

RESOLUTION NO: 2015 - 155

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO: 15-19 WEED & PEST CONTROL MAINTENANCE SERVICES FOR THE SJC RECREATION DEPARTMENT

RECITALS

WHEREAS, the County desires to enter into a contract with Southeastern Turf Grass Supply, Inc to perform weed and pest control maintenance services at specified parks and properties for the SJC Recreation Department; and

WHEREAS, the scope of the project shall consist of performing applications of pesticides and herbicides to prevent, control and maintain the specified parks and properties in a weed and pest free condition on a monthly schedule, at the monthly prices submitted and approved, and additionally as needed, at no additional cost; and

WHEREAS, through the County's formal bid process, Southeastern Turf Grass Supply, Inc, was the lowest, responsive, responsible bidder, based on the prices submitted and requirements of the bid, to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the contract is being funded by the SJC Recreation Department; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No: 15-19 to Southeastern Turf Grass Supply, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Southeastern Turf Grass Supply, Inc, on behalf of the County for weed and pest control maintenance services as specifically provided in the Bid Documents for Bid No: 15-19.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19<sup>th</sup> day of May, 2015.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Priscilla L. Bennett, BOCC Chair

ATTEST: Cheryl Strickland, Clerk  
By: [Signature]  
Deputy Clerk



RENDITION DATE 5/21/15



**CONTRACT AGREEMENT**  
**BID NO: 15-19; WEED & PEST CONTROL MAINTENANCE SERVICES FOR**  
**SJC RECREATION PARKS & PROPERTIES**  
**Master Contract #: \_\_\_\_\_**

This Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and **Southeastern Turf Grass Supply, Inc.**, authorized to do business in the State of Florida, hereinafter referred to as "**Contractor**", with offices located at 6942 Phillips Drive Parkway North, Jacksonville, FL 32256, Phone: (904) 260-8565, Fax: (904) 262-6733 and email: jcwicker@ma.com.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 – DURATION and RENEWAL**

This Contract Agreement shall become effective on June 1, 2015, shall be in effect for an initial contract term of one (1) calendar year, and may be renewed for up to a maximum of four (4) one (1) year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Change Orders.

**ARTICLE 3 - SERVICES**

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform monthly weed and pest control maintenance services for SJC Recreation Department parks and properties in accordance with Bid No: 15-19 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the Park Maintenance Superintendent, for the St. Johns County Recreation Department, or authorized designee(s), who shall act as St. Johns County's representative, along with the SJC Purchasing Department representative during the performance of this Contract Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in the SJC Recreation Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County's representatives.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. St. Johns County shall compensate the Contractor based upon the Prices as submitted in the bid proposal, accepted by the County, and provided herein on Exhibit "A-1". The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County Utility Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, the Contractor's compensation shall be based upon the Contractor's adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor's compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.

- C. The Contractor shall bill the County on the last day of each month or on the first day of the following month for Services satisfactorily performed. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed and accepted.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Services, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:  
SJC Recreation Dept  
ATTN: Jayne Delany  
2175 Mizell Road  
St. Augustine, FL 32080
- F. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "final invoice" on the final bill/invoice submitted to the County for payment. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Contract Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

#### **ARTICLE 7 – TERMINATION**

- A. This Contract may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 9 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## **ARTICLE 10 – SUBCONTRACTING**

The Contractor is not permitted to utilize sub-contractors for any aspect of the required services under this contract. Any such use of a sub-contractor for any aspect of the work shall be considered a breach of the terms of this agreement.

## **ARTICLE 11 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Contract Agreement.

## **ARTICLE 12 – AVAILABILITY OF FUNDS**

St. Johns County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

## **ARTICLE 13 - INSURANCE**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address:     St. Johns County, a political subdivision of the State of Florida  
  500 San Sebastian View  
  St. Augustine, FL 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the

Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

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

#### **ARTICLE 14 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

#### **ARTICLE 15 - SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### **ARTICLE 16 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 17 - CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify St. Johns County, in writing, by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract Agreement.

## **ARTICLE 18 - EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

## **ARTICLE 19 - ARREARS**

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

## **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by St. Johns County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

## **ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to St. Johns County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

## **ARTICLE 22 - CONTINGENT FEES**

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 Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a 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 Contract Agreement.

## **ARTICLE 23 - ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. St. Johns 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 County's cost, upon five (5) days written notice.

## **ARTICLE 24 - NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

## **ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

## **ARTICLE 26 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 27 - AUTHORITY TO PRACTICE**

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

## **ARTICLE 28 - SEVERABILITY**

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 29 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

## **ARTICLE 30 - FLORIDA LAW & VENUE**

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to

enforce the Contract shall be held in St. Johns County, Florida.

**ARTICLE 31 - ARBITRATION**

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

**ARTICLE 32 - NOTICES**

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Jaime Locklear, CPPB, Contract Coordinator**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Southeastern Turf Grass Supply, Inc  
**Attn: Mr. Jonathan C. Wicker, President**  
6942 Philips Parkway Dr., N  
Jacksonville, FL 32256

**ARTICLE 33 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

**ARTICLE 34 – PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor’s performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) Meet all requirements for retaining public records, and transfer at Contractor’s sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor’s possession and shall promptly provide the County a copy of Contractor’s response to each such request.



**ARTICLE 35 – NO THIRD PARTY BENEFICIARIES**

Both the County and the Contractor explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**ARTICLE 36 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**ARTICLE 37 – SURVIVAL**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

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IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed three (3) original copies this Contract Agreement on the date and year below noted.

**ST. JOHNS COUNTY, FL:**

\_\_\_\_\_  
Dawn Cardenas, Purchasing Manager

\_\_\_\_\_  
Date

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Date of Execution

**ATTEST:  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Southeastern Turf Grass Supply, Inc  
Company Name

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**BID NO: 15-19; WEED & PEST CONTROL MAINTENANCE SERVICES FOR**  
**SJC RECREATION DEPT PARKS & PROPERTIES**  
**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the prices submitted on the bid proposal and approved by the County. The approved pricing shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.

**EXHIBIT "A-1"**  
**BID NO: 15-19; WEED & PEST CONTROL MAINTENANCE SERVICES FOR**  
**SJC RECREATION DEPT PARKS & PROPERTIES**  
**PRICING LIST**

Item #	Site & Location	Area (Acres)	Unit Price per Visit	Frequency per year	Annual Price
1	A1A N Highway Median Beds		\$1,875.00	4 x / yr	\$7,500.00
2	Aberdeen II	8	\$324.90	12 x / yr	\$3,898.80
3	Cornerstone Park	10	\$406.11	12 x / yr	\$4,873.32
4	Davis Park	32	\$1,299.55	12 x / yr	\$15,594.50
5	Durbin Crossing	9	\$365.50	12 x / yr	\$4,386.00
6	Fruit Cove School	5	\$203.06	12 x / yr	\$2,436.72
7	Gamble Rogers Middle School	12	\$487.33	12 x / yr	\$5,847.96
8	Hastings Football Field	2	\$81.23	12 x / yr	\$974.76
9	Joe Pomar Park	6	\$243.67	12 x / yr	\$2,924.04
10	Julington Creek Plantation	10	\$406.11	12 x / yr	\$4,873.32
11	Landrum Middle School Athletic Fields	9	\$365.50	12 x / yr	\$4,386.00
12	Mill Creek Elementary Football Fields	2	\$81.23	12 x / yr	\$974.76
13	Mills Field	10	\$406.11	12 x / yr	\$4,873.32
14	Nocatee Park	10	\$406.11	12 x / yr	\$4,873.32
15	Osceola Elementary School	6	\$243.67	12 x / yr	\$2,924.04
16	Pacetti Bay Middle School	2.5	\$101.53	12 x / yr	\$1,218.36
17	Palencia Park	6	\$243.67	12 x / yr	\$2,924.04
18	R.B. Hunt Elementary School	6	\$243.67	12 x / yr	\$2,924.04
19	Rivertown Park	10	\$406.11	12 x / yr	\$4,873.32
20	Switzerland Middle School	5	\$203.06	12 x / yr	\$2,436.72
21	Treaty Park	12	\$487.33	12 x / yr	\$5,847.96
22	Veterans Park	25	\$1,015.27	12 x / yr	\$12,183.24
23	West Augustine Park & Baseball Fields	9.75	\$395.96	12 x / yr	\$4,751.52

**EXHIBIT "B"**  
**BID NO: 15-19; WEED & PEST CONTROL MAINTENANCE SERVICES FOR**  
**SJC RECREATION DEPT PARKS & PROPERTIES**  
**CONTRACT SCHEDULE**

The Contract Period for this scope of work shall be as follows:

*Initial Contract* – Shall become effective on June 1, 2015, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

*Contract Renewal/s* – The contract may be renewed for four (4), one (1) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.



## St. Johns County Board of County Commissioners

Purchasing Division

April 1, 2015

TruGreen, Limited Partnership  
Attn: Anthony Rademeyer, Region Manager  
5605 Florida Mining Boulevard  
Jacksonville, Florida 32257

**RE:** BID # 15-19; Weed and Pest Control Maintenance Services for St. Johns County Athletic Fields

Dear TruGreen, LP Representative:

This letter is written in response to the protest dated March 6, 2015, and executed by Anthony Rademeyer, Regional Manager. In sum, pursuant to Section 304.10 of the St. Johns County Purchasing Manual ("Bid Protest Procedure"), Mr. Rademeyer objects to the County's disqualification of TruGreen Limited Partnership (TruGreen) as the lowest responsive bidder, and the County's withdrawal of the initial Notice of Intent to Award.

Section 304.10.2 of the Bid Protest Procedure states that a formal written protest shall be filed within five (5) business days after the date upon which the Notice of Protest is filed. The section further states that no changes or amendments to the formal written protest will be allowed after the expiration of the five business day deadline. Sections 304.10.3 through 304.304.10.3.6 provide that a formal written protest shall contain the following:

1. St. Johns County bid number and description as advertised;
2. Name and address of the company or person filing the protest;
3. Name and title of the person submitting the protest, and if someone other than bidder is submitting the protest, written authorization from the bidder authorizing that person to act on the bidder's behalf must also be submitted;
4. A statement of disputed material facts, and if there are no disputed material facts, the written protest must state so state;
5. A precise statement of the facts, rules, regulations, statutes and constitutional provisions entitling the affected party to relief; and
6. A statement indicating the relief requested.

Based upon my review, the protest fails to fully comply with Section 304.10 of the Bid Protest Procedure. According to the Bid Proposal, TruGreen is the bidder; however, the person submitting the protest is Anthony Rademeyer, Regional Manager. Under Section 304.10.3.3, if someone other than the bidder is submitting the protest, written authorization from the bidder authorizing that person to act on the bidder's behalf must also be submitted. In this instance,

the protest fails to include written authorization from TruGreen, authorizing Anthony Rademeyer to act on its behalf.

With respect to the merits of the protest, on February 12, 2015, St. Johns County issued a Notice of Intent to Award the above referenced bid to TruGreen based upon the representations made in its bid proposal. However, after further review, on February 18, 2015, St. Johns County Purchasing Representative Jaime T. Locklear notified TruGreen that the schedule of licenses contained on Attachment D of the Bid Proposal did not meet the requirements of the bid documents. Specifically, the bid documents specified: "Bidders must be licensed to do business in the State of Florida, must have, and provide proof of, a Commercial Applicators License from the Florida Department of Agriculture and Consumer Services, as required for Turf & Ornamental application."

In the protest, Mr. Rademeyer maintains that the specifications of the bid were unclear, and based upon TruGreen's reasonable interpretation of the specifications, believed that TruGreen met all requirements to complete the work. According to Mr. Rademeyer, TruGreen reasonably read and interpreted the requirement contained in the bid to be a general descriptive term for the license required, and further believed that TruGreen met the requirements since it holds a Commercial Pest Control Operator Certification, which allows TruGreen to perform turf and ornamental applications. Mr. Rademeyer further maintains that eight of the twenty-eight sites identified in the bid documents are schools, and that a commercial applicator license does not allow for application of a restricted use pesticide at a school.

According to the Scope of Work and Services provided in the bid documents, the Contractor is required to perform weed and pest control services at parks and other County properties as specified. In addition, the Contractor is required to slit-apply Fipronil 0.1G granules to athletic fields. Fipronil is a restricted use pesticide ("RUP"). All persons who apply RUPs to any outdoor area in Florida not associated with buildings or public health pest control must have a pesticide applicator license issued by the Florida Department of Agriculture and Consumer Services ("FDACS") Bureau of Licensing and Enforcement, Pesticide Certification Section.

There are three types of pesticide applicator licenses available from the FDACS Bureau of Licensing and Enforcement, Pesticide Certification Section – private, public, and commercial. The private applicator license is for people who use restricted use pesticides to produce an agricultural commodity on property they own or rent, or on property owned or rented by their employer. Examples of sites that qualify for a private license are farms, ranches, groves, nurseries, gardens, aquaculture operations, and livestock production operations. The license is valid for application of restricted use pesticides for ornamental and turf production (at a nursery, sod farm, etc.), but not for maintenance of ornamentals or turf, such as at a golf course, park, or zoo.

A public applicator license is for people employed by a government entity (federal, state, county, city, etc.) who use restricted use pesticides on the job for agricultural or related applications. This license is valid only for work performed for the government agency during the course of employment. Examples of qualified individuals are employees of municipal electric companies, city and county parks, government-owned railways, state and federal highway departments, and state universities.

A commercial applicator license is for people who use restricted use pesticides on any agricultural area or area not associated with buildings (i.e., areas not located within 10 feet of a building). This includes the following uses: (1) contract applications for other people to outdoor sites not associated with buildings, and (2) any other outdoor use not associated with buildings that is not involved in agricultural production and is not for a government employer. Examples of commercial applications are golf course turf maintenance, contract aerial application services, aquatic weed control service, park or cemetery maintenance, highway right-of-way maintenance by contract application and custom application of pesticide/fertilizer blends to agricultural lands.

In its bid proposal, TruGreen fails to provide proof of any type of license, permit, certification or authorization by the FDACS to apply RUPs to any type of outdoor area as was specifically required in the bid documents. Additionally, in paragraph 8 of the protest, Mr. Rademeyer acknowledges that the license/certification held by TruGreen at the time it submitted the proposal is for application of "general use pesticides" and does not include application of the RUP Fipronil. As such, TruGreen proposal was not fully responsive to the bid, nor was TruGreen fully qualified to complete the Scope of Work and Services outlined in the bid documents. While TruGreen subsequently obtained a commercial applicator license, its efforts to meet the requirements outlined in the bid documents were untimely.

Accordingly, for the reasons provided above, I conclude that the County's disqualification of TruGreen and withdrawal of the Notice of Intent to Award were proper, and recommend that the protest be rejected.

If you have any questions, please do not hesitate to contact me.

Sincerely,  
St. Johns County  
Purchasing Department



Dawn R. Cardenas  
Purchasing Manager  
904.209.0152 – Direct  
904.209.0153 – Fax  
[dcardenas@sjcfl.us](mailto:dcardenas@sjcfl.us)

CC: Michael D. Wanchick, County Administrator  
Doug Timms, Director, Office of Management and Budget  
SJC Purchasing BID No: 15-19 Master Contract File



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD (Rev 2/24/15)

February 24, 2015

**RE:** Bid No: 15-19; Weed & Pest Control Maintenance Services for SJC Parks & Properties

Please be advised that the Purchasing Department of St. Johns County is hereby withdrawing the Intent to Award to TruGreen Limited Partnership for Bid No: 15-19; Weed & Pest Control Maintenance Services for SJC Parks & Properties, based upon the determination that all applicable qualifications were not met.

St. Johns County Purchasing is hereby issuing this Revised Notice of Intent to Award a contract to Southeastern Turf Grass Supply, Inc as the lowest, responsive, responsible bidder. This notice will remain posted until 4:00 P.M. Thursday, February 27, 2015.

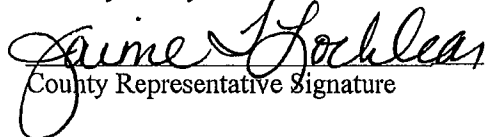
Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Please forward all correspondence, requests or inquiries directly to my attention in the Purchasing Department.

Should the SJC Purchasing Department receive no protests within the specified time frame, the County will move forward, award and execute a contract with Southeastern Turf Grass Supply, Inc for the specified services.

If you have any questions regarding this Intent to Award please contact Dawn Cardenas, Purchasing Manager, St. Johns County Purchasing Department at (904) 209-0152.

Sincerely,  
St. Johns County  
Board of County Commissioners

  
County Representative Signature

Date: 24 Feb 15

Jaime T. Locklear, CPPB, Contract Coordinator  
Name & Title (Printed)



**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** WEED & PEST CONTROL MAINTENANCE SERVICES FOR ST. JOHNS COUNTY PARKS & PROPERTIES

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF OP INTENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

OPENED BY  
TABULATED BY  
VERIFIED BY

LEIGH DANIELS  
KAREN FULLERTON

**BID NUMBER** 15-19

**OPENING DATE/TIME** February 4, 2015 2:00 PM

FROM

**POSTING DATE/TIME** 02/04/15 3:00 PM

UNTIL

02/09/15 3:00 PM

PAGE(S) 1 of 1

BIDDERS	TOTAL ANNUAL BID PRICE	BID BOND	ADDENDUM # 1	ADDENDUM # 2	ADDENDUM # 3		
TRUGREEN	\$104,500.00	YES	YES	YES	YES		
SOUTHEASTERN TURF GRASS SUPPLY INC	\$108,480.16	YES	YES	YES	YES		

BID AWARD DATE - \_\_\_\_\_

BID NO: 15-19

**OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA**

**PROJECT:** Weed & Pest Control Maintenance Services for SJC Parks & Properties

**TO:** THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 2/4/2015

**BID PROPOSAL OF**

Southeastern Turf Grass Supply Inc.

Full Legal Company Name

6942 Philips Parkway Dr. N. Jacksonville, FL 32256 904-260-8565 904-262-6733

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 15-19; Weed & Pest Control Maintenance Services for SJC Parks & Properties in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

**TOTAL ANNUAL PRICE BID:**

**FOR:** Weed & Pest Control Maintenance Services for SJC Parks & Properties

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the annual price submitted below. This annual price shall be final cost to the County. No fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

\$108480.16

Total Annual Price Bid Written in Numerals

One Hundred & eight thousand, four hundred & eighty dollars and 16 cents / 100

Total Annual Price Bid Written in Words

Each Bidder shall insert the Total Annual Price Bid in both numerals and words. If there is a discrepancy, the amount written in words shall prevail as the correct bid amount.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

**ATTACHMENT "A"**  
**UNIT PRICE LIST**

Each Bidder shall submit the unit prices for each location as provided below. These unit prices shall dictate the annual bid price submitted on the Official County Bid Form on p. 15 above. Failure to submit unit prices for any included site may result in removal from consideration for award of a contract.

Item #	Pond Location	Area (Acres)	Unit Price per Visit	Frequency Per year	Annual Price
1	A1A N Highway Median Beds		\$ 1875.00	4	\$ 7500.00
2	Aberdeen II	8	\$ 324.90	12	\$ 3898.80
3	Cornerstone Park	10	\$ 406.11	12	\$ 4873.32
4	Davis Park	32	\$ 1299.55	12	\$ 15594.50
5	Durbin Crossing	9	\$ 365.50	12	\$ 4386.00
6	Fruit Cove School	5	\$ 203.06	12	\$ 2436.72
7	Gamble Rogers Middle School	12	\$ 487.33	12	\$ 5847.96
8	Hastings Football Field	2	\$ 81.23	12	\$ 974.76
9	Joe Pomar Park	6	\$ 243.67	12	\$ 2924.04
10	Julington Creek Plantation	10	\$ 406.11	12	\$ 4873.32
11	Landrum Middle School Athletic Fields	9	\$ 365.50	12	\$ 4386.00
12	Mill Creek Elementary Football Fields	2	\$ 81.23	12	\$ 974.76
13	Mills Field	10	\$ 406.11	12	\$ 4873.32
14	Nocatee Park	10	\$ 406.11	12	\$ 4873.32
15	Osceola Elementary School	6	\$ 243.67	12	\$ 2904.04
16	Pacetti Bay Middle School	2.5	\$ 101.53	12	\$ 1218.36
17	Palencia Park	6	\$ 243.67	12	\$ 2924.04
18	R.B. Hunt Elementary School	6	\$ 243.67	12	\$ 2924.04
19	Rivertown Park	10	\$ 406.11	12	\$ 4873.32
20	Switzerland Middle School	5	\$ 203.06	12	\$ 2436.72
21	Treaty Park	12	\$ 487.33	12	\$ 5847.96
22	Veterans Park	25	\$ 1015.27	12	\$ 12183.24
23	West Augustine Park & Baseball Fields	9.75	\$ 395.96	12	\$ 4751.52

The manufacturers season long guaranteed mole cricket & fire ant control rate of 25#'s of Fipronil .01G granules will be slit applied by Southeastern Turf Grass Supply Inc. on the County's 207.25 identified acres of parks with company owned, and manufacturer certified machines for the one time amount of \$35,025.24.

Per addendum number three, answer to question number four the \$35,025.25 amount due for the single 25# slit Fipronil application is being billed for payment purposes into 12 equal payments of \$2,918.77 per month. This \$2,198.77 12 month payment term amount is being spread out equally over all parks by their identified per acre area under this contract. The \$35,025.24 is included in the \$108500.00 total annual contract amount.

See attached:

1. Guarantee of season long control from Quall-Pro with a single 25# slit application with retreats as necessary provided by Southeastern Turf Grass Supply
2. Certification of Company owned equipment by the material manufacturer Quall-Pro
3. Manufactures label for Fipronil .01G showing the label rate of control is recommended at 25#'s per acre

Southeastern Turf Grass Supply Inc.

During the preparation of the Bid, the following addenda, if any, were received:

No.:   1   Date Received: 12/29/2014

No.:   2   Date Received: 1/12/2015

No.:   3   Date Received: 1/28/2015

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the Total Annual Price Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

Southeastern Turf Grass Supply, Inc.

**ATTACHMENT "B"**

**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY,  
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Jonathan C. Wicker who being duly sworn, deposes and says he is President (Title) of the firm of Southeastern Turf Grass Supply Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 15-19, Weed & Pest Control Maintenance Services for SJC Parks & Properties, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Southeastern Turf Grass Supply Inc.  
(Bidder)

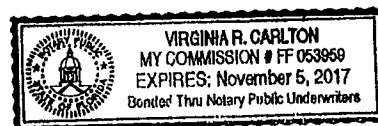
By: [Signature]  
President  
(Title)

Sworn and subscribed to me this 2nd day  
of February, 2015.

Notary Public:  
[Signature]  
Signature  
Virginia R. Carlton  
Printed

My commission Expires: 11/5/2017

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.



**ATTACHMENT "D"**  
**LICENSE / CERTIFICATION LIST**

In the space below, the Bidder shall list all current licenses and certifications held.

*The bidder shall attach a copy of each current license or certification listed below to this form.*

License Name	License #	Issuing Agency	Expiration Date
Southeastern Turf Grass Supply Inc.	DL-2408	Florida Dept of Agriculture & Consumer serv	6/30/2015
Southeastern Turf Grass Supply Inc.	8352	Duval County Tax Collector	9/30/2015
Eric C. Meeks	CM22187	Florida Applicator Licensing	3/31/2017
Southeastern Turf Grass Supply Inc.	Quali-Pro Certified Applicator	Quali-Pro	

Southeastern Turf Grass Supply Inc.

ST. JOHNS COUNTY SCHOOL DISTRICT

SWORN STATEMENT - NEW CONTRACTS

SWORN STATEMENT PURSUANT TO SECTION 1012.465,  
FLORIDA STATUTES AS AMENDED BY  
HB 1877, THE JESSICA LUNSFORD ACT

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

1. This sworn statement is submitted to The School Board of St. Johns County, Florida (Hereinafter "Board" or "School Board")  
by Jonathan C. Wicker, President  
(Print individual's name and title)

for Southeastern Turf Grass Supply Inc. whose  
(Print Name of entity submitting sworn statement)

business address is 6942 Philips Parkway Dr. N., Jacksonville, FL 32256

and its Federal Employer Identification Number (FEIN) is 59-2143802. If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, Jonathan C. Wicker, President, am duly authorized to make this sworn statement on  
(Print individual's name and title)  
behalf of Southeastern Turf Grass Supply Inc.  
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amended the background screening requirements of section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening", and further I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract with the Board.

5. I understand that pursuant to Section 1012.465, Florida Statutes, non- instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Sections 1012.32 and 435.04, Florida Statutes.

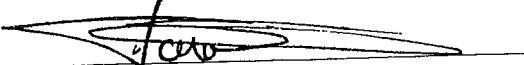
6. I further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all "noninstructional contractors," which is defined as any individual who received remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. "Noninstructional contractor" includes any employee of a contractor who performed services for the school district or the school under the contract and any subcontractor and its employees who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board are not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental.

  
Initials

7. I understand that as a \_\_\_\_\_ (e.g. A private bus service contractor) all contractual personnel, as defined in Section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in Sections 1012.32 and 435.04, Florida Statutes in order to do business with The School Board of St. Johns County, Florida. In addition, all "noninstructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.
8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and noninstructional contractors must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.
9. I understand that the School Board will implement local procedures to comply with level 2 screening requirements, as defined in Sections 1012.32 and 435.04. I understand that my company must comply with these local procedures as they are developed.
10. I understand that any costs and fees associated with the required background screening will be borne by my company.
11. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds. In addition, any personnel of the contractor found to have been convicted of any offense listed in Section 1012.467(2)(g), shall not be permitted access on school grounds.
12. I understand that the failure of any of the company's or my affected personnel to meet screening standards as required by Sections 1012.465 and 1012.467, Florida Statutes, may disqualify my company from doing business with the School Board.
13. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, AND 435.04 OF THE FLORIDA STATUTES AS AMENDED BY HB 1877, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO THE SCHOOL BOARD OF ST. JOHNS COUNTY, FLORIDA ON BEHALF OF THE COMPANY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE BINDS THE COMPANY TO FULLY COMPLY WITH THE BACKGROUND SCREENING REQUIREMENTS OF SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES.

  
(Signature)

Sworn to and subscribed before me this 2nd day of February, 2015.

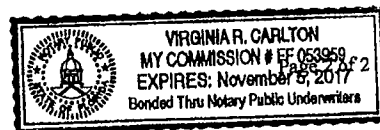
Personally known X

OR Produced Identification \_\_\_\_\_

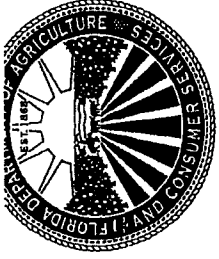
Notary Public - State of Florida

My commission expires 11/5/2017 (Type of Identification)

Virginia R. Carlton  
(Printed typed or stamped commissioned name of notary public)







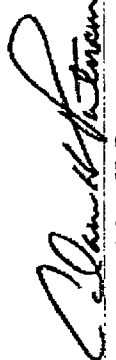
State of Florida  
Department of Agriculture and Consumer Services  
Pesticide Certification Office

**PESTICIDE DEALER LICENSE**

Number: DL2408

SOUTHEASTERN TURF GRASS  
6942 PHILLIPS PARKWAY DR N, JACKSONVILLE, FL 32256-1583

*This is to certify that the Pesticide Dealer named above is licensed to purchase, hold or offer for sale, sell, and distribute restricted use pesticides under the provisions of the Florida Pesticide Law, Chapter 487, F.S.*

  
Adam H. Putnam  
Commissioner of Agriculture

*Issue Date: May 9, 2014  
Expiration Date: June 30, 2015*

### Licensed Pesticide Applicator Detail

Print

Close

Applicator's Name	City, State
MEEKS, ERIC CHRISTIAN	NEPTUNE BEACH, FL

License No.	License Status	License Type:
CM22187	Normal	Commercial RUP Applicator License

License Categories
Ornamental and Turf Pest Control

Original Issue Date	Last Issue Date	Expiration Date
3/19/2013	3/19/2013	3/31/2017

Company Name

Agent Count: 0



**2014-2015 BUSINESS TAX RECEIPT**  
**MICHAEL CORRIGAN, DUVAL COUNTY TAX COLLECTOR**  
 231 E. FORSYTH STREET, SUITE130, JACKSONVILLE, FL 32202-3370  
 Phone: (904) 630-1916, option 3; Fax: (904) 630-1432  
 Website: www.coj.net/tc; Email: taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.  
 This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period  
 October 1, 2014 through September 30, 2015.

SOUTHEASTERN TURF GRASS  
 SUPPLY, INC  
 6942 N PHILLIPS PARKWAY DR  
 JACKSONVILLE, FL 32256-1583

**ACCOUNT NUMBER:** 8352  
**LOCATION ADDRESS:** 6942 N PHILLIPS PARKWAY DR  
 JACKSONVILLE, FL 32256-1583

**DESCRIPTION:** TRADING-TANG PP DIST WHLSL

<b>COUNTY RECEIPT DESC:</b>	TRADING-TANG PP DIST WHLSL	<b>COUNTY TAX:</b>	30.00
<b>MUNICIPAL RECEIPT DESC:</b>	MC 772.334-2	<b>MUNICIPAL TAX:</b>	293.75
		<b>TOTAL TAX PAID:</b>	323.75

**VALID UNTIL September 30, 2015**

**\*\*\* ATTENTION \*\*\***

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.**  
 CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

*Michael Corrigan J.*

TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**

PAID-8020742.0001-0001 Y01 08/29/2014 323.75

# QUALI-PRO<sup>®</sup>

## Quali-Pro Fipronil 0.1G Certified 2015

### RESTRICTED USE PESTICIDE

DUE TO TOXICITY TO AQUATIC INVERTEBRATES

For retail sale to and use only by Certified Applicators or persons under their direct supervision and only for those uses covered by the Certified Applicator's certification.

## QUALI-PRO

### Fipronil 0.1G *Insecticide*

COMMERCIAL USE ONLY • FOR APPLICATION BY PEST CONTROL OPERATORS

#### For Turfgrass and Landscape Beds

- Contains the active ingredient Fipronil
- One application controls Mole Crickets and Imported Fire Ants, *Solenopsis* spp., All Season Long
- Application is Quick and Easy

ACTIVE INGREDIENT:	% BY WT.
Fipronil: 5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1 <i>R,S</i> )-(trifluoromethyl)sulfinyl)-1 <i>H</i> -pyrazole-3-carbonitrile .....	0.1%
OTHER INGREDIENTS: .....	99.9%
TOTAL: .....	100.0%

EPA Reg. No. 53883-273-66222 EPA Est. No. 67572-GA-1

**KEEP OUT OF REACH OF  
CHILDREN**

**CAUTION - PRECAUCION**

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle. (If you do not understand this label, find someone to explain it to you in detail).

For additional precautionary, handling, and use statements, see inside of this booklet.

#### FIRST AID

<b>IF ON SKIN OR CLOTHING:</b>	<ul style="list-style-type: none"><li>• Take off contaminated clothing.</li><li>• Rinse skin immediately with plenty of water for 15-20 minutes.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>
<b>IF SWALLOWED:</b>	<ul style="list-style-type: none"><li>• Call a poison control center or doctor immediately for treatment advice.</li><li>• Have person sip a glass of water if able to swallow.</li><li>• Do not induce vomiting unless told to do so by a poison control center or doctor.</li><li>• Do not give anything by mouth to an unconscious person.</li></ul>
<b>IF IN EYES:</b>	<ul style="list-style-type: none"><li>• Hold eye open and rinse slowly and gently with water for 15-20 minutes.</li><li>• Remove contact lenses, if present, after the first 5 minutes; then continue rinsing eye.</li><li>• Call a poison control center or doctor for treatment advice.</li></ul>

Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact Prostar at 1-877-250-9291 for emergency medical treatment information.

NOTE TO PHYSICIAN: There is no specific antidote. All treatment

**PRECAUTIONARY STATEMENTS**  
**HAZARDS TO HUMANS AND DOMESTIC ANIMALS**  
 Caution: Harmful if absorbed through the skin. Causes eye irritation. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling.

**PERSONAL PROTECTIVE EQUIPMENT (PPE)**  
 Applicators, mixers, loaders, and persons cleaning application equipment must wear:  
 • Long-sleeved shirt and long pants  
 • Waterproof gloves  
 • Shoes plus socks

Follow manufacturer's instructions for cleaning and maintaining PPE. If no such instructions exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

**ENGINEERING CONTROLS STATEMENT**  
 When handlers use closed systems or enclosed cabs in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural practices (40 CFR 170.240 (f) (4-6)), the handler PPE requirements may be reduced or modified as specified in the WPS. Important: When reduced PPE is worn because a closed system is being used, handlers must be provided all PPE specified above for applicators and other handlers, and have such PPE available for use in an emergency, such as a spill or equipment breakdown.

**USER SAFETY RECOMMENDATIONS**  
 Users should:  
 • Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.  
 • Remove clothing PPE immediately if pesticide gets inside. Then wash the skin and put on clean clothing.  
 • Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

**ENVIRONMENTAL HAZARDS**  
 This pesticide is toxic to birds, fish, aquatic and estuarine (tidewater dwelling) invertebrates. Do not apply directly to water or to areas where surface water is present or to intertidal areas below the mean high water mark. Runoff from treated areas may be hazardous to aquatic organisms in neighboring areas. Cover, incorporate, or clean up granules that are spilled. Do not contaminate water when disposing of equipment washwater or rinsate.

**For Broadcast Applications:**  
 Do not apply within 15 feet of bodies of fresh water, lakes, reservoirs, rivers, permanent streams, marshes, natural ponds, and commercial fish ponds. A 15-foot buffer of uniform groundcover must exist between application zone and bodies of freshwater (uniform ground cover is defined as land which supports vegetation of greater than 2 inches throughout).

Do not apply within 60 feet of estuarine bodies of water. Estuarine water bodies are brackish tidal water such as bays, mouths of rivers, salt marshes, and lagoons.  
 In order to reduce risk to birds, ensure that the application is spread evenly over the treatment area.

In Florida: Do not use this product within 500 feet of areas occupied by the threatened Florida scrub jay, blue-tailed mole skink, or sand skink. In addition, for the protection of the threatened blue-tailed mole skink and sand skink, apply only to turfgrass and scrub at least a 30-foot untreated buffer of turfgrass when adjacent to scrub habitat (i.e., xeric upland) in the following counties: Highlands, Lake, Marion, Orange, Osceola, Polk, and Putnam. For guidance, consult the Florida Department of Agriculture and Consumer Services.

**DIRECTIONS FOR USE**  
 It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

**RESTRICTED USE PESTICIDE**  
 Read entire label before using this product.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only contact handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulation.

**AGRICULTURAL USE REQUIREMENTS**  
 Use this product in accordance with its labeling and with the Worker Protection Standard, 40 CFR 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), notifications to workers, and restricted-entry intervals. The requirements in this box only apply to sodatarm uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 24 hours.  
 PPE required for entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated such as plants, soil, or water is:  
 • Coveralls  
 • Waterproof gloves  
 • Shoes plus socks

**NON-AGRICULTURAL USE REQUIREMENTS**  
 The requirements in this box apply to uses of this product that are not within the scope of the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.  
 Always wear protective clothing and use appropriate equipment during application and handling. Avoid breathing dust.

**TURFGRASS AND LANDSCAPE BEDS**  
 QUALI-PRO FIPRONIL 0.1G may be applied as a soil application for the control of mole crickets and as a broadcast application for the control of imported fire ants, *Solenopsis* spp., on turfgrass and landscape beds. Additional insects such as fleas, ticks, mole crickets, and nuisance ants may be controlled for a limited time after broadcast application.

**GENERAL PRECAUTIONS AND RESTRICTIONS:**  
 Always wear protective clothing and use appropriate equipment during application and handling. Avoid contact with granules. Avoid breathing dust. Apply this pesticide when the potential for drift to nearby bodies of water is minimal (wind speed is 10 mph or less and the wind is blowing away from the body of water). Do not apply to pastures or grazing lands. Do not apply in a combination with other products (pesticides, fertilizers, etc.) since comprehensive compatibility studies have not been performed on all products.

**State Specific Restrictions:**  
 • The state of Arizona has not approved this product for use on agricultural sites. Do not use this product on uses considered by the Arizona statutes to be agricultural uses.

**APPLICATION INSTRUCTIONS**  
**SILT/REPLACEMENT APPLICATION**  
 Apply to control overwintering adult mole crickets, newly hatched nymphs, or when damage to turfgrass indicates a severe infestation exists.

**NOTE:** In California, application may only be made in the Coachella Valley during the months of April through September.

**WHERE TO APPLY:** Turfgrass areas including golf courses, lawns in commercial and residential areas; cemeteries; recreational areas including parks, campsites; around schools and sports fields; and on sodiarms; and Landscape beds.

**HOW TO USE:** Apply QUALI-PRO FIPRONIL 0.1G with self-placement equipment. The silt depth should be set to the area where the thatch and soil meet. Before each use, calibrate and adjust the equipment to ensure accurate application rates.

**HOW MUCH TO APPLY:** Apply 12.5 to 25.0 lbs. of QUALI-PRO FIPRONIL 0.1G per acre (4.6 to 9.4 ounces of QUALI-PRO FIPRONIL 0.1G per 1000 sq. ft.). For heavy insect infestations or adult insect life stages, use higher rates. Repeat applications may be necessary when there is severe mole cricket infestations and undesirable turfgrass damage.

**Restrictions:**  
 • Do not apply more than 25 lbs. of QUALI-PRO FIPRONIL 0.1G per acre (0.025 lb. ai/A) per application.  
 • Do not apply more than 50 lbs. of QUALI-PRO FIPRONIL 0.1G per acre (0.05 lb. ai/A) per year.  
 • Calibrate and adjust equipment prior to application to ensure that the proper rate of product will be applied.

**BROADCAST APPLICATION**  
 To control Imported Fire Ants, *Solenopsis* spp., or to control established colonies, QUALI-PRO FIPRONIL 0.1G should be applied evenly to the entire area to be treated with broadcast equipment.

This product can be used only in the USDA APHIS Fire Ant Quarantine area in the following states including Puerto Rico:  
 Alabama  
 Georgia  
 Oklahoma  
 South Carolina  
 Tennessee  
 Texas  
 Virginia  
 Florida  
 Louisiana  
 Mississippi  
 New Mexico  
 North Carolina  
 South Carolina  
 Tennessee  
 Texas  
 Virginia

\* Applications can only be made from April through September.

**Restrictions:**  
 • Before using this product, refer to the USDA APHIS Imported Fire Ant Quarantine web site: [http://www.aphis.usda.gov/plant\\_health/plant\\_pest\\_info/ants/downloads/ireant.pdf](http://www.aphis.usda.gov/plant_health/plant_pest_info/ants/downloads/ireant.pdf) or search the APHIS web site by zip code to determine if the area to be treated is located within the APHIS Imported Fire Ant Quarantine area: [http://www.aphis.usda.gov/oiplant\\_health/ant\\_pest\\_info/ants/ireantquaha](http://www.aphis.usda.gov/oiplant_health/ant_pest_info/ants/ireantquaha). If the zip code for the area to be treated does not appear in the APHIS Imported Fire Ant Quarantine zone, you must notify and consult with the county's extension agent prior to treating.

• Consult your State or Federal plant protection inspector or your county agent for assistance regarding exact areas under regulation and requirements for moving regulated articles.  
 • For all areas except sodiarms within the USDA APHIS Quarantine area, do not apply more than 1 application per year of 12.5 lbs. per acre.

• For sodiarms within the USDA APHIS Quarantine area, 2 applications of 12.5 lbs. per acre per application may be made.  
 • Do not broadcast over impervious surfaces such as paved or concrete roads, sidewalks, driveways, and walkways.  
 • Do not broadcast near any storm drains.  
 • Calibrate and adjust equipment prior to application to ensure that the proper rate of product will be applied.

**WHERE TO APPLY:** Turfgrass areas including golf courses, lawns in commercial and residential areas; cemeteries; recreational areas including parks, campsites; around schools and sports fields; and on sodiarms; and Landscape beds.

**HOW TO USE:** Apply QUALI-PRO FIPRONIL 0.1G with broadcast equipment. Before each use, calibrate and adjust the equipment to ensure accurate application rates. Ensure thorough and even coverage of the granules. Water-in immediately after application.

**HOW MUCH TO APPLY:** Apply 12.5 lbs. of QUALI-PRO FIPRONIL 0.1G per acre (4.6 ounces of QUALI-PRO FIPRONIL 0.1G per 1000 sq. ft.).

The primary purpose of this product is for Imported Fire Ants, *Solenopsis* spp., control. When treating for Imported Fire Ants, *Solenopsis* spp., the following pests will be controlled for a limited time: Fleas (*Ctenocephalides* spp.) and Ticks (*Dermacentor* spp., *Rhipicephalus* spp., *Ixodes* spp.), 1 month; Nuisance ants (*Lasius neiviger?*), 3 months; Mole crickets (*Scapteriscus* spp.), 4 months.



Quality Turf & Ornamental Products

### Fipronil 0.1G Sales and Application agreement and efficacy guarantee

This Agreement is entered into between Quali-Pro, a business unit of Control Solutions Inc. represented by a Quali-Pro Authorized Distributor, the certified applicator, and the Turf Manager/ Superintendent .

#### Purpose

The purpose of this Agreement is for the Turf Manager, or Authorized Representative, to contract for mole cricket, fire ant and other pest control by the application of Quali-Pro Fipronil 0.1% G. insecticide from Quali-Pro, to those turf areas that are specifically identified in the Treatment Area description. The Quali-Pro (QP) Authorized distributor presenting this Agreement to the Turf Manager, or Authorized Representative, is authorized to execute the Agreement on behalf of Quali-Pro but only within the following terms and conditions.

#### Terms and Conditions

1. The Turf Manager/ Superintendent will be responsible to arrange the application of Fipronil 0.1G insecticide to all areas designated on the Service Agreement form by a QP Certified Applicator. It is agreed by the Turf Manager that this area is identified in size by acres within this contract.
2. The Fipronil 0.1G applications will be made on the proposed treatment date listed on this form and at the rate of 25 lbs per acre as a slit-application.
3. Any inquiries or complaints relating to the application of Fipronil 0.1G will be made to the QP Authorized distributor.
4. The QP Authorized distributor can provide a Fipronil 0.1G MSDS and a label to the Turf Manager at the time of application if desired. Label and MSDS are always available at qual-pro.com
5. The Turf Manager will be responsible for compliance with the post-application label requirements (i.e., re-entry into treated area, etc). The Label is the Law. For Example: Empty bags should be disposed of according to the label.
6. Under the terms and conditions of this Agreement only, QP warrants that one slit application of Fipronil 0.1G (at 25 pounds per acre) by a QP certified applicator with approved equipment, will provide satisfactory control of mole crickets and fire ants through the end of December of the year on the acreage applied. (Mating flights of adult mole crickets may temporarily infest turfgrass and are excluded from warranty).

**Quali-Pro Authorized distributor (Company Name)**  
Southeastern Turf Grass Supply Inc.  
 Authorized distributor Representative Jonathan Wicker  
 Phone Number 904-260-8565

**Address (for application and delivery)**  
 Customer Southeastern Turf Grass Supply. Inc. for St. Johns County Parks  
 Turf Manager /Supt. Jonathan Wicker for Dale Vaughn  
 Address 6942 Philips Parkway Dr. N.  
 County St. Johns  
 City, State, ZIP Jacksonville, FL 32256  
 Office Phone 904 260 8565  
 Cell Phone 904-629-1302  
 Email \_\_\_\_\_



Quality Turf & Ornamental Products

Treatment Area is described below or in a map/scorecard appended to, and part of, this agreement.

various county parks in St. Johns County Florida  
per Bid No. 15-19

Proposed Treatment Date TBD

Total Acres Proposed	<u>207.25</u>	
X	\$	per acre
+	\$	application fee
=	\$	Total for application

Proposed Applicator (Company Name)  
Southeastern Turf Grass Supply Inc.

**MANUFACTURER WARRANTY**

Refer to the Warranty statement on the label of Quali-Pro Fipronil 0.1G.

**THE QUALI-PRO PLEDGE**

**FIPRONIL 0.1G SLIT APPLIED EFFICACY GUARANTEE**

QP will provide a currently registered mole cricket control product from the Quali-Pro portfolio through the Authorized Distributor for application to any hot spots that might appear in the treated area to the satisfaction of the Turf Manager/ Superintendent .

**The product should be applied during the proper application timing range as recommended by your state university turfgrass extension department based upon your location.**

The Turf Manager, or Authorized Representative, represents that he/she has read and understands this Agreement and agrees to be bound by its terms and conditions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous communication, negotiations, proposals and agreements, oral or written between the parties.

I have read and understand all paragraphs of this Service Agreement. *Please sign below....*

Turf Manager or Authorized Representative Signature and Date  
[Signature] 2/2/15

Sales Authorized distributor Signature and Date  
[Signature] 2/2/15

**ATTACHMENT "E"**  
**LIST OF PROPOSED SUBCONTRACTORS**

All subcontractors are subject to approval of Owner. The following are subcontractors proposed to be used in connection with this work:

**DIVISION OF WORK**

**NAME AND ADDRESS OF SUBCONTRACTORS**

None


Southeastern Turf Grass Supply Inc.



**ATTACHMENT "F"**  
**REFERENCES**

Each Bidder shall submit a list of five (5) references from agencies that have contracted with the Bidder for services of similar size and scope as specified herein within the past five (5) years. References provided shall not be for residential or commercial building weed/pest control, but, shall be for weed and/or pest control for athletic fields and properties as stated herein. The full contact information for each reference shall be placed in the spaces provided below.

1. Contact Name/Title: Dale Vaughn - Supervisor  
 Name of Firm/Entity: St. Johns County Parks Dept.  
 Description/Dates of Services Provided: 10+ years weed & insect control  


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 \$ Amount of Contract: 120,354.45  
 Address: 2175 Mizell Rd., St. Augustine FL 32080  
 Phone #: 904-669-0391 Fax #: 904-209-0321  
 Email Address: \_\_\_\_\_
  
2. Contact Name/Title: Verlon Dorminey/Athletic Director  
 Name of Firm/Entity: Trinity Christian Academy  
 Description/Dates of Services Provided: 10+ years yearly weed & insect control  


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 \$ Amount of Contract: \_\_\_\_\_  
 Address: 800 Hammond Blvd., Jacksonville, FL 32221  
 Phone #: 904-616-5921 Fax #: 904-596-2498  
 Email Address: \_\_\_\_\_
  
3. Contact Name/Title: Mike Jones, Athletic Director  
 Name of Firm/Entity: Episcopal School of Jacksonville  
 Description/Dates of Services Provided: 10+ yers yearly weed & insect control  


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 \$ Amount of Contract: \_\_\_\_\_  
 Address: 4455 Atlantic Blvd. Jacksonville, FL 32207  
 Phone #: 904-591-4210 Fax #: 904-306-7116  
 Email Address: \_\_\_\_\_
  
4. Contact Name/Title: Randy Powell Field Supervisor  
 Name of Firm/Entity: First Coast Soccer Association  
 Description/Dates of Services Provided: 10+ years - yearly weed & insect control  


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 \$ Amount of Contract: \_\_\_\_\_  
 Address: 2850 Hodges Blvd. Jacksonville, FL 32224  
 Phone #: 904-838-8404 Fax #: 904-223-3707  
 Email Address: \_\_\_\_\_
  
5. Contact Name/Title: Zack Osbeck/Field supervisor  
 Name of Firm/Entity: Bishop John Snyder High School  
 Description/Dates of Services Provided: 10+ years yearly weed & insect control  


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 \$ Amount of Contract: \_\_\_\_\_  
 Address: 5001 Samaritan Way, Jacksonville, FL 32210  
 Phone #: 904-612-2263 Fax #: 904-908-8988  
 Email Address: \_\_\_\_\_

**CORPORATE/COMPANY**

Full Legal Company Name: Southeastern Turf Grass Supply Inc. (Seal)

By: [Signature] Jonathan C. Wicker, President  
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] Jonathan C. Wicker as Secretary  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 6942 Philips Parkway Dr.N., Jacksonville, FL 32256

Telephone No.: (904) 260-8565 Fax No.: (904) 262-6733

Email Address for Authorized Company Representative: jcwicker@mac.com

Federal I.D. Tax Number: [Redacted] DUNS #: \_\_\_\_\_  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

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

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Unit Price List
  - Attachment "B" – Affidavit
  - Attachment "C" – Certificate as to Corporate Principal
  - Attachment "D" – License / Certification List
  - Attachment "E" – List of Propose Sub-Contractors
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.



# St. Johns County Board of County Commissioners

Purchasing Division

## ADDENDUM #1

December 29, 2014

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 15-19; Weed & Pest Control Maintenance Services for SJC Recreation

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

### *Clarifications:*

The correct date and time for the Non-Mandatory Pre-Bid Meeting is **Wednesday, January 7, 2015 at 10:30am** in the St. Johns Conference Room of the SJC Administration Building located at 500 San Sebastian View, St. Augustine, FL 32084. Attendance at this meeting is not required, but is highly recommended by Staff.

The correct due date and time for bids to be submitted is **Wednesday, February 4, 2015 at 2:00pm**. Bids must be received in the SJC Purchasing Department by or before this deadline in order to be considered for award.

**THE BID DUE DATE REMAINS: Wednesday, February 4, 2015 at 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

 12/29/2014

Signature and Date

**Jaime T. Locklear, CPPB**  
Contracts Coordinator  
Purchasing Department

Jonathan C. Wicker, President

Printed Name and Title

Southeastern Turf Grass Supply, Inc.

Company Name (Print)

**END OF ADDENDUM #1**



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #2

January 12, 2015

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 15-19; Weed & Pest Control Maintenance Services for SJC Recreation

This Addendum #2 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

#### *Questions/Answers:*

**1. What is the location of the A1A Medians?**

Answer: The section of medians along A1A that is included in this bid is from the Duval County Line to the County Road 210 intersection on A1A.

**2. Is there Bahia grass in the medians?**

Answer: Yes, there is Bahia grass in the medians. However, the Contractor awarded under this contract shall not perform any kind of maintenance on the grass in the A1A Medians. The only service to be performed on the medians is quarterly weed and/or pest control maintenance of the landscaping beds. If weeds and/or pests reappear in the medians between the quarterly visits, the Contractor shall be required to retreat the medians at no additional cost to the County.

**3. Is the County opposed to having the Fipronil blown in, rather than slit in?**

Answer: The only method the County is allowing for the application of the Fipronil, is a slit application.

**4. What is the budget for this service?**

Answer: \$158,000.00 is the annual amount budgeted for FY15.

**5. Is the primary problem mole crickets?**

Answer: Yes, mole crickets are the biggest problem on the athletic fields, with army worms next and fire ants.

**6. What was used on the test field?**

Answer: Quali-Pro Fipronil 0.1G was used on the test field to determine if it had equivalent results to the Chipco Choice, at a more economical price.

**7. Did the test field with the Quali-Pro Fipronil produce the same result with fire ants?**

Answer: Yes. The Quali-Pro Fipronil performed exactly the same as the Chipco Choice in every aspect. There were no differences between the results achieved.

**8. Does the vendor have to slit apply any retreatments of the Fipronil, if required?**

Answer: It is not required that the Contractor slit apply the retreatments, however, the retreatments are expected to have equivalent results as the original treatment, and as such, the Contractor shall perform any additional retreatments at no additional cost to the County.

**9. Are the fields Bermuda grass?**

Answer: Yes, and they are required to remain 100% Bermuda grass. The Contractor shall be responsible for removing any and all encroaching or invasive grass species from the fields that is not Bermuda grass.

10. Is the Contractor required to perform a treatment every thirty (30) days, or if treatment is not necessary, does the Contractor still get paid?

Answer: The Contractor is required to apply treatment to all areas, with the exception of the A1A Medians, every thirty (30) calendar days, as needed. If any location does not require a full treatment, but may be spot treated to address problem areas, the Contractor is not required to apply a full treatment, and may spot treat as needed. However, the Contractor is responsible for maintaining all of the areas included under this bid to be weed and pest free at all times throughout the duration of the Contract.

11. How many park supervisors are there?

Answer: There are five (5) SJC Park Supervisors who will be overseeing separate areas throughout the duration of this contract. The Contractor is required to coordinate and communicate with these individuals on schedule, treatment, and any other aspects of the services required.

12. Has the County ever experienced any damages caused by slit application?

Answer: No damages have ever been caused from utilizing the slit application of Fipronil.

13. Are there past bid results, and what has been spent in previous years?

Answer: Previous years' bid tabulations, with annual amounts are attached.

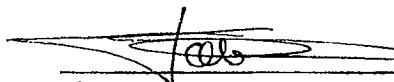
*Clarifications:*

- Pg. 10 – Qualification of Contractors – Included language: ~~“Bidders must be licensed to do business in the State of Florida, must have and provide proof of a Certified Herbicide Applicator through the Florida Department of Agriculture and Consumer Services, a Restricted Use Pesticides License, and a State of Florida Lawn & Ornamental Pest Control License.”~~ *Shall be changed to:* “Bidders must be licensed to do business in the State of Florida, must have, and provide proof of, a Commercial Applicators License from the Florida Department of Agriculture and Consumer Services, as required for Turf & Ornamental application.”
- Revised specifications are attached hereto, and shall be the standards by which services are performed under this contract.
- The following language shall be added to the Bid Document: “Each Bidder shall submit a list of no less than five (5) References from agencies who have contracted with the Bidder for services of similar size and scope as those specified herein within the past five (5) years. This information shall be submitted by each Bidder on Attachment F.” – Attachment F is attached hereto for use by Bidders.

**THE BID DUE DATE REMAINS: Wednesday, February 4, 2015 at 2:00 P.M.**

Acknowledgment

Sincerely,

  
1/12/2015  
Signature and Date

Jaime T. Locklear, CPPB  
Contracts Coordinator  
Purchasing Department

Jonathan C. Wicker, President  
Printed Name and Title

Southeastern Turf Grass Supply Inc.  
Company Name (Print)

END OF ADDENDUM #2



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #3

January 28, 2015

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 15-19; Weed & Pest Control Maintenance Services for SJC Recreation

This Addendum #3 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

#### *Questions/Answers:*

1. Does the County require the manufacturer's EPA labeled rate of twenty five pounds per acre of Chipco Choice .01g granules, or twenty five pounds per acre of Quali Pro Fipronil .01g granules be applied, or is an application rate less than the recommended rate of twenty five pounds per acre of granules acceptable?

Answer: If there are application rates specified on the EPA label of the product that are required for the application of said product, the Contractor must comply with the label requirements. However, if the application rates are recommended, the Contractor are not required to comply with the label recommendations. The County only requires that the Contractor apply the Fipronil granules, through slit application, to prevent the destruction of the fields and property by mole crickets. The Contractor is permitted to use application rates as necessary to accomplish this result. And, if the application rate used by the Contractor is unsuccessful, the Contractor is required to reapply Fipronil at no additional cost to the County.

2. Does the County require the slit application equipment applying the Fipronil .01g granules to be certified in the current year to apply that material by the chemical manufacturer or is any slit application equipment acceptable?

Answer: If there is a certification of the equipment required by the manufacturer of the product, or by any applicable regulatory agency, then the Contractor must comply as required. But, barring such regulations, the County does not require that the equipment used be certified.

3. Does the County want an annual spring grub control application to be made to the parks to mitigate the damage caused by digging animals searching for grubs?

Answer: The Contractor is required to treat the included properties every thirty (30) days, as needed, for the purpose of removing, preventing, and maintaining the properties pest and weed free. The Contractor is not responsible for treatments for predators feeding on the pests and/or weeds.

4. Where in the bid should the slit seeding cost be integrated?

Answer: The unit prices per location shall include any and all costs incorporated with providing the required services for weed and pest control maintenance at the included locations. These costs shall be the final costs to the County, unless additional services are requested to be performed by the Contractor, which will be authorized, in writing, via Contract Amendment.

**5. How many free service calls have been performed in the past?**

Answer: There have been approximately five (5) reapplications for mole crickets, two (2) reapplications for weeds, and one (1) reapplication for army worms, at various locations throughout the past calendar year.

**Clarifications:**

- Pg. 16 – Attachment “A” – Unit Price List – This page has been revised as attached. Bidders shall use and submit the revised form with their bid packages.

**THE BID DUE DATE REMAINS: Wednesday, February 4, 2015 at 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

 1/30/2015

Signature and Date

Jonathan C. Wickder President

**Jaime T. Locklear, CPPB**  
Contracts Coordinator  
Purchasing Department

Printed Name and Title

Southeastern Turf Grass Supply inc.

Company Name (Print)

**END OF ADDENDUM #3**

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW / ESTE DOCUMENTO CONTIENE UNA MARCA DE AGUA VERDAD - TIENEN A LA LUZ PARA VER

BBVA Compass

CASHIER'S CHECK

502060785

CHEQUE DE CAJA

61-118/620

PAY BOARD OF COUNTY COMMISSIONERS  
TO THE  
ORDER OF  
Paguese por este cheque a lo orden de

Date/Fecha: 02/03/2015

380

\*\*\*\*\* \$5,424.01 \*\*\*\*\*

\*\*\* FIVE THOUSAND FOUR HUNDRED TWENTY FOUR DOLLARS AND 01 CENTS \*\*\*

Remitter/Remitente: JONATHAN WICKER  
Description/Descripción:

Drawee:  
Compass Bank  
Birmingham, AL 35233

  
AUTHORIZED SIGNATURE / FIRMA AUTORIZADA

⑈ 50 2060 785 ⑈ ⑆ 06 200 1 186 ⑆ 1 5 1 56 1 1 2 ⑈

Ver Detrase Cheques.  
Características de la Seguridad Incluidas.





## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #3

January 28, 2015

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 15-19; Weed & Pest Control Maintenance Services for SJC Recreation

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- 2. Does the County require the slit application equipment applying the Fipronil .01g granules to be certified in the current year to apply that material by the chemical manufacturer or is any slit application equipment acceptable?**

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**Answer:** The unit prices per location shall include any and all costs incorporated with providing the required services for weed and pest control maintenance at the included locations. These costs shall be the final costs to the County, unless additional services are requested to be performed by the Contractor, which will be authorized, in writing, via Contract Amendment.

**5. How many free service calls have been performed in the past?**

Answer: There have been approximately five (5) reapplications for mole crickets, two (2) reapplications for weeds, and one (1) reapplication for army worms, at various locations throughout the past calendar year.

**Clarifications:**

- Pg. 16 – Attachment “A” – Unit Price List – This page has been revised as attached. Bidders shall use and submit the revised form with their bid packages.

**THE BID DUE DATE REMAINS: Wednesday, February 4, 2015 at 2:00 P.M.**

**Acknowledgment**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name (Print)

Sincerely,



Jaime T. Locklear, CPPB  
Contracts Coordinator  
Purchasing Department

**END OF ADDENDUM #3**

**ATTACHMENT "A"**  
**UNIT PRICE LIST**

Each Bidder shall submit the unit prices for each location as provided below. These unit prices shall dictate the annual bid price submitted on the Official County Bid Form on p. 15 above. Failure to submit unit prices for any included site may result in removal from consideration for award of a contract.

Item#	Point Location	Area (Acres)	Unit Price per Visit	Frequency Per year	Annual Price
1	A1A N Highway Median Beds		\$	4	\$
2	Aberdeen II	8	\$	12	\$
3	Cornerstone Park	10	\$	12	\$
4	Davis Park	32	\$	12	\$
5	Durbin Crossing	9	\$	12	\$
6	Fruit Cove School	5	\$	12	\$
7	Gamble Rogers Middle School	12	\$	12	\$
8	Hastings Football Field	2	\$	12	\$
9	Joe Pomar Park	6	\$	12	\$
10	Julington Creek Plantation	10	\$	12	\$
11	Landrum Middle School Athletic Fields	9	\$	12	\$
12	Mill Creek Elementary Football Fields	2	\$	12	\$
13	Mills Field	10	\$	12	\$
14	Nocatee Park	10	\$	12	\$
15	Osceola Elementary School	6	\$	12	\$
16	Pacetti Bay Middle School	2.5	\$	12	\$
17	Palencia Park	6	\$	12	\$
18	R.B. Hunt Elementary School	6	\$	12	\$
19	Rivertown Park	10	\$	12	\$
20	Switzerland Middle School	5	\$	12	\$
21	Treaty Park	12	\$	12	\$
22	Veterans Park	25	\$	12	\$
23	West Augustine Park & Baseball Fields	9.75	\$	12	\$



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #2

January 12, 2015

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 15-19; Weed & Pest Control Maintenance Services for SJC Recreation

This Addendum #2 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

#### *Questions/Answers:*

- 1. What is the location of the A1A Medians?**  
Answer: The section of medians along A1A that is included in this bid is from the Duval County Line to the County Road 210 intersection on A1A.
- 2. Is there Bahia grass in the medians?**  
Answer: Yes, there is Bahia grass in the medians. However, the Contractor awarded under this contract shall not perform any kind of maintenance on the grass in the A1A Medians. The only service to be performed on the medians is quarterly weed and/or pest control maintenance of the landscaping beds. If weeds and/or pests reappear in the medians between the quarterly visits, the Contractor shall be required to retreat the medians at no additional cost to the County.
- 3. Is the County opposed to having the Fipronil blown in, rather than slit in?**  
Answer: The only method the County is allowing for the application of the Fipronil, is a slit application.
- 4. What is the budget for this service?**  
Answer: \$158,000.00 is the annual amount budgeted for FY15.
- 5. Is the primary problem mole crickets?**  
Answer: Yes, mole crickets are the biggest problem on the athletic fields, with army worms next and fire ants.
- 6. What was used on the test field?**  
Answer: Quali-Pro Fipronil 0.1G was used on the test field to determine if it had equivalent results to the Chipco Choice, at a more economical price.
- 7. Did the test field with the Quali-Pro Fipronil produce the same result with fire ants?**  
Answer: Yes. The Qualipro Fipronil performed exactly the same as the Chipco Choice in every aspect. There were no differences between the results achieved.
- 8. Does the vendor have to slit apply any retreatments of the Fipronil, if required?**  
Answer: It is not required that the Contractor slit apply the retreatments, however, the retreatments are expected to have equivalent results as the original treatment, and as such, the Contractor shall perform any additional retreatments at no additional cost to the County.
- 9. Are the fields Bermuda grass?**  
Answer: Yes, and they are required to remain 100% Bermuda grass. The Contractor shall be responsible for removing any and all encroaching or invasive grass species from the fields that is not Bermuda grass.

**10. Is the Contractor required to perform a treatment every thirty (30) days, or if treatment is not necessary, does the Contractor still get paid?**

Answer: The Contractor is required to apply treatment to all areas, with the exception of the A1A Medians, every thirty (30) calendar days, as needed. If any location does not require a full treatment, but may be spot treated to address problem areas, the Contractor is not required to apply a full treatment, and may spot treat as needed. However, the Contractor is responsible for maintaining all of the areas included under this bid to be weed and pest free at all times throughout the duration of the Contract.

**11. How many park supervisors are there?**

Answer: There are five (5) SJC Park Supervisors who will be overseeing separate areas throughout the duration of this contract. The Contractor is required to coordinate and communicate with these individuals on schedule, treatment, and any other aspects of the services required.

**12. Has the County ever experienced any damages caused by slit application?**

Answer: No damages have ever been caused from utilizing the slit application of Fipronil.

**13. Are there past bid results, and what has been spent in previous years?**

Answer: Previous years' bid tabulations, with annual amounts are attached.

**Clarifications:**

- Pg. 10 – Qualification of Contractors – Included language: ~~“Bidders must be licensed to do business in the State of Florida, must have and provide proof of a Certified Herbicide Applicator through the Florida Department of Agriculture and Consumer Services, a Restricted Use Pesticides License, and a State of Florida Lawn & Ornamental Pest Control License.”~~ *Shall be changed to:* “Bidders must be licensed to do business in the State of Florida, must have, and provide proof of, a Commercial Applicators License from the Florida Department of Agriculture and Consumer Services, as required for Turf & Ornamental application.”
- Revised specifications are attached hereto, and shall be the standards by which services are performed under this contract.
- The following language shall be added to the Bid Document: “Each Bidder shall submit a list of no less than five (5) References from agencies who have contracted with the Bidder for services of similar size and scope as those specified herein within the past five (5) years. This information shall be submitted by each Bidder on Attachment F.” – Attachment F is attached hereto for use by Bidders.

**THE BID DUE DATE REMAINS: Wednesday, February 4, 2015 at 2:00 P.M.**

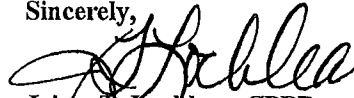
**Acknowledgment**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name (Print)

Sincerely,



**Jaime T. Locklear, CPPB**  
Contracts Coordinator  
Purchasing Department

**END OF ADDENDUM #2**

**ATTACHMENT "F"**  
**REFERENCES**

Each Bidder shall submit a list of five (5) references from agencies that have contracted with the Bidder for services of similar size and scope as specified herein within the past five (5) years. References provided shall not be for residential or commercial building weed/pest control, but, shall be for weed and/or pest control for athletic fields and properties as stated herein. The full contact information for each reference shall be placed in the spaces provided below.

- 1. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\$ Amount of Contract: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 2. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\$ Amount of Contract: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 3. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\$ Amount of Contract: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 4. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\$ Amount of Contract: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_
  
- 5. Contact Name/Title: \_\_\_\_\_  
Name of Firm/Entity: \_\_\_\_\_  
Description/Dates of Services Provided: \_\_\_\_\_  
\_\_\_\_\_  
\$ Amount of Contract: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**BID NO: 15-19; WEED & PEST CONTROL MAINTENANCE SERVICES FOR SJC PARKS & PROPERTIES**  
**MINIMUM SPECIFICATIONS & CONDITIONS (Revised)**

**Definitions**

**Invasive Plants:** An alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health

**Certified Applicator:** A person who has demonstrated, through an examination process, the ability to safely handle and apply restricted-use pesticides

**PDMP (Pesticide Discharge Management Plan):** Demonstrates integrated pest management strategies, and documents steps taken to reduce pesticide discharges to water of the state

**Restricted-Use Pesticides:** highly hazardous pesticides that can only be possessed or used by applicators who are certified or licensed

**Weed:** For the purposes of this bid, any unwanted grass, plant, weed, or other species that may be detrimental to the healthy growth and appearance of the specified locations is considered a "weed".

**Pest:** For the purposes of this bid, any unwanted bugs, insects, or other organisms that may be detrimental to the healthy growth and appearance of the specified location is considered a "pest". This includes, but is not limited to: mole crickets, army worms, fire ants,

**Scope of Work**

The scope of work shall include the performance of weed and pest control maintenance services at specified athletic fields, parks and other properties located throughout St. Johns County, FL. The awarded vendor shall be responsible for providing any and all materials, equipment, transportation, herbicides, pesticides, and labor necessary to perform weed and pest control maintenance services for the treatment, prevention and maintenance of any and all unwanted grasses, weeds or other plants located within the specified sites, and treatment, prevention, and maintenance of any and all unwanted pests such as mole crickets, army worms, and any other pests that are detrimental to the health and appearance of the specified athletic fields, parks and other sites included herein. Maintenance services shall be performed as scheduled for each location, which is subject to change based on the conditions and/or needs of each athletic field.

**County Locations**

The Contractor shall be responsible for performing the required services at all site locations stated herein. The County reserves the right to add and/or delete site locations, change the service frequency of any site locations, and/or change the requirements of the maintenance for any site locations, at any time throughout the duration of the contract, as needed to properly address the conditions and needs of any of the included sites.

Any and all changes directed by the County shall be in writing to the Contractor. Contract pricing may be adjusted in accordance with the change being made to the services under this Contract.

**Scheduling**

The Contractor shall coordinate with the SJC Recreation & Parks Superintendent and/or Park Supervisors to work up a treatment schedule for all sites included herein. The Contractor shall provide a draft schedule, in writing, on the first day of each month, for all treatments to be performed throughout the month. This schedule shall be subject to approval from the SJC Recreation & Parks Superintendent and/or respective Park Supervisors prior to finalizing.

The County Representative shall notify the Contractor, in writing, of any change to the time frame for inspections or maintenance/treatment no less than three (3) consecutive calendar days prior to the scheduled inspection and/or treatment services. The Contractor shall not make any changes to the submitted and approved schedule without explicit approval, in writing, from a designated County Representative

**Services**

The Contractor shall perform monthly inspections on all included County site locations to determine the progress of the treatment and maintenance services, and to ensure that maintenance and control techniques are achieving desired results.

The Contractor shall provide any and all necessary labor, materials, equipment, transportation, and supervision required to apply insecticides and herbicides to the site locations once every thirty (30) days, at a minimum to treat and/or prevent unwanted and harmful weeds and pests from infesting the specified locations. The Contractor shall not be responsible for applying any fertilizer or seeding for any location included herein, unless otherwise specified.

If at any time between treatments, there is an occurrence, or re-occurrence of weed and/or pest infestation, the Contractor shall be required to retreat any and all areas where the appearance is occurring at no additional cost to St. Johns County. Any reapplication of herbicides or pesticides shall be applied to the entire area where the weeds/pests are occurring after the monthly application. Reapplication shall be performed by the Contractor within five (5) business days of notification from a County Representative of a re-occurrence of weeds and/or pests.

The Contractor shall perform any and all inspections and maintenance/treatment services between the hours of 8:00am and 5:00pm, Monday through Friday, unless specifically instructed by the appropriate, authorized County Representative to perform the services at an alternate time due to public functions, or increased risk of exposure to treatment chemicals to the public. This shall apply to all sites other than school grounds. The Contractor shall perform the required services on school grounds during times other than during school hours or when school activities are taking place, as approved by the designated County Representative.

Services shall not be performed at any site if patrons are on-site where the application is to be performed. The Contractor shall reschedule application of chemicals for any site where there are patrons present so that the application can be performed when the site is unoccupied.

In addition to the monthly services for weed and pest control maintenance, the Contractor shall also be required to slit-apply Fipronil 0.1G granules to the athletic fields included herein once each year between March and May for mole cricket prevention and treatment. If at any time between annual applications there is an occurrence, or re-occurrence of mole cricket infestation, the Contractor shall be required to retreat any and all areas where the appearance is occurring at no additional cost to St. Johns County. Any reapplication shall be applied to the entire area at an included site where mole crickets are appearing after the annual application.

The chemical and physical description of the Fipronil 0.1G to be used shall be as follows:

**APPEARANCE:** Grey to tan granules

**ODOR:** Slight musty odor

**FLASH POINT:** Not flammable

**pH:** 6.5 – 7.5

**DENSITY:** 42 – 48 lbs/cu. ft.

#### Notifications

The Contractor shall notify the field supervisor of an approximate time of arrival on-site for any unstaffed location. This notification shall be made via telephone call, with an email sent for verification purposes.

The Contractor shall also notify the field supervisor of any emergency situation that would result in the Contractor being unable to perform the required services at any included site as scheduled. The Contractor shall reschedule any missed site for the following day, unless a special event or occupation of the site shall result in the Contractor being unable to perform the services. The Contractor shall be responsible for coordinating any and all rescheduling of services with the SJC Recreation & Parks Department designated representative.

#### Herbicides, Pesticides & Chemicals

Chemicals used in the performance of the required services shall be approved for such use in the State of Florida by FDEP, and any other regulatory agency having jurisdiction. The Contractor shall be responsible for the proper application of any and all restricted-use pesticides utilized under this Contract. It shall be the responsibility of the Contractor to ensure that such applications are performed so as to protect the surrounding environment, non-target organisms, and the public. The Contractor shall employ appropriate means in accordance with FDEP Herbicide Use Guidelines and shall measure and record wind velocities during any application.

All chemicals utilized by the Contractor for services under this contract shall be in strict accordance with the EPA Label. The Contractor shall be solely liable for any penalty, fines, or damages resulting from the misuse of any chemical, herbicide, or pesticide.

The Contractor shall provide the SJC Parks & Recreation Superintendent with any and all current MSDS information for all proposed herbicides, pesticides, and other chemicals upon the effective date of the Contract. The Contractor shall ensure that any and all MSDS information for all herbicides, pesticides, or other chemicals is available from on-site personnel at all times while performing services for the County. Copies of any and all MSDS information shall also be provided to County Staff, or any requesting individual immediately upon request.



The Contractor shall be required to dispose of any and all herbicide, pesticide and adjuvant containers in accordance with any and all local, state, and federal codes, rules, laws, and guidelines. The Contractor shall be solely responsible for any and all penalties, fines, or damages resulting from improper disposal of any herbicide, pesticide or chemical utilized under this Contract.

Services shall not be performed at any site if patrons are on-site where the application is to be performed. The Contractor shall reschedule application of chemicals for any site where there are patrons present so that the application can be performed when the site is unoccupied.

#### **Posting of Signs**

The Contractor shall be responsible for posting any and all signs necessary to warn the public of any and all applications and/or treatments that are being performed, or have been performed at any County site location. The Contractor shall only remove any and all posted signs when the potential harm or risk from exposure to any and all chemicals used at the site has dissipated.

#### **Equipment**

The Contractor shall be required to furnish any and all equipment and vehicles necessary to perform any and all services as specified herein and required under this contract. Failure on the part of the Contractor to provide equipment and/or vehicles sufficient to perform the required services may result in termination of the Contract.

The Contractor shall use Precision Ground Driven Positive Displacement Metering System equipped machines to apply herbicides and pesticides for the weed and/or pest control services. No broadcast spreaders or Air Assisted Dry Spray Boom Systems shall be used. All equipment shall be calibrated as per EPA Label application rates for all products used. The County reserves the right to review all equipment proposed by Bidders to determine acceptability to perform the required services. The County also reserves the right to disallow any piece of equipment proposed by any bidder if, in the County's opinion, the equipment does not meet the requirements of this bid.

Any and all Contractor vehicles, vessels, and equipment shall be prominently marked with the Contractor company name and contact telephone number, and shall be in good working condition, with no apparent disrepair or unsightly conditions on any part of the vehicle, vessel, or equipment.

All standard equipment, safety equipment and lighting required or mandated by State, Federal, OSHA or ADA regulations must be provided by the Contractor at all times. All safety devices shall be properly installed and maintained in proper working condition at all times throughout the duration of the Contract. If, at any time, the County determines that any safety equipment is deficient in any way, the Contractor shall immediately remove the equipment from service and shall keep the equipment out of service until the deficiency is corrected to the satisfaction of the County.

#### **Damages**

Any and all fixtures and improvements located at any County facility, or on County property, damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.

#### **Reporting**

The Contractor shall provide monthly reports detailing all activities and findings for all sites included under this contract. The report shall state, at a minimum, the following for each location: any and all chemicals used, and quantities applied, date(s) of services performed, any problem areas for each site, any recommendation for additional services not included herein.



**St. Johns County Board of County Commissioners**

Purchasing Division

**ADDENDUM #1**

December 29, 2014

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No: 15-19; Weed & Pest Control Maintenance Services for SJC Recreation

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

**Clarifications:**

The correct date and time for the Non-Mandatory Pre-Bid Meeting is **Wednesday, January 7, 2015 at 10:30am** in the St. Johns Conference Room of the SJC Administration Building located at 500 San Sebastian View, St. Augustine, FL 32084. Attendance at this meeting is not required, but is highly recommended by Staff.

The correct due date and time for bids to be submitted is **Wednesday, February 4, 2015 at 2:00pm**. Bids must be received in the SJC Purchasing Department by or before this deadline in order to be considered for award.

**THE BID DUE DATE REMAINS: Wednesday, February 4, 2015 at 2:00 P.M.**

**Acknowledgment**

\_\_\_\_\_  
Signature and Date

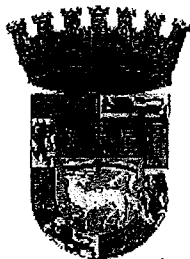
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Name (Print)

Sincerely,

*Jaime T. Locklear*  
**Jaime T. Locklear, CPPB**  
Contracts Coordinator  
Purchasing Department

**END OF ADDENDUM #1**



**Board of County Commissioners  
St. Johns County, Florida**

**BID NO: 15-19**

**WEED & PEST CONTROL MAINTENANCE SERVICES  
FOR ST. JOHNS COUNTY ATHLETIC FIELDS**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
904.209.0150**

**DRAFT: 12/8/14**

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### PROJECT SPECIFICATIONS

**BID NO: 15-19**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, February 5, 2015 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 15-19; Weed & Pest Control Maintenance Services for St. Johns County Parks & Properties. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for the performance of weed and pest control maintenance services at specified athletic fields, parks and other properties located throughout St. Johns County, FL. The awarded vendor shall be responsible for providing any and all materials, equipment, transportation, herbicides, pesticides, and labor necessary to perform weed and pest control maintenance services for the treatment, prevention and maintenance of any and all unwanted grasses, weeds or other plants located within the specified sites, and treatment, prevention, and maintenance of any and all unwanted pests such as mole crickets, army worms, and any other pests that are detrimental to the specified athletic fields, parks and other sites included herein. Maintenance services shall be performed as scheduled for each location, which is subject to change based on the conditions and/or needs of each athletic field.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website [www.demandstar.com](http://www.demandstar.com) by requesting Document # 15-19. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: [www.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx). Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Jaime T. Locklear, CPPB, St. Johns County Purchasing, via email to [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us) or fax to (904) 209-0159.

There will be a **Non-Mandatory Pre-Bid Meeting** held on **Tuesday, January 7, 2015 at 10:30AM** in the St. Johns Conference Room of the St. Johns County Administration Building located at 500 San Sebastian View, St. Augustine, FL 32084. The purpose of the meeting is to review the requirements of the bid, and to address any concerns, or requests for clarification from interested vendors. Attendance at this meeting is not mandatory. However, it is strongly advised by the County that interested vendors attend.

Any and all questions related to this project shall be directed, *in writing*, to Jaime T. Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email to [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us) or fax to (904) 209-0159. Questions are due no later than four o'clock (4:00PM) on Wednesday, January 22, 2015, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

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BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
CHERYL STRICKLAND, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

# **FRONT END BID DOCUMENTS**

## INSTRUCTION TO BIDDERS

**OWNER:** The Board of County Commissioners of St. Johns County, Florida ("County")

**PROJECT:** BID NO.: 15-19; Weed & Pest Control Maintenance Services at SJC Parks & Properties

### DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.



### **BIDDER'S REPRESENTATION**

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

### **SUBSTITUTIONS**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

### **NON-MANDATORY PRE-BID MEETING**

There will be a Non-Mandatory Pre-Bid Meeting held on **Tuesday, January 7, 2015 at 10:30AM** in the SJC Purchasing Department Conference Room of the St. Johns County Administration Building located at 500 San Sebastian View, St. Augustine, FL 32084. The purpose of the meeting is to review the requirements of the bid, and to address any concerns, or requests for clarification from interested vendors. Attendance at this meeting is not mandatory. However, it is strongly advised by the County that interested vendors attend.

### **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to Jaime T. Locklear, CPPB, Contract Coordinator, SJC Purchasing Department, via email to [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us) or fax to (904) 209-0159. Questions are due no later than four o'clock (4:00PM) on **Wednesday, January 22, 2015**, so that any necessary addenda may be issued in a timely manner.

### **ADDENDA**

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose. Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their

receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

**FORM AND STYLE OF BIDS**

Bids shall be submitted in **TRIPPLICATE** (one (1) original and two (2) copies) on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed on p. 15 of this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 15-19 - SEALED BID FOR WEED & PEST CONTROL MAINTENANCE SERVICES FOR SJC PARKS & PROPERTIES".

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

**BID SECURITY**

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Annual Price Bid submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders are not required to submit Attachment "C" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein if submitting a Bid Security in the form of a certified or cashier's check.

If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "Instructions to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "C" – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

### **BID BOND INSTRUCTIONS**

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

### **SUBMISSION OF BIDS**

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container.

The envelope or container shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipt of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

### **MODIFICATION OR WITHDRAWAL OF BID**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

### **CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter

shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

**Rejection of Bids:** The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

**Acceptance of Bid (Award):** The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the Owner to award a contract to the vendor who submits the lowest responsive, responsible Total Annual Price Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

### **QUALIFICATION OF CONTRACTORS**

Minimum Qualifications: Bidders must be licensed to do business in the State of Florida, must have and provide proof of a Certified Herbicide Applicator through the Florida Department of Agriculture and Consumer Services, a Restricted-Use Pesticides License, and a State of Florida Lawn & Ornamental Pest Control License.

Each Bidder must have the license and ability to apply herbicides for broadleaf weed control, broadleaf and sedge control, sedge and bahia control, sedge control, broadleaf and bahia control, broadleaf and grassy weed control, grassy weed control, and all other invasive plants, weeds, and/or grasses that may be detrimental to the sites included herein.

Each Bidder must have the license and ability to apply Permethrin, Talstar, Orthene, and any other restricted use pesticides as needed to treat, prevent, and maintain all of the included properties free from any and all insects and other pests that are detrimental to the sites included herein.

Each Bidder must complete Attachment "D" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above. Upon award, and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

### **JESSICA LUNDSFORD ACT**

Multiple sites requiring the services described herein are located on school grounds. Each Bidder shall submit the required information on Attachment "D" – Jessica Lundsford Act Form.

Bidder and all persons, firms or entities working by, through or under this Contract shall at all times comply with the requirements of Sections 1012.32, 1012.465, Florida Statutes and the Jessica Lundsford Act, as amended from time to time by the Florida Legislature and/or as implemented by the County. Bidder acknowledges that the requirements for compliance with the referenced Statutes, Act and implementation requirements of the County, as they may be changed from time to time during the course of its performance of the work, is included in the Base Bid price. Bidder further acknowledges that it shall not be entitled to any increase in the Contract Time or price as a result of its compliance with the requirements of the referenced Statutes, Act or the County's implementation requirements. Bidder hereby certifies that it and its subcontractors and suppliers, including all of their employees, laborers, staff, leased personnel or others working by through or under the direction of Bidder on the work shall comply with all of the requirements of the above referenced Statutes, Act and County's implementation requirements at all times during the performance of the work and that such compliance will be at Bidder's sole cost and expense. Upon request, Bidder shall immediately produce evidence of compliance with the above referenced Statutes, Act or County's implementation requirements to the County, Design Consultant and/or Construction Program Manager as to any or all persons, firms, entities or others working at the Project site. Bidder shall be required to immediately remove any persons not in compliance with the requirements of the above referenced Statutes, Act and the County's implementation requirements upon discovery of non-compliance and to report such non-compliance to the County.

### **SUB-CONTRACTORS**

The awarded Contractor is not permitted to utilize any sub-contractors for any aspect of the work required under this bid.

### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Form to be Used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Continuing Contract Agreement for Contractors.

### **EXECUTION OF CONTRACT DOCUMENTS**

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

### **CONTRACT DURATION & RENEWAL**

If awarded, the initial contract term shall be for a period of one (1) calendar year, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract may be renewed in one (1) year increments, for a maximum of four (4) one-year renewals. These contract renewals shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

### **INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

### **TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that vendor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

### **PRICING**

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the first year. Price increases shall only be considered at the time Contract Renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to

the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI, unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

**METHOD OF PAYMENT**

The Contractor shall submit an invoice to the SJC Recreation & Parks Department at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the Owner in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

SJC Parks & Recreation  
ATTN: Jayne Delany  
2175 Mizell Road  
St. Augustine, FL 32080

St. Johns County Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Price of product, Total Price of Invoice
- Description of Services Performed

**REPORTING**

Along with the monthly invoice, the Contractor shall be required to submit a monthly report detailing all services performed as reflected on the invoice. The report shall be submitted according to the requirements stated in the specifications provided herein. Failure by the Contractor to properly submit report(s) as required, may result in a delay of payment of the submitted invoice. The County reserves the right to hold an invoice for payment until any and all required documentation and/or reporting is provided by the Contractor. The County shall notify the Contractor Representative immediately, via email, upon receipt of any invoice that is not accompanied by the required reporting documentation.

**TAXES** – Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

**INSURANCE**

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY.

Certificates shall specifically include the COUNTY (St. Johns County, FL) as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate.

Certificate Holder Address: St. Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

- a) **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.
- b) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- c) **Comprehensive Automobile Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

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

**GOVERNING LAWS & REGULATIONS**

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**



BID NO: 15-19

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: Weed & Pest Control Maintenance Services for SJC Parks & Properties

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 15-19; Weed & Pest Control Maintenance Services for SJC Parks & Properties in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

**TOTAL ANNUAL PRICE BID:**

**FOR:** Weed & Pest Control Maintenance Services for SJC Parks & Properties

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the annual price submitted below. This annual price shall be final cost to the County. No fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

\_\_\_\_\_  
Total Annual Price Bid Written in Numerals

\_\_\_\_\_  
Total Annual Price Bid Written in Words

/ 100

Each Bidder shall insert the Total Annual Price Bid in both numerals and words. If there is a discrepancy, the amount written in words shall prevail as the correct bid amount.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

**ATTACHMENT "A"**  
**UNIT PRICE LIST**

Each Bidder shall submit the unit prices for each location as provided below. These unit prices shall dictate the annual bid price submitted on the Official County Bid Form on p. 15 above. Failure to submit unit prices for any included site may result in removal from consideration for award of a contract.

Item #	Pond Location	Area (Acres)	Frequency Weed Control	Unit Price per Visit	Frequency Pest Control	Unit Price per Visit
1	A1A N Highway Median Beds		Quarterly	\$	Quarterly	\$
2	Aberdeen II	8	Monthly	\$	Monthly	\$
3	Cornerstone Park	10	Monthly	\$	Monthly	\$
4	Davis Park	32	Monthly	\$	Monthly	\$
5	Durbin Crossing	9	Monthly	\$	Monthly	\$
6	Fruit Cove School	5	Monthly	\$	Monthly	\$
7	Gamble Rogers Middle School	12	Monthly	\$	Monthly	\$
8	Hastings Football Field	2	Monthly	\$	Monthly	\$
9	Joe Pomar Park	6	Monthly	\$	Monthly	\$
10	Julington Creek Plantation	10	Monthly	\$	Monthly	\$
11	Landrum Middle School Athletic Fields	9	Monthly	\$	Monthly	\$
12	Mill Creek Elementary Football Fields	2	Monthly	\$	Monthly	\$
13	Mills Field	10	Monthly	\$	Monthly	\$
14	Nocatee Park	10	Monthly	\$	Monthly	\$
15	Osceola Elementary School	6	Monthly	\$	Monthly	\$
16	Pacetti Bay Middle School	2.5	Monthly	\$	Monthly	\$
17	Palencia Park	6	Monthly	\$	Monthly	\$
18	R.B. Hunt Elementary School	6	Monthly	\$	Monthly	\$
19	Rivertown Park	10	Monthly	\$	Monthly	\$
20	Switzerland Middle School	5	Monthly	\$	Monthly	\$
21	Treaty Park	12	Monthly	\$	Monthly	\$
22	Veterans Park	25	Monthly	\$	Monthly	\$
23	West Augustine Park & Baseball Fields	9.75	Monthly	\$	Monthly	\$

During the preparation of the Bid, the following addenda, if any, were received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

No.: \_\_\_\_\_ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the Total Annual Price Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

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

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

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

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Unit Price List
  - Attachment "B" – Affidavit
  - Attachment "C" – Certificate as to Corporate Principal
  - Attachment "D" – License / Certification List
  - Attachment "E" – List of Propose Sub-Contractors
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "B"

**ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT**

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY,  
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 15-19, Weed & Pest Control Maintenance Services for SJC Parks & Properties, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

\_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Notary Public:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

**ATTACHMENT "C"**  
**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then \_\_\_\_\_ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared \_\_\_\_\_ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

**ATTACHMENT "D"**  
**LICENSE / CERTIFICATION LIST**

In the space below, the Bidder shall list all **current** licenses and certifications held.

*The bidder shall attach a copy of each current license or certification listed below to this form.*

License Name	License #	Issuing Agency	Expiration Date

**ATTACHMENT "E"**  
**LIST OF PROPOSED SUBCONTRACTORS**

All subcontractors are subject to approval of Owner. The following are subcontractors proposed to be used in connection with this work:

**DIVISION OF WORK**

**NAME AND ADDRESS OF SUBCONTRACTORS**

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BID BOND

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_.

**For**  
**Weed & Pest Control Maintenance Services for SJC Parks & Properties**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

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

\_\_\_\_\_  
PRINCIPAL:

\_\_\_\_\_  
NAME OF FIRM:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
CORPORATE SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT (AFFIX SEAL)

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

\_\_\_\_\_  
NAME OF LOCAL INSURANCE AGENCY

# SPECIFICATIONS

**BID NO: 15-19; WEED & PEST CONTROL MAINTENANCE SERVICES FOR SJC PARKS & PROPERTIES**  
**MINIMUM SPECIFICATIONS & CONDITIONS**

**Definitions**

**Invasive Plants:** An alien species whose introduction does or is likely to cause economic or environmental harm or harm to human health

**Certified Applicator:** A person who has demonstrated, through an examination process, the ability to safely handle and apply restricted-use pesticides

**PDMP (Pesticide Discharge Management Plan):** Demonstrates integrated pest management strategies, and documents steps taken to reduce pesticide discharges to water of the state

**Restricted-Use Pesticides:** highly hazardous pesticides that can only be possessed or used by applicators who are certified or licensed

**Weed:** For the purposes of this bid, any unwanted grass, plant, weed, or other species that may be detrimental to the healthy growth and appearance of the specified locations is considered a "weed".

**Pest:** For the purposes of this bid, any unwanted bugs, insects, or other organisms that may be detrimental to the healthy growth and appearance of the specified location is considered a "pest". This includes, but is not limited to: mole crickets, army worms, fire ants,

**Scope of Work**

The scope of work shall include the performance of weed and pest control maintenance services at specified athletic fields, parks and other properties located throughout St. Johns County, FL. The awarded vendor shall be responsible for providing any and all materials, equipment, transportation, herbicides, pesticides, and labor necessary to perform weed and pest control maintenance services for the treatment, prevention and maintenance of any and all unwanted grasses, weeds or other plants located within the specified sites, and treatment, prevention, and maintenance of any and all unwanted pests such as mole crickets, army worms, and any other pests that are detrimental to the health and appearance of the specified athletic fields, parks and other sites included herein. Maintenance services shall be performed as scheduled for each location, which is subject to change based on the conditions and/or needs of each athletic field.

**County Locations**

The Contractor shall be responsible for performing the required services at all site locations stated herein. The County reserves the right to add and/or delete site locations, change the service frequency of any site locations, and/or change the requirements of the maintenance for any site locations, at any time throughout the duration of the contract, as needed to properly address the conditions and needs of any of the included sites.

Any and all changes directed by the County shall be in writing to the Contractor. Contract pricing may be adjusted in accordance with the change being made to the services under this Contract.

**Scheduling**

The Contractor shall coordinate with the SJC Recreation & Parks Superintendent and Field Operators to work up a treatment schedule for all sites included herein. The Contractor shall provide a draft schedule, in writing, on the first day of each month, for all treatments to be performed throughout the month. This schedule shall be subject to approval from the SJC Recreation & Parks Superintendent and/or respective Field Operators prior to finalizing.

**Services**

The Contractor shall perform monthly inspections on all County site locations to determine the progress of the treatment and maintenance services, and to ensure that maintenance and control techniques are achieving desired results.

The Contractor shall provide any and all necessary labor, materials, equipment, transportation, and supervision required to apply insecticides and herbicides to the site locations once every thirty (30) days, at a minimum to treat and/or prevent unwanted and harmful weeds and pests from infesting the specified locations. The Contractor shall not be responsible for applying any fertilizer or seeding for any location included herein, unless otherwise specified.

If at any time between treatments, there is an occurrence, or re-occurrence of weed and/or pest infestation, the Contractor shall be required to retreat any and all areas where the appearance is occurring at no additional cost to St. Johns County. Any reapplication of herbicides or pesticides shall be applied to the entire area where the weeds/pests are occurring after the monthly application.

The Contractor shall perform any and all inspections and maintenance/treatment services between the hours of 8:00am and 5:00pm, Monday through Friday, unless specifically instructed by the appropriate, authorized County Representative to perform the services at an alternate time due to public functions, or increased risk of exposure to treatment chemicals to the public. This shall apply to all sites other than school grounds. The Contractor shall perform the required services on school grounds during times other than during school hours or when school activities are taking place.

The County Representative shall notify the Contractor, in writing, of any change to the time frame for inspections or maintenance/treatment no less than three (3) consecutive calendar days prior to the scheduled inspection and/or treatment services.

Services shall not be performed at any site if patrons are on-site where the application is to be performed. The Contractor shall reschedule application of chemicals for any site where there are patrons present so that the application can be performed when the site is unoccupied.

In addition to the monthly services for weed and pest control maintenance, the Contractor shall also be required to slit-apply Fipronil 0.1 granules to the athletic fields included herein once each year between March and May for mole cricket prevention and treatment.

If at any time between annual applications there is an occurrence, or re-occurrence of mole cricket infestation, the Contractor shall be required to retreat any and all areas where the appearance is occurring at no additional cost to St. Johns County. Any reapplication shall be applied to the entire area at an included site where mole crickets are appearing after the annual application.

The chemical and physical description of the Fipronil to be used shall be as follows:

**APPEARANCE:** Grey to tan granules

**ODOR:** Slight musty odor

**FLASH POINT:** Not flammable

**pH:** 6.5 – 7.5

**DENSITY:** 42 – 48 lbs/cu. ft.

#### **Notifications**

The Contractor shall notify the field supervisor of an approximate time of arrival on-site for any unstaffed location. This notification shall be made via telephone call, with an email sent for verification purposes.

The Contractor shall also notify the field supervisor of any emergency situation that would result in the Contractor being unable to perform the required services at any included site as scheduled. The Contractor shall reschedule any missed site for the following day, unless a special event or occupation of the site shall result in the Contractor being unable to perform the services. The Contractor shall be responsible for coordinating any and all rescheduling of services with the SJC Recreation & Parks Department designated representative.

#### **Herbicides, Pesticides & Chemicals**

Chemicals used in the performance of the required services shall be approved for such use in the State of Florida by FDEP, and any other regulatory agency having jurisdiction. The Contractor shall be responsible for the proper application of any and all restricted-use pesticides utilized under this Contract. It shall be the responsibility of the Contractor to ensure that such applications are performed so as to protect the surrounding environment, non-target organisms, and the public. The Contractor shall employ appropriate means in accordance with FDEP Herbicide Use Guidelines and shall measure and record wind velocities during any application.

All chemicals utilized by the Contractor for services under this contract shall be in strict accordance with the EPA Label. The Contractor shall be solely liable for any penalty, fines, or damages resulting from the misuse of any chemical, herbicide, or pesticide.

The Contractor shall provide the SJC Parks & Recreation Superintendent with any and all current MSDS information for all proposed herbicides, pesticides, and other chemicals upon the effective date of the Contract. The Contractor shall ensure that any and all MSDS information for all herbicides, pesticides, or other chemicals is available from on-site personnel at all times while performing services for the County. Copies of any and all MSDS information shall also be provided to County Staff, or any requesting individual immediately upon request.

The Contractor shall be required to dispose of any and all herbicide, pesticide and adjuvant containers in accordance with any and all local, state, and federal codes, rules, laws, and guidelines. The Contractor shall be solely responsible for any and all penalties, fines, or damages resulting from improper disposal of any herbicide, pesticide or chemical utilized under this Contract.

Services shall not be performed at any site if patrons are on-site where the application is to be performed. The Contractor shall reschedule application of chemicals for any site where there are patrons present so that the application can be performed when the site is unoccupied.

#### **Posting of Signs**

The Contractor shall be responsible for posting any and all signs necessary to warn the public of any and all applications and/or treatments that are being performed, or have been performed at any County site location. The Contractor shall only remove any and all posted signs when the potential harm or risk from exposure to any and all chemicals used at the site has dissipated.

#### **Equipment**

The Contractor shall be required to furnish any and all equipment and vehicles necessary to perform any and all services as specified herein and required under this contract. Failure on the part of the Contractor to provide equipment and/or vehicles sufficient to perform the required services may result in termination of the Contract.

The Contractor shall use Precision Ground Driven Positive Displacement Metering System equipment to apply herbicides and pesticides for the weed and/or pest control services. No broadcast spreaders or Air Assisted Dry Spray Boom Systems shall be used. All equipment shall be calibrated as per EPA Label application rates for all products used.

Any and all Contractor vehicles, vessels, and equipment shall be prominently marked with the Contractor company name and contact telephone number, and shall be in good working condition, with no apparent disrepair or unsightly conditions on any part of the vehicle, vessel, or equipment.

All standard equipment, safety equipment and lighting required or mandated by State, Federal, OSHA or ADA regulations must be provided by the Contractor at all times. All safety devices shall be properly installed and maintained in proper working condition at all times throughout the duration of the Contract. If, at any time, the County determines that any safety equipment is deficient in any way, the Contractor shall immediately remove the equipment from service and shall keep the equipment out of service until the deficiency is corrected to the satisfaction of the County.

#### **Testing & Reporting**

The Contractor shall perform testing for the determination of dissolved oxygen (DO) levels prior to any application of chemicals or treatment of any pond or water body to ensure safe treatment. The Contractor shall notify the appropriate County Representative if the dissolved oxygen (DO) level is below five (5) parts per million for any County site location and shall provide recommendation as to whether treatment services should be postponed until DO reaches levels sufficient to ensure safe treatment.

Additionally, the Contractor shall perform water chemistry and bacteriological analyses on a semi-annual (once every six (6) months, at a minimum) to ensure successful treatment of the ponds and water bodies.

The Contractor shall be required to provide report(s) of any and all testing and analyses performed on any and all County site locations within one (1) week of obtaining the results of testing and/or analyses performed. The Contractor shall provide the

report(s) to the appropriate representative from the Department responsible for the specific pond or water body.

The Contractor shall be required to provide reports to the appropriate County Department Representatives at the end of each month describing any and all services performed, the amount(s) of herbicides, pesticides and chemicals utilized, the number of acres of each type of plant, vegetation and algae treated, dissolved oxygen (DO) level testing results, wind data measurements, and any other relevant data or requested information.

**Damages**

Any and all fixtures and improvements located at any County facility, or on County property, damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.

**Reporting**

The Contractor shall provide monthly reports detailing all activities and findings for all sites included under this contract. The report shall state, at a minimum, the following for each location: any and all chemicals used, and quantities applied, date(s) of services performed, any problem areas for each site, any recommendation for additional services not included herein.