

RESOLUTION NO. 2020 - 89

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 20-42 WEED & PEST CONTROL MAINTENANCE SERVICES FOR ST. JOHNS COUNTY ATHLETIC FIELDS TO EXECUTE AN AGREEMENT FOR COMPLETION OF THE WORK.

RECITALS

WHEREAS, the County desires to enter into a contract with Yellowstone Landscape – Southeast LLC, to provide weed and pest control maintenance services for the Parks and Recreation Athletic Fields; and

WHEREAS, the service of Weed & Pest Control Maintenance services requires the contractor to provide 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.

WHEREAS, through the County's formal Bid process Yellowstone Landscape – Southeast LLC, was determined to be the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the project will be funded by the SJC Parks & Recreation Department.

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 20-42; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields to Yellowstone Landscape – Southeast LLC, and to execute a contract for completion of the work as specified therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to complete the project as specifically provided in Bid 20-42.

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 17<sup>th</sup> day of March, 2020.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]  
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk  
By: [Signature]  
Deputy Clerk

RENDITION DATE 3/19/20





**CONTRACT AGREEMENT**  
**Bid No: 20-42; Weed & Pest Control Maintenance Services**  
**for St. Johns County Athletic Fields**  
**Master Contract #: 20-MCC-YEL-11819**

This Contract Agreement, (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, (“Effective Date”), by and between **St. Johns County, FL** (“County”), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Yellowstone Landscape – Southeast LLC** (“Contractor”), authorized to do business in the State of Florida, with principal offices located at P O Box 849, Bunnell, FL 32210; Phone: (386) 437-6211; Fax: (386) 437-5143 and Email: [yjones@yellowstonelandscape.com](mailto:yjones@yellowstonelandscape.com) .

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

**ARTICLE 1 – DURATION**

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, and shall remain in effect for an initial contract term of three (3) calendar years and shall have one (1) available two (2) year renewal option, exercisable by the County, contingent upon satisfactory performance by the Contractor, and legally appropriated funds are available each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the 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 the County, and only upon the County’s determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents, and renewal or extension serves the best interest of St. Johns County.

**ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS**

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

**ARTICLE 3 – SERVICES**

The Contractor’s responsibility under this Agreement to provide 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 as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 20-42 and as otherwise provided in the Contract Documents.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with as-needed services as coordinated with the authorized County designee(s) throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

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

- A. The County shall compensate the Contractor based upon the Unit Pricing detailed on Exhibit “A” for an Annual Price of **one hundred eight thousand dollars (\$108,000.00)**.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor’s compensation is based upon Contractor’s adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor’s compensation is dependent upon satisfactory completion of the required services as provided in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Contractor’s authorized representative on the submitted invoice shall constitute the Contractor’s certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its sub-contractors or materials suppliers through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- 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 Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices shall be delivered to:
- SJC Parks & Recreation  
Attn: Jayne Delany  
2175 Mizell Road  
St. Augustine, FL 32080
- G. 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 Contractor's final bill/invoice to the County. 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 Agreement.

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

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) consecutive calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least ten (10) consecutive calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default 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 Agreement.
- B. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.

C. 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 10 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided 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 Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

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 Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

#### **ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, Contractor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 12 – E-VERIFY**

The Contractor shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement. Additionally, the Contractor shall expressly require any and all sub-contractors and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement.

#### **ARTICLE 13 – 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 provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this 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 Agreement.

#### **ARTICLE 14 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during 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 15 - INSURANCE**

The Contractor shall not commence work under this Agreement 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 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 Agreement.

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 throughout the duration of this Agreement, 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 Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain throughout the duration of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 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 a Contractor.

The Contractor shall maintain throughout the duration of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

#### **ARTICLE 16 - INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

#### **ARTICLE 17 - 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this 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 18 - NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 19 - 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 now 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 20 – 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 the 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 thirty (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 Agreement.

#### **ARTICLE 21 – EXCUSABLE DELAYS**

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's omissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Contractor is delayed in completing the services described herein, upon the Contractor's request, the County, in its sole discretion may consider the cause and extent of the delay, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this 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 22 – 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 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 the 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 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 Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this 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 the 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 24 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than 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 Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

#### **ARTICLE 25 – 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 Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

#### **ARTICLE 26 – 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 27 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this 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 28 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this 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 29 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

#### **ARTICLE 30 – AUTHORITY TO PRACTICE**

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

#### **ARTICLE 31 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 32 – AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties. The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification 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 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 33 – FLORIDA LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

#### **ARTICLE 34 – ARBITRATION**

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

#### **ARTICLE 35 - NOTICES**

All notices required in this 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: Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

**Yellowstone Landscape – Southeast LLC**  
**Attn: Vernon Jones**  
**P O Box 849**  
Bunnell, FL 32110

#### **ARTICLE 36 - HEADINGS**

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

#### **ARTICLE 37 –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 Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, [publicrecords@sjcfl.us](mailto:publicrecords@sjcfl.us)**

**ARTICLE 38 – 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 St. Johns County, Florida.

**ARTICLE 39 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this 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.

**ARTICLE 40 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

**ARTICLE 41 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES**

The Contractor's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached hereto as Exhibit "D", the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

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**Bid No: 20-42; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields  
Master Contract #: 20-MCC-YEL-11819**

**COUNTY:**

St. Johns County, FL

Full Legal Name

By: \_\_\_\_\_  
Signature of County Representative

Leigh A. Daniels, CPPB  
Printed Name - County Representative

Assistant Purchasing Manager  
Printed Title – County Representative

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

**CONTRACTOR:**

Yellowstone Landscape – Southeast LLC

Company Name

By: \_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Printed Name & Title

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

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF COURT**

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

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

**LEGALLY SUFFICIENT**

\_\_\_\_\_  
Deputy County Attorney

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

**Bid No: 20-42; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields**  
**Master Contract #: 20-MCC-YEL-11819**

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the unit prices as submitted on the proposal. The unit prices 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 after the beginning of the applicable renewal period.

**Bid No: 20-42; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields  
Master Contract: 20-MCC-YEL-11819**

<b>Item #</b>	<b>Field Names/Location</b>	<b>Area (Acres)</b>	<b>Unit Price per Visit</b>	<b>Frequency Per year</b>	<b>Annual Price</b>
1	Aberdeen II	8	\$324.00	12	\$3,888.00
2	Cornerstone Park	10	\$405.00	12	\$4,860.00
3	Davis Park	32	\$1,296.00	12	\$15,552.00
4	Durbin Crossing	9	\$364.50	12	\$4,374.00
5	Fruit Cove School	5	\$202.50	12	\$2,430.00
6	Gamble Rogers Middle School	12	\$486.00	12	\$5,832.00
7	Hastings Football Field	2	\$81.00	12	\$972.00
8	Joe Pomar Park	6	\$243.00	12	\$2,916.00
9	Julington Creek Plantation	10	\$405.00	12	\$4,860.00
10	Landrum Middle School Athletic Fields	9	\$364.50	12	\$4,374.00
11	Mill Creek Elementary Football Fields	2	\$81.00	12	\$972.00
12	Mills Field	10	\$405.00	12	\$4,860.00
13	Nocatee Park	10	\$405.00	12	\$4,860.00
14	Osceola Elementary School	6	\$243.00	12	\$2,916.00
15	Pacetti Bay Middle School	2.5	\$100.25	12	\$1,203.00
16	Palencia Park	6	\$243.00	12	\$2,916.00
17	R.B. Hunt Elementary School	6	\$243.00	12	\$2,916.00
18	Rivertown Park	10	\$405.00	12	\$4,860.00
19	Switzerland Middle School	5	\$202.50	12	\$2,430.00
20	Treaty Park	12	\$486.00	12	\$5,832.00
21	Veterans Park	25	\$1,012.50	12	\$12,150.00
22	West Augustine Park & Baseball Fields	9.75	\$394.75	12	\$4,737.00
23	Thompson Baker and Herbie Wiles Baseball Fields	1.5	\$60.75	12	\$729.00
24	Malcom Jones Field	.5	\$20.25	12	\$243.00
25	Rivertown Soccer Field	13	\$526.50	12	\$6,318.00



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

February 19, 2020

**RE:** Bid No. 20-42; Weed & Pest Control Maintenance Services for SJC Athletic Fields

Please be advised that the Purchasing Department of the St. Johns County Board of County Commissioners is issuing this notice of its Intent to Award a contract to Yellowstone Landscape – Southeast LLC, as the lowest responsive, responsible bidder for Bid No: 20-42; Weed & Pest Control Maintenance Services for SJC Athletic Fields. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 10:00 AM, Tuesday, February 24, 2020.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. 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 herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award and execute a contract.

Please forward all correspondence, requests or inquiries directly to Leigh Daniels, CCPB, Assistant Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

Sincerely,

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

  
County Representative Signature

Date: 2/19/20

Leigh A. Daniels, CPPB  
Assistant Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E M E M O R A N D U M**

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**TO:** Doug Bataille, Director of Parks and Recreation  
**FROM:** Leigh Daniels, CPPB, Assistant Purchasing Manager *LD*  
**SUBJECT:** Department Approval for Bid No. 20-42, Weed & Pest Control Maintenance Services  
for SJC Athletic Fields  
**DATE:** February 12, 2020

Attached is a copy of the technical proposal review summary sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Department Head Approval *Doug Bataille*

Date \_\_\_\_\_

Budget Amount \$ 115,000

Account Funding Title Contractual

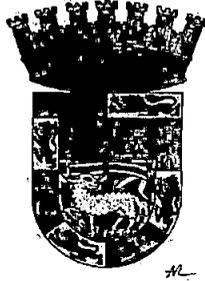
Funding Charge Code 0080-53120

Award to Yellow Stone

Award Amount \$ 108,000

ST JOHNS COUNTY  
FEB 19 '20  
PURCHASING





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

**BID NO: 20-42**

**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  
[www.sjcfll.us/Purchasing/index.aspx](http://www.sjcfll.us/Purchasing/index.aspx)**

**Final: 01/21/20**

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### SERVICE SPECIFICATIONS

**BID NO: 20-42**

**NOTICE TO BIDDERS**

Notice is hereby given that bids will be received until 2:00 P.M. on **Wednesday, February 12, 2020** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **BID NO: 20-42; Weed & Pest Control Maintenance Services for St. Johns County Athletic Fields.** Bids will be opened promptly after the 2:00 p.m. deadline. **Note:** Bids delivered to or received by 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 # **20-42**. 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: <http://www.sjcfl.us/Purchasing/OpenBids.aspx>. Bid Documents may also be requested, **in writing**, from the Designated Point of Contact as provided herein.

Any and all questions or requests for information related to this Bid must be submitted **in writing** by or before four o'clock (4:00PM) EST, on **Monday, February 3, 2020**, to the Designated Point of Contact provided below:

**Designated Point of Contact:** Leigh A. Daniels, CPPB  
**Assistant Purchasing Manager**  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
Email: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)  
Phone: (904)209-0154 / Fax: (904)209-0155

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Erin Edwards, Procurement Coordinator, at [eedwards@sjcfl.us](mailto:eedwards@sjcfl.us).

**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.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any 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.

BOARD OF COUNTY COMMISSIONERS

OF ST. JOHNS COUNTY, FLORIDA  
BRANDON PATTY, 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: 20-42; Weed & Pest Control Maintenance Services for St. Johns County Athletic Fields

### 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 if 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 County 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 County, 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 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 County 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 manager'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.

### **DESIGNATED POINT OF CONTACT**

The Designated Point of Contact for this Bid is Ms. Leigh A. Daniels, CPPB, Assistant Purchasing Manager, St. Johns County Purchasing Department: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more business days, bidders may contact Erin Edwards, Procurement Coordinator, at [eedwards@sjcfl.us](mailto:eedwards@sjcfl.us).

**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.**

### **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before **4:00PM EST on Monday, February 3, 2020**, 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 Manager or other designated County Representative. The County reserves the right to extend the deadline for bid submittal in order to clarify or answer questions as necessary to serve the best interest of the County.

**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 a bid, that all issued addenda have been received, and each Bidder shall acknowledge receipt of all issued addenda in the space provided in the Official County Bid Form, and one (1) original and two (2) signed copies of each issued addendum must be included in the submitted bid proposal. Failure to acknowledge or provide signed copies of each addendum may result in a bid proposal being deemed non-responsive.

**BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **triplicate (one (1) original and two (2) copies)** on the required forms provided herein by or before **2:00pm on Wednesday, February 12, 2020**. 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 entire Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in a sealed envelope and 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: 20-42; Weed & Pest Control Maintenance Services for St. Johns County Athletic Fields".

***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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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts 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.

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. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

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, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid 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 Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

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 the 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 "B" – 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 "B" – 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.

## **BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

## **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.

## **COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

## **CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addendum 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 Total Annual amounts 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.

*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 Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.*

**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 County 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 County to award a contract to the vendor who submits the lowest responsive, responsible Bid on the basis of the total unit rate price, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County.

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

#### **MIMUM QUALIFICATION OF CONTRACTORS**

Minimum Qualifications: 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.

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 "C" – 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 "J" – 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 Total Annual 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.

**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 initial term. Price increases shall only be considered at the time Contract Renewal(s) is 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 - All Urban Consumers (CPI-U), 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 30 Days per 218.74(2) Florida Statutes

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

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

St. Johns County is a tax exempt entity. Invoices submitted by the Contractor cannot include a line for taxes. Any and all costs associated with taxes required to be paid by the Contractor must be incorporated into the pricing submitted under this bid.

## **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.

## **FORM OF AGREEMENT BETWEEN COUNTY 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 Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements, the more stringent shall apply.

## **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.

## **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.

## **CONTRACT AGREEMENT & TERM**

If awarded, the initial contract term shall be for an initial period of three (3) calendar years with one (1) two-year renewal option, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract renewal 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.

## **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. Issuance of more than one (1) Notice of Default during the term of the Contract shall be grounds for termination.

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

If, at any time, the Contract Agreement with the awarded Contractor 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 Contractor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

### **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 the awarded Contract Agreement 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 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 the awarded Contract Agreement.

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 Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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 a Contractor.

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.

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.

### **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 20-42**

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

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

**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 work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 20-42; Weed & Pest Control Maintenance Services for St. Johns County Athletic Fields 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

/ 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.

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

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.

**BID NO: 20-42 WEED & PEST CONTROL MAINTENANCE SERVICES FOR ST. JOHNS COUNTY  
ATLETHIC FIELDS**

**EXHIBIT "A"  
UNIT PRICE LIST**

Each Bidder shall submit the unit prices for each location as provided below. These unit prices shall dictate the total annual bid price submitted on the Official County Bid Form. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Prices submitted below for additional, as needed, services. The unit rate prices must include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide weed & pest control maintenance services for County athletic fields.

<b>Item #</b>	<b>Field Names/Location</b>	<b>Area (Acres)</b>	<b>Unit Price per Visit</b>	<b>Frequency Per-year</b>	<b>Annual Price</b>
1	Aberdeen II	8	\$	12	\$
2	Cornerstone Park	10	\$	12	\$
3	Davis Park	32	\$	12	\$
4	Durbin Crossing	9	\$	12	\$
5	Fruit Cove School	5	\$	12	\$
6	Gamble Rogers Middle School	12	\$	12	\$
7	Hastings Football Field	2	\$	12	\$
8	Joe Pomar Park	6	\$	12	\$
9	Julington Creek Plantation	10	\$	12	\$
10	Landrum Middle School Athletic Fields	9	\$	12	\$
11	Mill Creek Elementary Football Fields	2	\$	12	\$
12	Mills Field	10	\$	12	\$
13	Nocatee Park	10	\$	12	\$
14	Osceola Elementary School	6	\$	12	\$
15	Pacetti Bay Middle School	2.5	\$	12	\$
16	Palencia Park	6	\$	12	\$
17	R.B. Hunt Elementary School	6	\$	12	\$
18	Rivertown Park	10	\$	12	\$
19	Switzerland Middle School	5	\$	12	\$
20	Treaty Park	12	\$	12	\$
21	Veterans Park	25	\$	12	\$
22	West Augustine Park & Baseball Fields	9.75	\$	12	\$
23	Thompson Baker and Herbie Wiles Baseball Fields	1.5	\$	12	\$
24	Malcom Jones Field	.5	\$	12	\$

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 County, 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 County.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of 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" – Affidavit
- Attachment "B" – Certificate as to Corporate Principal
- Attachment "C" – License/Certification List
- Attachment "D" – Conflict of Interest Disclosure Form
- Attachment "E" – Drug-Free Workplace Form
- Attachment "F" – Proof of Insurance
- Attachment "G" – Claims, Liens, and Litigation History
- Attachment "H" – References
- Attachment "I" – List of Equipment
- Attachment "J" – Jessica Lundsford Act Form
- Attachment "K" – Spray Plan

Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", 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.

BID NO: 20-42

ATTACHMENT "A"

**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: 20-42, Weed & Pest Control Maintenance Services for St. Johns County Athletic Fields, in St. Johns County, Florida.

The affiant further states that no more than 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.





BID NO: 20-42

ATTACHMENT "D"

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No: 20-42; Weed & Pest Control Maintenance Services for St. Johns County Athletic Fields

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_  
Signature Print Name/Title

\_\_\_\_\_  
Signature Print Name/Title

**ATTACHMENT "E"**  
**DRUG-FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID NO: 20-42**

**ATTACHMENT "F"**

**PROOF OF INSURANCE**

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

**ATTACHMENT "G"**

**CLAIMS, LIENS, LITIGATION HISTORY**  
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 3 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

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

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

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

6. For all claims filed against your company within the past three-(3) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

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

7. List the status of all pending claims currently filed against your company:

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

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_

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

(Use additional or supplemental pages as needed)

ATTACHMENT "H"

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 information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "H" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

Any material misrepresentation, as determined by the County, shall result in disqualification.

1. Reference Company Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_ \$ Amount of Contract \_\_\_\_\_

Project Information (Type of System): \_\_\_\_\_

Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

\*\*\*\*\*

2. Reference Company Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_ \$ Amount of Contract \_\_\_\_\_

Project Information (Type of System): \_\_\_\_\_

Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

\*\*\*\*\*

3. Reference Company Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_ \$ Amount of Contract \_\_\_\_\_

Project Information (Type of System): \_\_\_\_\_

Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

\*\*\*\*\*

4. Reference Company Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_ \$ Amount of Contract \_\_\_\_\_

Project Information (Type of System): \_\_\_\_\_

Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

\*\*\*\*\*

5. Reference Company Name: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_ \$ Amount of Contract \_\_\_\_\_

Project Information (Type of System): \_\_\_\_\_

Primary Reference Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

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

\*\*\*\*\*



**ATTACHMENT "J"**  
**SWORN STATEMENT PURSUANT TO SECTIONS 1012.465 AND 1012.467,**  
**FLORIDA STATUTES, 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 St. Johns County, Florida (Hereinafter referred to as "County") by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_ whose business  
(Print Name of entity submitting sworn statement)

address is \_\_\_\_\_

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

2. I, \_\_\_\_\_, am duly authorized to make this sworn statement on  
(Print individual's name and title)

behalf of \_\_\_\_\_  
(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 to perform services on school grounds.

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 "non-instructional 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. "Non-instructional 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.

7. I understand that as a \_\_\_\_\_ (e.g. A private 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 on any school grounds within St. Johns County, Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.

**BID NO: 20-42**

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 non-instructional 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 St. Johns County, FL will implement local procedures to comply with screening requirements, as defined in Sections 1012.32, 1012.467 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 offenses 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 the screening standards as required by Sections 1012.465 and 1012.467, Florida Statutes, may disqualify my company from doing business on school grounds in St. Johns County, FL.
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, 1012.467 AND 435.04, FLORIDA STATUTES, THE JESSICA LUNSFORD ACT 2005.

I CERTIFY THAT THE SUBMISSION OF THIS FORM TO 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

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

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**BID NO: 20-42**

**ATTACHMENT "K"**

**SPRAY PLAN**

Bidders shall attach a tentative spray plan with their bid proposal.

BID NO: 20-42

**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 St. Johns County Athletic Field**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) 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.

**BID NO: 20-42**

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: 20-42; WEED & PEST CONTROL MAINTENANCE SERVICES**  
**FOR ST. JOHNS COUNTY ATHLETIC FIELDS**  
**MINIMUM SPECIFICATIONS**

**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, grubs, mites 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.

All athletic fields are Bermuda grass. The Contractor shall be responsible for moving any and all encroaching or invasive grass species from the fields that is not Bermuda grass.

The Contractor is not responsible for treatments for predators feeding on the pests and/or weeds.

The Contractor is required to apply treatment to all areas every thirty (30) calendar days. 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.

**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

The county has three (3) Park Supervisors and one (1) Superintendent who will be overseeing separate areas throughout the duration of this contract. The Contractor is required to coordinate with these individuals on schedule, treatment, and any other aspects of the services required.

**The Contractor shall submit a spray plan with the bid proposal.**

**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 at a rate of 25lbs. per acre 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.

The contractor will have certified Fipronil 0.1G slit application equipment that has been certified by either Bayer Chemical Company or Quail-Pro Chemical Company that meets their certified standards for application.

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.

### **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.

### **Granular Pesticide Application:**

The contractor shall use Precision Ground Driven Positive Displacement metering system equipped machines such as Dry Sprayers to apply granular herbicides and insecticides for weed and insect control. No broadcast units that are not Precision Ground Driven Positive Displacement equipped will be accepted. Examples are spreaders such as Lely, Vikon,

AgPro etc. 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.

**Liquid Pesticide Application:**

The contractor shall use computer rate controlled spraying systems for broadcast liquid applications of pre-emerge and post emerge herbicides and insecticides. At a minimum, these systems will be able to adjust spray rate while the equipment is on the move by variably controlling the rate of liquid mix delivery based on boom sections turned on, forward speed of the unit determined via a speed sensing system and integrated delivery flow meter. These spray systems will be able to calculate total area covered, tank rate sprayed, sub area tank volume used (field), total area treated (park). No manual spray system for liquids will be accepted. 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.

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.

**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.

**References**

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 "H." – Attachment H is attached hereto for use by Bidders.

**SEALED BID MAILING LABEL**

**BID NO: 20-42  
WEED & PEST CONTROL MAINTENANCE SERVICES  
FOR ST. JOHNS COUNTY ATHLETIC FIELDS**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed BID"**

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<b>BID NO: 20-42</b>
BID TITLE:	<b>Weed &amp; Pest Control Maintenance Services for St. Johns County Athletic Fields</b>
DUE DATE/TIME:	<b>By 2:00PM – February 12, 2020</b>
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Dept. Attn: Leigh Daniels, CPPB 500 San Sebastian View St St. Augustine FL 32084



END OF BID DOCUMENT



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #1

January 29, 2020

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: **Bid No. 20-42, Weed & Pest Control Maintenance Services for St. Johns County Athletic Fields**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

#### Questions:

1. Federal Excise & FL State Sales Tax – The document says you are subject to sales tax. We have not charged you for State Sales tax in the past is that now something we should be billing the county for in the future?

**Answer: Federal Excise & FL State Sales Tax statement is mentioned that you must pay the sales tax on any product you purchase for this service. The County will not adjust the contract price if you didn't included taxes in your bid proposal.**

2. Are the current funds the County currently has from the prior bid sufficient for the new bid document for security?

**Answer: The County doesn't hold previous bid bonds, the bid bond from Bid 15-19 was returned back in 2015 once the contract was executed.**

3. I am not sure how to check the conflict of interest statement. We hold the current contract but I don't think that matters. We have no other interests in the properties. Is this a yes or no box check?

**Answer: Holding the current contract is not a conflict of interest. You must state if you have a conflict with the current bid.**

4. Since we have been doing the fields for over 10 years so we need to provide a list of additional references?

**Answer: Yes, you are required to submit five references with your bid proposal.**

5. We submitted a cashier's check last time. Is that still ok this time?

**Answer: Yes, the bid security instructions are on page 9 in the bid documents.**

6. Is there prior pricing available for this bid?

**Answer: The County is currently paying \$9,295.70 per month for this service.**

7. Do you have, or can I find, the previously awarded contract for this?

**Answer: The current contract is with Southeastern Turf Grass Supply**

8. Page 21 is asking for certified Fipronil Applicators. What exactly is this asking for? Specific license? We have multiple licenses, but I want to be sure we submit what is required.

**Answer: The certification requirement reference is an annual certification process a company goes through to insure the application equipment they will use on this project is up to the manufacturer(s) of the Fipronil 0.1G established application standards.**

9. The equipment required indicates a "slit applicator". There are a number of different slip applicators available (and I have 1 type). Is a specific type required?

**Answer: Equipment is not defined by equipment manufacturer. Equipment is only defined as approved and certified for application use by the chemical manufacturer in their established Fipronil 0.1G application guarantee program. The slit application equipment used has to be certified by either Quali-Pro or Bayer Chemical Company. Quali-Pro and Bayer have certification stickers that must be up to date and affixed to the equipment used.**

**THE BID DUE DATE REMAINS February 12, 2020 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

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

Leigh A. Daniels, CPPB  
Assistant Purchasing Manager

\_\_\_\_\_  
Printed Name/Title

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

**END OF ADDENDUM NO. 1**



## St. Johns County Board of County Commissioners

Purchasing Division

### ADDENDUM #2

February 4, 2020

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: **Bid No. 20-42, Weed & Pest Control Maintenance Services for St. Johns County Athletic Fields**

This Addendum #2 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

#### Addition to Scope of Work:

Sub-Contractors will be allowed to provide the Fipronil 0.1G slit application for this contract.

#### Sub-Contractors

Each Bidder shall submit to the County, a list of Subcontractors to be used if awarded the contract. A copy of the form, Attachment "L", is provided in this addendum. If no Subcontractors are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

#### Add New Location

#25 Rivertown Soccer Field – 13 acres

#### Questions:

1. The bid requires a Commercial Applicators License and we currently hold the Certified Operators License in Lawn and Ornamental + General Household Pest Categories which covers us for all required applications in the bid specifications. Can you confirm that our license is acceptable?

**Answer: St. Johns County Extension Agency has confirmed your license is acceptable for this work.**

2. A little confused by the verbiage surrounding the Fipronil 0.1G. What is "certified application equipment"?

**Answer: The slit application equipment used has to be certified by either Quali-Pro or Bayer Chemical Company. Quali-Pro and Bayer have certification stickers that must be up to date and affixed to the equipment used.**

3. What new fields/schools have been added since the previous bid was award?

**Answer: #23 Thompson Baker & Herbie Wiles Baseball Fields was added January 2018 and #24 Malcom Jones Field was added September 2018. The monthly cost of \$9,295.70 includes these fields.**

4. Is the bid for athletic fields only, or does it also include common areas on each property?

**Answer: The bid is for athletic fields only.**

5. I have been able to locate all of the fields, except the below. I was hoping you had actual addresses?

1. Hasting School
2. Nocatee Park
3. West Augustine Park
4. Thompson Baker and Herbie Wiles Park
5. Malcolm Joes Field

**Answer:**

1. Hastings School – 400 E. Harris St, Hastings, FL 32145
2. Nocatee Park – 650 Nocatee Center Way, Ponte Vedra, FL 32081
3. West Augustine Park – 1300 Duval St, St. Augustine, FL 32084
4. Thompson Baker and Herbie Wiles Park – 1470 Osceola Elementary Rd, St. Augustine, FL 32084
5. Malcolm Jones Field – 399 Riberia St, St. Augustine, FL 32084

6. We are requesting the County to amend the requirement to either allow subcontracting for the Fipronil 0.1G slit application portion of the Bid OR allow prospective bidders to use products that are available; and that accomplish the exact same results.

**Answer: The County will allow using a sub-contractor for the Fipronil 0.1G slit application.**

**Attachments:**

"L" – List of Proposed Sub-Contractor  
Exhibit "A" – Revised 2/3/20

**THE BID DUE DATE REMAINS February 12, 2020 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

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

Leigh A. Daniels, CPPB  
Assistant Purchasing Manager

\_\_\_\_\_  
Printed Name/Title

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

**END OF ADDENDUM NO. 2**



**BID NO: 20-42 WEED & PEST CONTROL MAINTENANCE SERVICES FOR ST. JOHNS COUNTY ATHLETIC FIELDS**

**EXHIBIT "A" (Revised 2/3/2020)**  
**UNIT PRICE LIST**

Each Bidder shall submit the unit prices for each location as provided below. These unit prices shall dictate the total annual bid price submitted on the Official County Bid Form. Failure to submit unit prices for any line item may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Prices submitted below for additional, as needed, services. The unit rate prices must include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with costs necessary to provide weed & pest control maintenance services for County athletic fields.

<b>Item #</b>	<b>Field Names/Location</b>	<b>Area (Acres)</b>	<b>Unit Price per Visit</b>	<b>Frequency Per year</b>	<b>Annual Price</b>
1	Aberdeen II	8	\$	12	\$
2	Cornerstone Park	10	\$	12	\$
3	Davis Park	32	\$	12	\$
4	Durbin Crossing	9	\$	12	\$
5	Fruit Cove School	5	\$	12	\$
6	Gamble Rogers Middle School	12	\$	12	\$
7	Hastings Football Field	2	\$	12	\$
8	Joe Pomar Park	6	\$	12	\$
9	Julington Creek Plantation	10	\$	12	\$
10	Landrum Middle School Athletic Fields	9	\$	12	\$
11	Mill Creek Elementary Football Fields	2	\$	12	\$
12	Mills Field	10	\$	12	\$
13	Nocatee Park	10	\$	12	\$
14	Osceola Elementary School	6	\$	12	\$
15	Pacetti Bay Middle School	2.5	\$	12	\$
16	Palencia Park	6	\$	12	\$
17	R.B. Hunt Elementary School	6	\$	12	\$
18	Rivertown Park	10	\$	12	\$
19	Switzerland Middle School	5	\$	12	\$
20	Treaty Park	12	\$	12	\$
21	Veterans Park	25	\$	12	\$
22	West Augustine Park & Baseball Fields	9.75	\$	12	\$
23	Thompson Baker and Herbie Wiles Baseball Fields	1.5	\$	12	\$
24	Malcom Jones Field	.5	\$	12	\$
25	Rivertown Soccer Field	13	\$	12	\$

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 County, within the same time limit specified in the Bid Documents as indicated above.



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

Purchasing Division

**ADDENDUM #3**

February 5, 2020

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: **Bid No. 20-42, Weed & Pest Control Maintenance Services for St. Johns County Athletic Fields**

This Addendum #3 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Document.

**Clarification:**

Sub-Contractors and their equipment must be certified to apply the Fipronil 0.1G slit application.

**Attachments:**

"L" – List of Proposed Sub-Contractor (Revised)

**THE BID DUE DATE REMAINS February 12, 2020 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

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

Leigh A. Daniels, CPPB  
Assistant Purchasing Manager

\_\_\_\_\_  
Printed Name/Title

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

**END OF ADDENDUM NO. 3**

