL 32327
850-926-0919
ptaylor@mywakulla.com

RFP 2024-10 WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE
INTENT AND GENERAL INFORMATION

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Wakulla County, Florida through Requests for Proposals No. 2024-10, is soliciting proposals from qualified businesses registered to do business in the State of Florida for bicycle trail mowing and maintenance which shall include grass cutting, weed eating, edging, blowing, and any other required maintenance as specified in the Scope of Services herein referred to as “the Services”.

The Two Trails to be maintained are:

1. U.S. 98 Bike Trail:

The Trail Begins in Ochlocknee Bay at the corner of Surf Road and US-98 extending on US 98.

- The trail extends approximately 21.3 miles to Woodville Highway.
- The mowing area is approximately 80 acres.
- There are 31 landscape plant beds that require maintenance as shown in Appendix C.

2. Ochlocknee Bay Bike Trail:

The Trail Begins at the Mashas Sands Boat Ramp on Mashas Sands Road and extends west to US 98, then continues on Surf Road to US 319 (Sopchoppy Highway) then extends west of US 319 to Sopchoppy and ends at Clermont Ave.

- The trail extends approximately 12.5 Miles.
- The mowing area is approximately 24 acres

Sites 1&2 are approximately **thirty-four (33.8) miles.** Which is approximately **104 Acres** to be maintained.

A mandatory pre-proposal conference and site visit is scheduled for March 12, 2024, at 10:00 a.m. EST at the Wakulla County Board of County Commissioners Administration Office located at 3093 Crawfordville Highway, Crawfordville, Florida 32327. The pre-proposal meeting is **MANDATORY for all contractors who plan to submit proposals.** Attendees must sign in at the pre-proposal conference in order to be authorized to submit a proposal on the project. All question(s) asked at the pre-proposal meeting will not be formally addressed via addendum unless provided to the County in writing.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the “RFP”). Under the proposal process of Wakulla County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Procurement Office will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically

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modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

Proposers interested in the Work are instructed to submit **three (3) original hard copies and one (1) electronic copy** (non-returnable USB flash drive) of its **complete** Proposal in accordance with this RFP, no later than **April 1, 2024 @ 3:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the Procurement Office at 3093 Crawfordville Highway, Crawfordville, FL 32327. (Microsoft Word versions of all appendixes can be requested from the Procurement Office.) Proposals received after this date and time will not be considered and shall be returned unopened.

- **Wakulla County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Wakulla County strictly enforces open and fair competition.**

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 850-926-0919 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The RFP and any addenda issued are available on the Wakulla County website at <http://www.mywakulla.com> or by contacting the County at 850-926-0919. All questions pertaining to this RFP should be submitted in writing in accordance with the RFP instructions set forth in Section 1.1 of the RFP.

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SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
RFP Advertisement Date	February 29, 2024
Release of RFP	February 29, 2024
Mandatory Pre-Proposal Meeting and Site Visit	March 12, 2024 @ 10:00am
Technical Questions Due from Prospective Proposers	March 15, 2024 by 5:00pm
Responses to technical questions due	March 22, 2024
PROPOSALS DUE TO BOCC	April 1, 2024 @ 3:00pm
Oral Presentations	April 9 – April 10, 2024
Posting of Intended Award	April 15, 2024
Board Consideration of Intended Award	April 22, 2024
Posting of Notice of Award	April 23, 2024

- 1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Patty Taylor, Procurement and Contracts Coordinator, at ptaylor@mywakulla.com.

Questions and responses will be posted on the County's Website and, if necessary, an Addendum(s) will be issued.

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **February 29, 2024**.
- 2.2 The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the plans, specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s)

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SECTION 3.0 SCOPE OF SERVICES (SOS) / SCOPE OF WORK (SOW)

3.1 This section contains the Scope of Service that will be required in any contract that may be executed because of this proposal. By submitting a reply, each proposer specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this proposal, all requirements referencing “Contractor” contained within the Scope of Service below will be applicable to the Proposer should they be deemed the successful Proposer.

All services to be performed by, or under the direction of the successful Proposer under any resultant contract, shall meet or exceed the minimum requirement outlined in this Proposal. Under no circumstances shall services meeting less than the minimum services requirements be permitted without the prior written approval of the County; otherwise, it shall be considered that services proposed will performed in strict compliance with requirement and rules, regulations and governance contained in this Proposal and successful Proposer shall be held responsible, therefore.

3.2 **Scope of Service.** This section contains the Scope of Service that will be required in any contract that may be executed because of this request for proposals. By submitting a reply, each Bidder specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this Bid, all requirements referencing “Contractor” contained within the Scope of Service below will be applicable to the Bidder should they be deemed the successful Bidder.

All services to be performed by, or under the direction of the successful Bidder under any resultant contract, shall meet or exceed the minimum requirement outlined in this Bid. Under no circumstances shall services meeting less than the minimum services requirements be permitted without the prior written approval of the County; otherwise, it shall be considered that services proposed will be performed in strict compliance with requirement and rules, regulations and governance contained in this Bid and the successful Bidder shall be held responsible therefore.

General Information for the Wakulla County Bike Trail System portion of the Capital City to the Sea Trail System: The Wakulla County Bike Trail System is made up of two (2) trails that require mowing, trimming and general landscape services (APPENDIX C).. Each trail requires mowing and landscape services every two (2) weeks (bi-weekly – 20 cuts) between the months of March through November.

The Two Trails to be maintained are:

3. U.S. 98 Bike Trail:

The Trail Begins in Ochlocknee Bay at the corner of Surf Road and US-98 extending on US 98.

- The trail extends approximately 21.3 miles to Woodville Highway.
- The mowing area is approximately 80 acres.
- There are 31 landscape plant beds that require maintenance as shown in APPENDIX C.

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4. Ochlocknee Bay Bike Trail:

The Trail Begins at the Mashas Sands Boat Ramp on Mashas Sands Road and extends west to US 98, then continues on Surf Road to US 319 (Sopchoppy Highway) then extends west of US 319 to Sopchoppy and ends at Clermont Ave.

- The trail extends approximately 12.5 Miles.
- The mowing area is approximately 24 acres.

Sites 1&2 are approximately **thirty-four (33.8) miles.** Which is approximately **104 Acres** to be maintained.

Maintenance Schedule for the Wakulla County Bike Trail System: All sites require mowing and general maintenance and landscape services every two (2) weeks between the months of March through November. Beginning in December and through the month of February both trails require blowing, cleaning and general Maintenance every (2) weeks.

The County shall notify the Contractor when additional mowing or general maintenance is needed and may modify the proposed schedules because of weather conditions. Mowing may be postponed during dry periods that do not promote ample growth of vegetation and additional mowing may be requested during seasonal rainy periods.

Wakulla County reserves the right to increase or reduce the number of cuts at any or all the sites in any month due to rain, drought, storm damage, lack of available funding, or any other reason. The Contractor will be notified in writing of the need for additional or fewer mowing events or general maintenance events and the contractor will be paid for the actual number of mowing events during a given month.

The County reserves the right to increase or decrease the amount of acreage to be mowed and/or trimmed as necessary, at any of the areas shown in effect at the time of the change, as funding allows. Any change in the area will require advance written notice to the contractor by the County. Any change in area resulting in an increase in maximum compensation shall require an amendment to the contract. The contractor shall be held to the bid prices cited in the original signed contract with Wakulla County.

General Specifications

- The selected Bidder shall supply all necessary equipment, labor and materials to complete the work as defined within the scope of services.
- All equipment used by the Contractor shall be operated in compliance with all Federal, State and manufacturers safety requirements.

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- The Contractor shall notify the County immediately of any damages to Wakulla County property resulting from mowing and other landscape services.
- The bidder will perform cleanup of litter and debris prior to mowing.
- Special care shall be taken if the Bidder is mowing along slopes to ensure the Bidder's equipment will not damage grass areas that will cause erosion during periods of rain. The Bidder shall use equipment suitable for slopes.
- Bidder will ensure that staff are identifiable in company uniform shirts always and trucks are identifiable with company information/logo.
- Smoking or profanity will not be allowed in visitor use areas.
- All mowed areas shall have a maximum finished cutting height of three (3) to three and a half (3 ½) inches except for residential areas of site 2 and 3 which shall have a finished cutting height of two (2) to two and a half (2 ½) inches.
- Due to the natural landscaping setting of which the paved bike trail flows, there are many areas in which sod has been installed and established more on one side of the trail than the other side. Right of Way (ROW), presence of vegetative buffer, and vegetative buffer width also varies. For this bid all mowing or trimming shall be done within the confines of the Google Earth files provided and during the mandatory site visit during the pre-bid meeting.
- The County Manager or designee shall review the completed work and any discrepancies shall be corrected within seventy-two (72) hours or the cost for the unsatisfactory area will be deducted from the invoice amount.
- All string trimming around manmade structures (signposts, fences, buildings, picnic tables/shelters, grills, poles, road culverts, metal well posts at the dam, guard rail posts, information signs, kiosks, Bridge abutments etc.) shall be finished height of two (2) to two and a half (2 1/2) inches and is to be performed at the time the site is mowed. Contractor will take special care to avoid string trimmer damage to trees.
- Roundup® or equivalent herbicide may be used in lieu of string trimming without leaving unsightly areas of dead vegetation. Leave no more than a 1-foot (one) feet wide area of dead vegetation around posts, trees, buildings, fence lines, etc. where herbicide is used.
- Roundup® or equivalent herbicide shall be used to spray to kill weeds growing in the trail or aprons.
- Edging around all hardened surfaces (concrete, asphalt, etc.) either natural or constructed

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and planting beds. The Bike Trail (Asphalt) shall be edged at least once in March and once in August. Edging of concrete areas shall be performed monthly.

- Remove all debris, sand, grass and leaves from hardened surfaces (concrete, asphalt, etc.) after mowing and trimming.
- Pruning of hanging limbs – minimum of seven (7) feet in height over all public walkways, fourteen (14) feet in height from all driving surface (roads/parking), four (4) feet from all walks and roofs. The contractor is to remove and properly dispose of all pruning debris off Bike Trail property.
- The County shall notify the Contractor when additional mowing is needed and may modify the proposed mowing schedule because of weather conditions. Mowing may be postponed during dry periods that do not promote ample growth of vegetation and additional mowing may be requested during seasonal rainy periods.
- No Mowing services will be performed during the months of December through February.
- Blowing, collecting and removing leaf material shall be performed every two weeks during the months of December through February.
- The contractor will be responsible for identifying all trail maintenance issues such as pavement potholes, erosion issues etc. that it encounters during its maintenance operations and report such issues immediately to the County.
- Contractor will be responsible to inspect the trail system after a substantial rain or storm event that creates rainfall of 1” or above on any segment of the trail and remove debris and sand from the trail and clean debris from the Stormwater grates along the trail section along US319 Sopchoppy Hwy.
- Contractor is required to power down and move equipment when encountering persons using the Bike Trail.

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

4.1 Overview

4.1.1 The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

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- 4.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible in accordance with Sec. 2.255(c) of the Wakulla County Code of Ordinances.
- 4.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 4.1.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:
- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
 - b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
 - c. Individual shall show the Proposer's name and business address.
 - d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.
- 4.1.5 All names shall be printed in ink below the signatures.
- 4.1.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.
- 4.1.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

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4.1.8 A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

4.2 Proposal Construction

Proposer will construct its Proposal in the following format as outlined. A divider must separate each section as prescribed.

TAB 1 – PROPOSAL TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (FORM No. 1)

All signatures must be by an individual with authority to legally bind the Proposer, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Proposer, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the webpage(s) from <http://www.sunbiz.org> as certification of this required information. Verify that all addenda and tax identification number have been provided.

TAB 2 – EXECUTIVE SUMMARY AND QUALIFICATION APPLICATION (FORM No. 2)

This summary should be no more than three (3), front and back, pages. Include Form 2, Qualification Application and Questionnaire. Additional pages may be added to Form 2 if needed.

TAB 3 – LETTERS OF REFERENCE (FORM No. 3)

Include three reference letters from similarly situated communities, local governments or commercial jobs dated 2018 or later. Letters must be on the entities letterhead and signed by an authorized official and include a brief description of the project and results, date of the project and name of contact person, e-mail, and phone number.

TAB 4 – KEY STAFF

Include a summary of leadership and key staff, their role and experience that will be assigned to work with the County.

TAB 5 – REQUIRED FORMS DOCUMENTS AND CERTIFICATIONS

The following forms must be fully filled out and signed by a person with authority to bind the Proposer:

Form No. 4 Indemnification and Hold Harmless Statement

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- Form No. 5 Public Entity Crimes Sworn Statement
- Form No. 6 Equal Employment Opportunity/Affirmative Action Statement
- Form No. 7 Drug Free Workplace Certification
- Form No. 8 Conflicts of Interest Disclosure
- Form No. 9 Non-Collusion Affidavit
- Form No. 10 Ethics Clause
- Form No. 11 List of Proposed Sub-Contractors
- Form No. 12 Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions
- Form No. 13 E-Verify Compliance Certification
- Form No. 14 Insurance Certification
- Form No. 15 Comments on Proposed Contract
- Form No. 16 Cost Proposal

Please note any concerns with the proposed contract on Form No. 15. Any comments that are included on this form regarding the contract documents will be forwarded to the legal department for review. The County's acceptance of comments does not guarantee any revision of the contract documents. Comments not included on this form **WILL NOT** be considered. Please indicate NONE or Not Applicable (N/A) if there are no comments on the proposed contract documents.

COST PROPOSAL

Cost Proposal shall be in a separate sealed envelope/package. Each Proposer must complete and submit the Cost Proposal Form set forth in Form 16. Proposers, please submit one cost proposal (Form 16) in a separate, clearly marked envelope with your submission.

SECTION 5.0 PROPOSAL OPENING

- 5.1 All Proposals will be opened on the date and time indicated in **Section 1.0, Schedule of Events** (i.e., date Proposals are due) or as modified by addendum.

SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

- 6.1 Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.
- 6.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.

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- 6.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 6.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award to more than one Proposer.
- 6.6 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
1. References on three (3) similar sized projects	25
2. Demonstrate adequate equipment for the size of the project	25
3. Demonstrate adequate number of employees dedicated to this project	25
4. Demonstrate experience and qualifications of employees	20
5. Cost Proposal	20
TOTAL POSSIBLE POINTS	115

Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.

- 6.7 The Proposals deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Wakulla County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.
- 6.8 Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

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SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 7.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.
- 7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.
- 7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.
- 7.4 The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, the Successful Proposer will be required to enter into the Contract with the County.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

- 8.1. Definitions
- 8.2. Florida Public Records Law and Confidentiality
- 8.3. Procurement Challenges
- 8.4. Construction and Venue
- 8.5. Contract
- 8.6. Term of the Contract and Termination
- 8.7. Insurance Requirements and Bond Requirements

8.1 Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Wakulla Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

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RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is Awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or SOW means the scope of work and/or services.

Engineer means the engineer/engineering firm responsible for preparing the Construction Drawings and Specifications.

8.2 Florida Public Records Law and Confidentiality

- 8.2.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that

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INTENT AND GENERAL INFORMATION

request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

8.3 Procurement Challenges

Any Proposer who desires to formally protest shall follow the procedures outlined in the Wakulla County Code of Ordinances, Chapter 2 –Administration, Article 6 – Purchasing Section 2.255(f) – Competitive Procurements, which is incorporated by reference.

8.4 Construction and Venue

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addenda and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Wakulla County, Florida, United States.

8.5 Contract

- 8.5.1 The Successful Proposer will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix B and incorporated herein by reference.

- 8.5.2 Any exceptions to the proposed Contract must be noted in proposal response in Form No. 15 – Comments on Proposed Contract. The County is under no obligation to modify the proposed Contract to conform to the Successful Proposer's Contract exceptions.

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INTENT AND GENERAL INFORMATION

Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Proposer must provide this information to the County at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Proposer's exception and modification are rejected by the County during the technical question portion of the Proposal process and the Proposer later submits a Proposal, Proposer shall be deemed to have accepted this Contract provision.

8.6 Term of the Contract and Termination

8.6.1 The initial term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a three-year period unless otherwise modified in writing by both parties.

8.6.2 The Contract may be renewed by written agreement for up to two (2) one-year renewal periods beyond the initial term. The extension shall be exercised only if all prices terms and conditions remain the same and approval is granted by the BOCC. The County reserves the right to re-negotiate rates based on current market conditions.

8.6.3 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.

8.7 Insurance Requirements and Bond Requirements

8.7.1 Insurance Verification Requirements – See Appendix B, Section 4.0 Insurance.

8.7.2 Bond Requirements – there are no bonding requirements.

RFP 2024-10 WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE
APPENDIX A – LEGAL ADVERTISEMENT



LEGAL ADVERTISEMENT

**WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
REQUEST FOR PROPOSALS No. RFP 2024-10**

WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE

**ADVERTISEMENT BEGIN DATE: FEBRUARY 29, 2024
RELEASE DATE: FEBRUARY 29, 2024
BIDS DUE TO BOCC: APRIL 1, 2024 @ 3:00 PM EST**

Sealed proposals to provide bicycle trail mowing and maintenance to approximately 33.8 miles of trail within Wakulla County will be received at the office of the Board of County Commissioners, 3093 Crawfordville Highway, Crawfordville, FL 32327; until **3:00 P.M.**, Local Time, on **Monday, April 1, 2024**, at which time the bids will be opened and read aloud. Proposals received after the deadline will not be accepted.

The principal feature of this procurement by the County is known as **WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE**. The specifications of this procurement are stated in **RFP 2024-10**.

This RFP and any addenda issued will be posted to the County's website at www.mywakulla.com or can be obtained by contacting the County Procurement Office at 850-926-0919 or ptaylor@mywakulla.com.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 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 Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted Respondent list.

The Wakulla County Board of County Commissioners reserves the right to waive informalities in any bid; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a bid, Wakulla County may award a contract based only on the base bid, the base bid plus all alternates, or the base bid plus any alternates which Wakulla County selects -- with all decisions being made based upon what Wakulla County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Wakulla

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APPENDIX A – LEGAL ADVERTISEMENT

County further reserves the right to increase or decrease quantities as may be required to meet the needs of Wakulla County, at the unit price which was bid. Wakulla County does not discriminate based on race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

**Wakulla County is an Equal Opportunity Employer
MBE/WBE businesses are encouraged to participate
Wakulla County strictly enforces open and fair competition**

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 850-926-0919 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

RFP 2024-10 WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE
APPENDIX B – DRAFT AGREEMENT

CONTINUING SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 20__, between WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327, hereinafter referred to as COUNTY, and _____ a _____, headquartered at _____, hereinafter referred to as CONTRACTOR, and whose Federal Employer Identification Number is _____.

WHEREAS, COUNTY requires certain professional services in connection with the provision of _____; and

WHEREAS, COUNTY issued Request for Proposal #2024-10 on February 29, 2024 seeking interested firms for the provision of bicycle trail mowing and maintenance, which is included by reference as to the scope of services contained therein; and

WHEREAS, CONTRACTOR was selected pursuant to this RFP 2024-10, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.

1.2 The term of this Agreement shall commence on _____ and continue until _____, unless otherwise terminated as provided herein.

1.3 The contract may be extended for an additional three (3) one-year periods.

2.0 Scope of Services to Be Performed by CONTRACTOR, Performance Schedule

2.1 CONTRACTOR shall perform the following services: [insert scope of services, performance schedule as applicable]

RFP 2024-10 WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE
APPENDIX B – DRAFT AGREEMENT

2.2 CONTRACTOR shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement (“SA”) and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 The CONTRACTOR is not authorized to provide services or materials to the COUNTY or undertake any project or work provided for in this Agreement prior to the COUNTY having first issued a Purchase Order (“PO”) or Notice to Proceed. CONTRACTOR recognizes that the COUNTY may employ several different CONTRACTORS to perform the work described and that the CONTRACTOR has not been employed as the exclusive agent to perform any such services.

2.4 When the CONTRACTOR and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONTRACTOR and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 COUNTY shall pay CONTRACTOR in accordance with the following Project Fee schedule: **[INSERT FEE SCHEDULE]**.

3.1.2 Invoices must reference the applicable Contract and PO number and should further include **[LIST EVERYTHING REQUIRED FOR INVOICES]**.

RFP 2024-10 WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE
APPENDIX B – DRAFT AGREEMENT

3.1.3 Each individual invoice shall be due and payable in accordance with the Florida Prompt Payment Act. All invoices shall be delivered to:

Ms. Patty Taylor
P.O. Box 1263
Crawfordville FL, 32326
or ptaylor@mywakulla.com

3.1.4 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

3.1.5 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONTRACTOR will submit an acceptance document to the COUNTY for approval.

3.1.6 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONTRACTOR to County Clerk's satisfaction.

3.1.7 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

4.0 Insurance

4.1 General Provisions

4.1.1 CONTRACTOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this

RFP 2024-10 WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE
APPENDIX B – DRAFT AGREEMENT

Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 The COUNTY shall be named as an additional insured on all CONTRACTOR policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Wakulla County. All such policies shall be endorsed to provide defense coverage obligations.

All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONTRACTOR to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONTRACTOR, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONTRACTOR's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONTRACTOR of its obligation to obtain insurance.

4.1.6 The CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONTRACTOR's sub-contractors shall be required to include COUNTY and CONTRACTOR as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

RFP 2024-10 WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE
APPENDIX B – DRAFT AGREEMENT

4.1.9 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

4.2 Comprehensive Automobile Liability Insurance. In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$1,000,000.00 for design errors and omissions, exclusive of defense costs. CONTRACTOR shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONTRACTOR to provide a higher level of coverage for a specific project and time frame.

~~4.6 Performance, Payment and Other Bonds. CONTRACTOR shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CONTRACTOR Service Agreement for the project.~~ **NOT APPLICABLE**

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4.7 Workers' Compensation. The CONTRACTOR shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONTRACTOR agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 CONTRACTOR shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONTRACTOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONTRACTOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out

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of the scope of CONTRACTOR's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONTRACTOR, its sub-CONTRACTORS, agents, employees and invitees; provided, however, that CONTRACTOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.2.2 COUNTY review, comment and observation of the CONTRACTOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONTRACTOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONTRACTOR's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.

7.4 The 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 and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

RFP 2024-10 WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE
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8.0 Authority to Practice

8.1 The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

9.1 In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting

10.1 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 subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

11.0 Federal and State Taxes

11.1 The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONTRACTOR be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes

12.1 The CONTRACTOR understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONTRACTOR, relating to conviction for a public entity crime.

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13.0 COUNTY's Responsibilities

13.1 COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement

14.1 This Agreement may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONTRACTOR.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONTRACTOR.

14.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONTRACTOR shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure)

15.1 Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term

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"Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Wakulla County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination

17.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver

18.1 A waiver by either COUNTY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

RFP 2024-10 WAKULLA COUNTY BICYCLE TRAIL MOWING AND MAINTENANCE
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19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONTRACTOR pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

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22.1 COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONTRACTOR shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Wakulla County Board of County Commissioners by executed amendment.

23.0 Contingent Fees

23.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 Ownership of Documents

25.1 CONTRACTOR shall be required to cooperate with the COUNTY and other CONTRACTORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of

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the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONTRACTOR.

25.2 CONTRACTOR shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services described herein.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. 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 Agreement term, and thereafter if the CONTRACTOR does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

25.2.5. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 926-0919, JWELCH@MYWAKULLA.COM, P.O. BOX 1263 CRAWFORDVILLE, FL 32326.

26.0 Access and Audits

26.1 CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONTRACTOR's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Wakulla County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONTRACTOR, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Wakulla County Board of County Commissioners
Attn: David Edwards
3093 Crawfordville Highway
Crawfordville, FL 32327

As to CONTRACTOR: [TO COME]

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APPENDIX B – DRAFT AGREEMENT

27.2 Notices shall be effective when received at the addresses specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and COUNTY.

28.0 Service of Process

As to County: Chairman of the Board of County Commissioners
Wakulla County Florida
3093 Crawfordville Highway
Crawfordville, Florida 32327

As to CONTRACTOR: [TO COME]

29.0 Contract Administration

29.1 Services of CONTRACTOR shall be under the general direction of the Wakulla County Golf Course Superintendent, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONTRACTOR shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONTRACTOR at COUNTY's request shall remove without consequence to the COUNTY any subcontractor or employee of the CONTRACTOR and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

31.0 Appropriations

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31.1 CONTRACTOR acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages NOT APPLICABLE

~~32.1 The parties hereto agree that liquidated damages will be assessed against the CONTRACTOR for CONTRACTOR's failure to meet the final deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of _____ per day.~~

34.0 E-Verify.

34.1 As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees.

34.1.1 Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

34.1.2 The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

34.1.3 The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

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34.1.4 A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. (2023). Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

34.1.5 Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

35.0 Vendors on Scrutinized Companies Lists.

35.1 By executing this Agreement, CONTRACTOR, 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 immediately terminate this Agreement for cause if the Contractor 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 Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor 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 Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on

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the Contractor, and the Contractor 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 Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 39, this Section 39 shall be null and void.

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

Attest:
Greg James
Clerk of the Board

WAKULLA COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Quincee Messersmith, Chair, Board of County
Commissioners

Date Approved by Board: _____

Reviewed as to form:

Heather J. Encinosa, County Attorney

Date _____

Attest:
By: _____
Corporate Secretary

COMPANY
a _____ Corporation

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

SEAL

DATE: _____

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APPENDIX B – DRAFT AGREEMENT

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the

matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

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APPENDIX B – DRAFT AGREEMENT

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

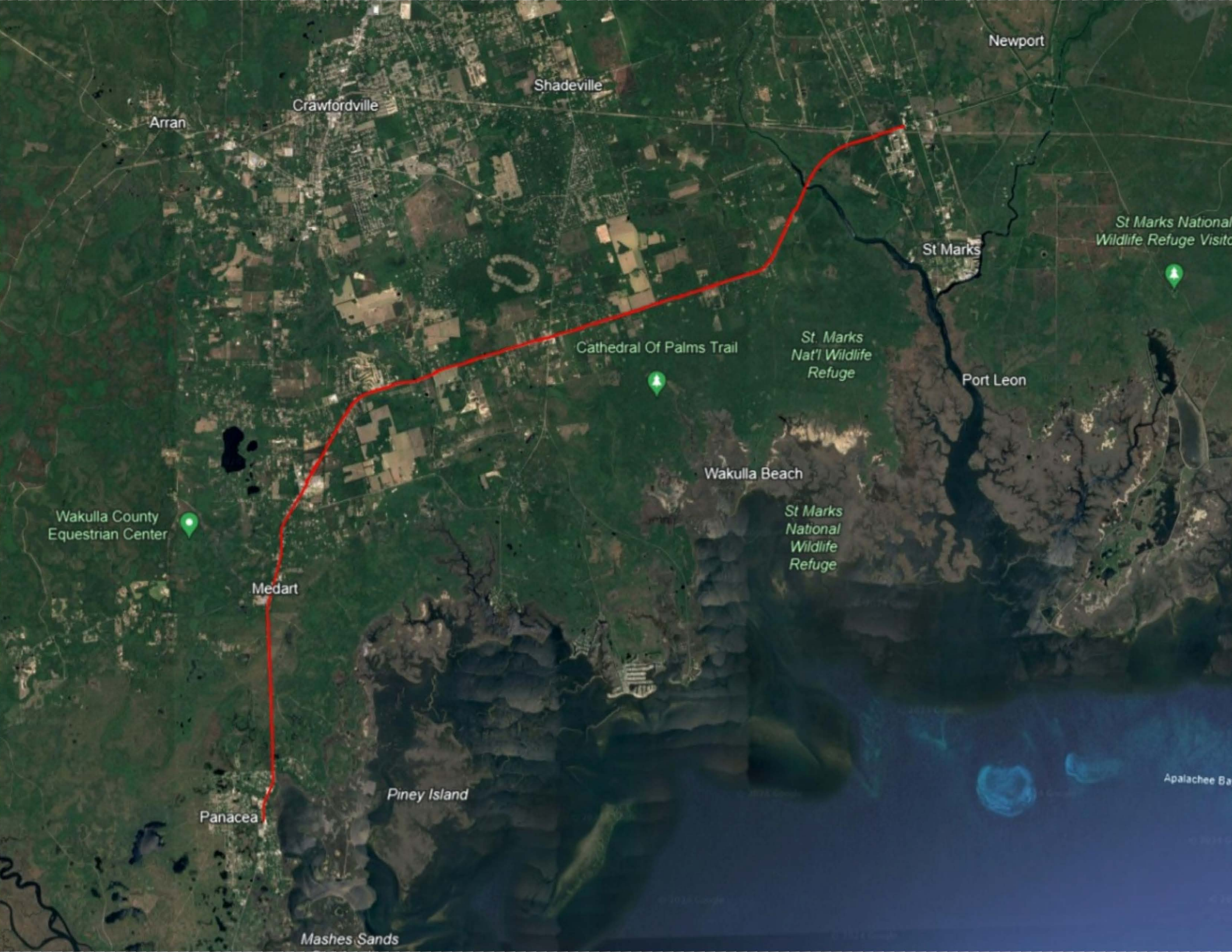
(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

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**WAKULLA COUNTY BICYCLE TRAIL MOWING
AND MAINTENANCE**

APPENDIX C - MAPS



Newport

Shadeville

Crawfordville

Arran

St Marks

St Marks National Wildlife Refuge Visito

Cathedral Of Palms Trail

St. Marks Nat'l Wildlife Refuge

Port Leon

Wakulla Beach

St Marks National Wildlife Refuge

Wakulla County Equestrian Center

Medart

Piney Island

Panacea

Mashes Sands

Apalachee Ba



Ashmore

Equestrian Center

Wakulla County Sheriffs
Office Shooting Range

Medart

Marsh Point Campsite

Shady Sea Baptist Church

Oyster Bay

Piney Island

Panacea

Gulf Specimen Aquarium

Mashes Sands
Outstanding
Florida Water

The Showers at
Mashes Sands Beach

Ochlockonee Landing

Ochlockonee
River
State Park

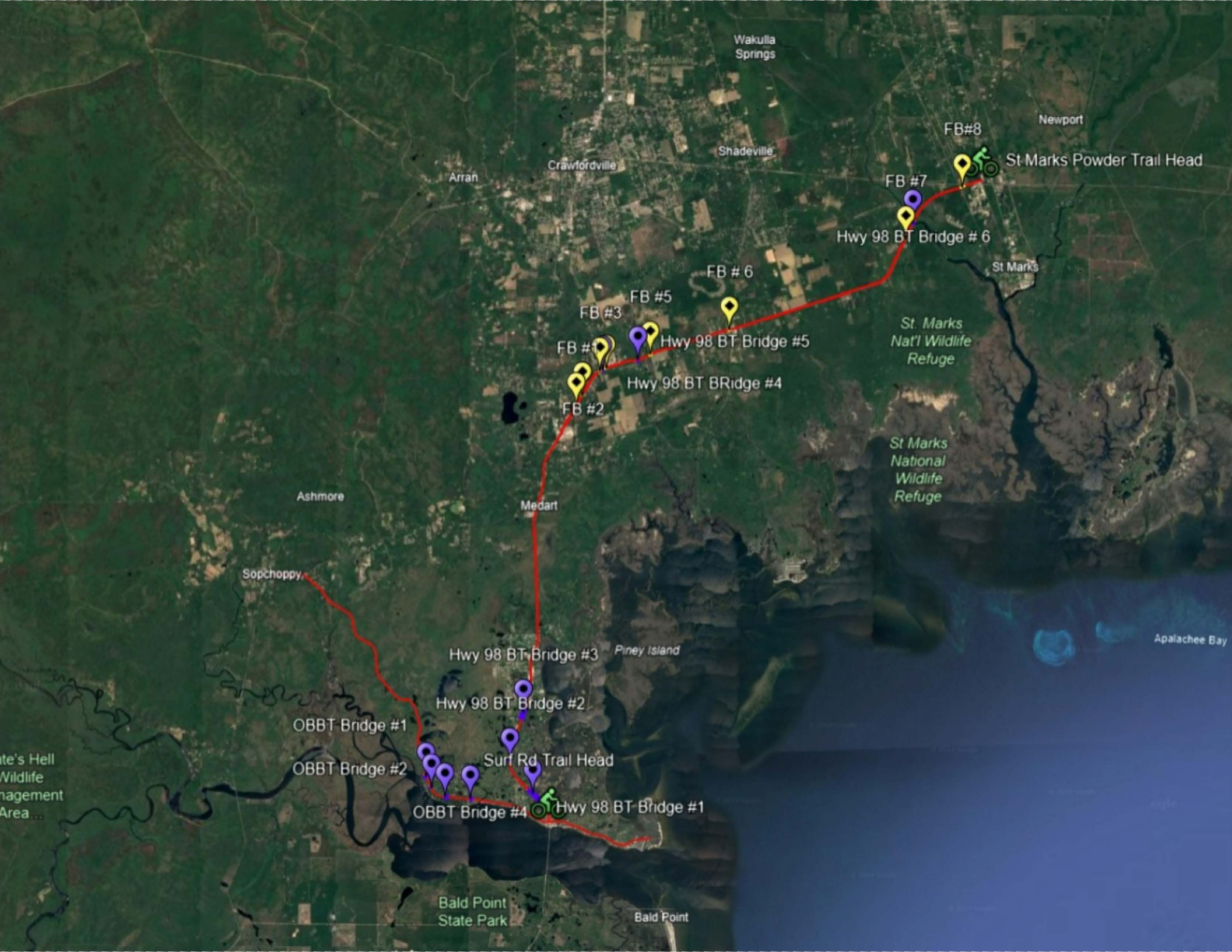
Ochlockonee River

Ochlockonee River

Ochlockonee
Bay

Ochlockonee Bay

Bald Point



Wakulla Springs

Newport

FB#8

St Marks Powder Trail Head

Shadeville

Crawfordville

FB #7

Hwy 98 BT Bridge # 6

St Marks

FB # 6

St. Marks Nat'l Wildlife Refuge

FB #3

FB #5

Hwy 98 BT Bridge #5

FB #1

Hwy 98 BT BRidge #4

FB #2

St Marks National Wildlife Refuge

Ashmore

Medart

Sopchoppy

Apalachee Bay

Hwy 98 BT Bridge #3

Piney Island

Hwy 98 BT Bridge #2

OBBT Bridge #1

OBBT Bridge #2

Surf Rd Trail Head

OBBT Bridge #4

Hwy 98 BT Bridge #1

ate's Hell Wildlife Management Area

Bald Point State Park

Bald Point