

RESOLUTION NO. 2023-518

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO: 1468 WEED & PEST CONTROL SERVICES FOR ST. JOHNS COUNTY ATHLETIC FIELDS TO SOUTHEAST TURF GRASS SUPPLY, INC., AS THE RESPONSIVE, RESPONSIBLE PROPOSER, AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE SERVICES.

RECITALS

WHEREAS, the SJC Recreation Department maintains athletic fields throughout St. Johns County on an annual basis. The weed and pest control maintenance services are contracted for multiple years at a time, and the current contract expired, requiring a new solicitation for the required services; 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 Request for Proposal process Southeastern Turf Grass Supply, Inc., was determined to be the responsive, responsible proposer to perform the services as specified under RFP No: 1468; 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 a contract to complete the work 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.

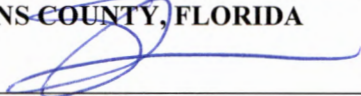
Section 2. The County Administrator, or designee, is hereby authorized to award RFP 1468; Weed & Pest Control Services for St Johns County Athletic Fields to Southeastern Turf Grass Supply, Inc., a five (5) year contract proposed at one million five hundred sixty-three thousand four hundred forty-two and zero cents (\$1,563,442.00), as the responsive, responsible proposer.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for performance of the services as specifically provided in RFP 1468.

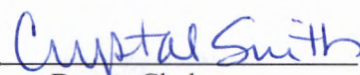
Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

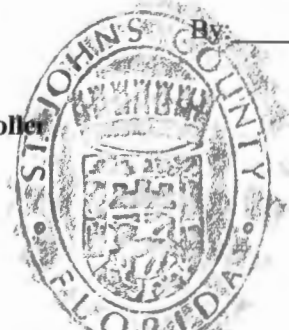
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of December, 2023.

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

By: 
Sarah Arnold, Chair

**ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller**

By: 
Deputy Clerk





GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

General Services Agreement No: 23-GSA-SOU-19040

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12.20.2 Pursuant to Section 287.138, Florida Statutes, effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Contract, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals or extensions of this Contract. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Contract by the County.21

12.21 Written Notice.....21

FINAL CERTIFICATE FOR PAYMENT 23

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN 24

RFP 1648; 25

This General Services Agreement (“Contract”) is made this ___ day of _____, 2023 (the “Effective Date”) by and between **ST. JOHNS COUNTY** (“County”), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and Southeastern Turf Grass Supply, Inc (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 6942 Phillips Parkway Drive, N., Jacksonville, FL 32256, Phone: (904)260-8565, and E-mail: jcwicker@bellsouth.net, for **RFP NO 1648; Weed & Pest Control Services for SJC Athletic Fields.**

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the documents that govern the performance of the Services, and consist of the following documents which incorporated herein by reference:

- a) Fully Executed Change Orders and/or Amendments to this Contract;
- b) This fully executed General Services Agreement and all Exhibits and Attachments hereto:
 - a. Exhibit A – Annual Pricing
 - b. Exhibit B – Scope of Services
- c) Bonds and Insurance furnished by Contractor in accordance with this Contract
- d) RFP Documents and RFP Forms with all Addenda issued thereto for RFP No. 1648

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor’s bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents. In the event of conflicts of discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, the main body of this Agreement shall take precedence over any Exhibit, electronic documents shall govern over hard-copy documents, and fully executed documents shall govern over unsigned drafts.

1.1.3 Contractor is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. The Parties agree to exhaust all good faith efforts to resolve any dispute relating to the Contract Documents. Should the Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County’s Representative in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the County’s Representative by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County’s Representative. The County’s Representative shall render a determination related to the Contractor’s question or request for interpretation or clarification within five (5) business days of receipt, which determination shall be considered final and conclusive unless Contractor files a written protest to the County Representative’s rendered determination within fourteen (14) calendar days of receipt thereof. Contractor’s protest shall be submitted to the County’s Purchasing Director (“Purchasing Director”), and shall state clearly, and in detail, the basis thereof. Failure by the Contractor to protest the County Representative’s rendered determination within the timeframe above shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise. The Purchasing Director shall consider the Contractor’s protest and render a decision thereon, in writing, within ten (10) calendar days upon receipt. If Contractor does not agree with the Purchasing Director’s decision, Contractor shall deliver written notice to that effect to the County Administrator, within three (3) business days of receipt of the Purchasing Director’s decision.

1.1.4 Unless otherwise directed in writing, Contractor shall, at all times, carry on the Services in accordance with the requirements of this Agreement and the determination of the County, pending resolution of any Contract Document Dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve the Contractor from its obligations to timely perform the Services required under this Agreement and to maintain the progress schedule in accordance with this Agreement.

1.1.5 Any and all Contract Documents shall remain the property of the County. Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Services; provided however, that in no event shall Contractor and/or any of Contractor’s sub-contractors use, or

permit to be used, any or all of such Contract Documents outside of this Agreement, without specific written consent of the County.

1.2 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as specifically provided herein. Terms defined herein for specific application to this Agreement shall govern over definitions of terms provided in the SJC Purchasing Policy.

1.2.1 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Contract.

1.2.2 Amendment: A document providing the written modification to a previously issued Contract or Agreement, adding, revising, replacing, or removing terms and conditions or provisions of the Contract or Agreement.

1.2.3 Change Order: A document, signed by both Parties, providing the written modification to a previously issued Agreement, adjusting contract price, scope of work, or completion time.

1.2.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.5 Contract Price: The sums set forth in Exhibit "A" of this Contract shall constitute the Contract Price, as may be revised by Contract Amendment or Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.6 Contract Term: The duration of this Contract, as may be revised by Contract Amendment.

1.2.7 County Fiscal Year: The calendar year starting October 1st through and until September 30th of the following year.

1.2.8 County Representative: The individual tasked with representing the interests of the County throughout the duration of the Contract.

1.2.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the County and Contractor, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions and other acts of God.

1.2.10 Jobsite: Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 Services: All services required by the Contract Documents, including all labor, materials, supplies, equipment and services as well as all other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract.

1.2.12 Subcontractor: A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.4 Disputes

1.4.1 Contractor is solely responsible for requesting instructions, interpretations or clarifications concerning the Contract Documents and is solely liable for any cost and/or expenses arising from its failure to do so. Any dispute relating to a question of fact arising under this Contract shall be resolved through good faith efforts upon the part of Contractor and the County. Unless otherwise directed in writing, Contractor shall at all times carry on the Work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any dispute. Any dispute that is not disposed of by mutual agreement shall be decided by the County who shall reduce such decision to writing. The decision of the County shall be final and conclusive. Contractor's failure to protest the County's

determination or decisions within fourteen (14) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise.

1.4.2 In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Work required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II THE SERVICES

2.1 Scope of Services

2.1.1 Southeastern Turf Grass Supply, Inc., must service, treat, maintain all specified fields in order to prevent all and any pests and weeds through the spray and spot treatment plans listed under the monthly chemical schedules in **Exhibit "B"**, for the SJC Athletic Fields.

If at any time during the contract period Southeastern Turf Grass Supply, Inc., and/or the SJC Parks and Recreational Department notice new emerged weeds or pest that are not treatable through the current **Exhibit "B"** plan, Southeastern Turf Grass Supply may adjust the plan in order to appropriately address any emerging weeds and/or pests, and must continue to provide full maintenance and prevention of all weed and pest occurrences throughout the duration of this contract.

2.1.2 Services performed by the Contractor shall be under the general direction of the County's Representative, who shall be determined by the SJC Parks & Recreation Director, and provided to the Contractor upon execution of this Agreement.

2.1.3 The Contractor shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws.

2.1.4 The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely performance, and the coordination of all data, studies, reports, memoranda, other documents and services, and materials provided or furnished by the Contractor. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the Services resulting from the negligent acts, errors, omissions or intentional misconduct of the Contractor.

2.1.5 Contractor shall use only competent and skilled personnel to perform and supervise the Services and shall remove any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Agreement. In the event a person is removed, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Services at Contractor's sole expense.

2.1.6 Except as otherwise required for the safety or protection of persons or the property at a Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Services shall be performed during regular County working hours, Monday through Friday. Contractor will not perform Services on a Saturday, Sunday, or any County observed holiday. Contractor may perform Services outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.1.7 In addition, when the Services require by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Services. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) and Chapter 633, Part III (Fire Protection and Suppression) of the Florida Statutes.

2.2 Labor and Materials

2.2.1 Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, supervision, materials, supplies, tools, transportation, storage, equipment and machinery, utilities (including but not limited to water, heat, fuel, light, and cooling), and all other services necessary for proper execution and completion of the Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Services. Materials, articles and equipment furnished by Contractor for incorporation into the Services shall be new unless otherwise specified in the Contract Documents.

2.2.2 Contractor shall use only competent and skilled personnel to perform and supervise the Services and shall remove from such Services any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor

under this Contract. In the event a person is removed from the Services, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Services at Contractor's sole expense.

2.2.3 Except as otherwise required for the safety or protection of persons or the Services or property at the Jobsite or adjacent thereto, and except as otherwise stated in the Contract Documents, all Services at the Jobsite shall be performed during regular working hours, Monday through Friday. Contractor will not perform Services on a Saturday, Sunday, or any legal holiday. Contractor may perform Services outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.2.4 In addition, when the Services requires by Florida Statute, Contractor shall use only licensed, registered and/or certified personnel to perform the Services. Such Statutes may include, but are not limited to, Chapter 489 (Regulation of Professions and Occupations Contracting) of the Florida Statutes.

2.3 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Services of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 11, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily complete the Services.

2.4 Cleaning the Jobsite

Contractor shall keep its Services area(s) neat, secure and orderly during performance of the Work and shall clean up and remove all waste, rubbish and construction debris as they accumulate. Upon Completion of the Services, Contractor shall remove all waste, rubbish and debris caused from the Services from all areas as well as all tools, appliances, equipment, and machinery and surplus materials.

2.5 Access to Jobsite

The County and/or County Representative, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) from commencement of the Services throughout the duration of the Contract. Contractor shall take whatever steps necessary to provide such access when requested.

2.6 Utilities

If the scope of Work requires, Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities required to construct and operate Contractor's Services as required by the Contract Documents.

2.7 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Services under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

2.8 Publicity and Advertising

2.8.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Services or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.8.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.10 County Furnished Items

2.10.1 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the

Services. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for Services.

2.10.2 The County shall furnish Contractor electronic copies of the Contract Documents for execution of the Services. Hard copies of the Contract Documents shall be the responsibility of Contractor. The above responsibility notwithstanding, Contractor may request a (hardcopy) set of Contract Documents from the County.

ARTICLE III CONTRACT TERM

3.1 Term

3.1.1 This Agreement shall become effective upon the date of execution by all parties, shall remain in effect for a period of five (5) calendar years (“Contract Term”). This Contract may be extended, for a period of up to six (6) calendar months, for the purposes of ensuring no gap in services during the procurement of a new Contract.

3.2 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

3.3 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 As full and complete compensation for satisfactory performance of the Services by Contractor, the County shall pay to Contractor compensation in accordance with the pricing set forth in Exhibit “A”, (hereinafter the “Contract Price”).

4.1.2 Unit prices included in the Contract Price are “all-inclusive”, including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other items incidental to or necessary for the completion of the Services. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.1.3 The Contract Price shall remain firm throughout the duration of the Contract Term.

4.2 Progress Payments

4.2.1 Prior to Contractor’s submittal of the initial Application for Payment, Contractor shall have delivered Insurance Certificate(s) evidencing coverages in accordance with Article 11. The County will not make any payment to Contractor until Contractor has complied with this requirement.

4.2.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the County Representative in such form and manner, and with such supporting data and content, as the County Representative may require. Such Application for Payment shall be based on the amount of Services completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The County Representative will review the Application for Payment to determine whether the quantity and quality of the Services is as represented in the Application for Payment and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the County Representative’s recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County’s assessment.

4.2.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County Representative, Contractor may demand in writing a meeting with and review by the County's Director of Purchasing and Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The Director of Purchasing and Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision for the purpose of the Local Government Prompt Payment Act.

4.3 Application for Payment

4.3.1 Contractor may make Application for Payment, at intervals of not more than once a month for Work satisfactorily completed. Each Application for Payment shall clearly include:

- a) The Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Services, in accordance with Contractor's Schedule of Values;
- f) The original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

4.3.2 The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.3.3 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Services have been performed for which payment is requested, that the Services has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.3.4 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.3.5 No progress payment shall be interpreted to constitute approval or acceptance of any Services under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.3.6 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

4.4 Withheld Payment

4.4.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which

- is or might be covered by Contractors Indemnification obligations under Section 10.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
 - d) Contractor fails to submit schedules, reports, or other information required under the Contract;
 - e) Contractor fails to diligently prosecute the Work and maintain progress to assure completion within the Contract Time;
 - f) Contractor persistently fails to fully and timely perform the Work in accordance with the Contract Documents;
 - g) Defective or nonconforming Work is not remedied; or
 - h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.4.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Work. If Contractor performs any portion of the Work where Contractor knows or should know such Work involves a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Work strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to the Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Work. Should any Claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Work.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Work using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Work on behalf of Contractor.

5.1.6 Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

5.2 Authorized Representative

Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 12.18 titled "Written Notice".

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

5.4 Inspection and Testing

All equipment and materials furnished and Services performed shall be inspected and tested by Contractor at Contractor's expense. Contractor shall give the County Representative timely notice, at least 48 hours in advance, of readiness of the Services for required inspections, tests or approvals unless otherwise specified in the Contract Documents. Neither observations by the County nor inspections, tests, or approvals shall relieve Contractor from the Contractor's obligations to perform the Services in accordance with the Contract Documents. The County Representative will issue a Final Certificate for Payment following satisfactory inspection of the Services.

5.5 Final Payment

5.5.1 Upon Contractor's completion of required Services in the last month of the Contract Term, Contractor may submit a final invoice.

5.5.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

5.5.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

ARTICLE VI COUNTY REPRESENTATIVE

6.1 County Representative Responsibilities

6.1.1 The County shall designate as its representative a County Representative. The County Representative shall be authorized to act on behalf of the County only to the extent provided in this Article VI. The County's Representative will be provided to the Contractor, in writing, upon execution of this Agreement.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the County Representative.

6.1.4 The County Representative shall review Contractor's Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.5 The County Representative shall have authority to reject Services, which is defective or does not conform to the requirements of this Contract. If the County Representative deems it necessary or advisable, the County Representative shall have authority to require additional inspection or testing of the Services for compliance with Contract requirements at Contractor's expense.

ARTICLE VII CHANGES IN THE SERVICES

7.1 General

7.1.1 The County reserves the right to make changes to the Services, 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 impact to the schedule for performance; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to comply with the requirements of this Agreement. If the County instructs in writing, the Contractor shall suspend Services, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an Amendment. Contractor's written acceptance of an Amendment shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

7.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Services, Contractor shall, within five (5) days of such change or act or omission, submit a written notice to the County Representative explaining in detail the basis for the change request. Upon agreement as to the impact of the change or act or omission, the Contract Time and/or Contract Price shall be adjusted by written Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

7.3 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Amendments and Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

ARTICLE VIII STOPPING SERVICES, AND ACCEPTING DEFECTIVE OR NONCONFORMING SERVICES

8.1 Right to Stop Work

If the Contractor fails to furnish or perform the Services in conformance with the Contract Documents, the County, acting through the County Representative, may order Contractor to stop performance of the Services, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Services, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

8.2 County May Accept Defective or Nonconforming Services

If the County chooses to accept defective or nonconforming Services, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Services, and (b) the difference between the fair market value of the Services had it not been constructed in such manner as to include defective or nonconforming Services. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Services, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Services.

ARTICLE IX CONTRACT SUSPENSION AND TERMINATION

9.1 Termination

9.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. In such event, Contractor will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Contractor shall not be entitled to compensation or profit for Services not performed.

9.1.2 Contractor may terminate this Agreement for any reason upon ninety (90) calendar days written notice, provided that any outstanding authorized Services are completed by Contractor. Contractor further agrees to cooperate and provide assistance to the County upon request in order to complete any Services. In such event, the County and Contractor agree to negotiate in good faith to determine the compensation for any such Services.

9.1.3 The County may terminate this Agreement, in whole or in part, for cause or default. In the event of the Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the Contract Documents. Contractor shall have ten (10) calendar days from the receipt of Notice of Default to remedy deficiencies, or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, stating the date this Agreement shall be terminated for cause, and the County may take over and prosecute the Services to completion. In such case, Contractor shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

9.1.4 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

- (1) Stop Services on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

9.1.5 In the event Contractor changes names, merges with another company such that the Contractor dissolves, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

9.1.6 The rights and remedies of the County provided in this Section 9.1 are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE X WARRANTY AND INDEMNITY

10.1 Warranty

10.1.1 Contractor warrants and guarantees to the County that all labor furnished to performance services under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class results and that all materials and equipment utilized in the performance of services under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

10.1.2 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to require the contractor to correct any and all non-conforming services at no additional cost to the County. Contractor shall be obligated to fully reimburse the County for any additional expenses incurred hereunder upon demand.

10.1.3 Failure on the part of the County to reject defective, non-conforming or unauthorized Services shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Services by the County, or bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

10.1.4 No adjustment in the Contract Time or Contract Price will be allowed because of delays in the performance of the Services as a result of correcting defective, non-conforming or unauthorized Services.

10.1.5 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

10.2 Indemnity

10.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

10.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

10.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers’ compensation acts, disability benefits acts or other employee benefit acts.

10.2.5 Contractor’s indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

10.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

10.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

10.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

10.2.9 The indemnification provisions of this Section 10.2 shall survive expiration or earlier termination of this Contract.

ARTICLE XI INSURANCE

11.1 Contractor’s Insurance Requirements

11.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

11.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

11.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

11.2 Additional Insured Endorsements and Certificate Holder

The term “Additional Insured”, as used in this Contract, shall mean St. John’s County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers’ Compensation and Professional Liability. A copy of the endorsement showing

the required coverages must accompany the certificate of insurance.

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

11.3 Workers Compensation & Employer's Liability

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

11.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

11.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Commercial Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

11.6 Other Requirements

The required insurance limits identified in Sections 11.4 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XII MISCELLANEOUS

12.1 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

12.2 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier.

Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

12.3 Backcharges

12.3.1 Upon the County's notification to undertake or complete unperformed Work such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Work), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Work in an agreed time; the County may perform such Backcharge Work by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

12.3.2 The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Work. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Work shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Work as if it were its own.

12.4 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

12.5 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

12.6 Assignment

Contractor shall not assign the Work or this Contract, in whole or in part, without the prior written consent the County. Contractor shall be responsible for all Work performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

12.7 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

12.8 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

12.9 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

12.10 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

12.11 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

12.12 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

12.13 Entire Contract

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

12.14 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

12.15 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Contract.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Contract for breach of these provisions regarding employment eligibility.
- e. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

12.16 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

12.16.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12.16.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

12.16.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

12.16.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

12.16.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

12.16.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

12.16.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

12.15.8 Contractor will include the provisions of paragraphs 12.15.1 through 12.15.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

12.17 Public Records

12.17.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable Law;
- (3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and
- (4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

12.17.2 If Contractor, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

12.18 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

12.19 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

12.19.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

12.19.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false

certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

12.19 Contract Claims / Disputes

12.19.1 If any dispute between the County and Consultant arises under this Contract and such dispute cannot be resolved by good faith negotiation at the field level between the Authorized Representatives of each Party, such dispute shall be promptly escalated to Consultant's and County's Senior Representatives, upon the request of either Party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

12.19.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, the Consultant shall submit a Contract claim as provided herein.

12.19.3 Claims arising from this Contract shall be filed with the Director of Purchasing & Contracts. Prior to filing a contract claim, Consultant shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Director of Purchasing & Contracts within five (5) business days of exhausting the all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Consultant is required to proceed with performance of the Services and maintain effective progress in the performance of the Services as set forth in this Contract. The contract claim shall include, at a minimum, the following:

- (1) The name and address of the Consultant and any legal counsel; and
- (2) The address to which the Director of Purchasing & Contracts should send their final decision; and
- (3) Identification of the final adverse decision or document that is the subject of the contract claim; and
- (4) Identification of the administrative remedies provided for in the contract that were pursued prior to the claim and the outcome; and
- (5) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claim; and
- (6) A statement of the grounds for each issue raised in the contract claim; and
- (7) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the Consultant deems applicable to the issues raised in the claim.

12.19.4 During the Director of Purchasing & Contracts' review of the contract claim, the Director of Purchasing & Contracts may request additional information from either Party. The Parties are to provide the Director of Purchasing & Contracts with the requested information within the time period set forth in the request. Failure of either Party to timely comply may result in resolution of the claim without consideration of the requested information.

12.19.5 The Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Director of Purchasing & Contracts shall be sent to the Consultant to the notice address listed herein or by such other means as agreed to by the Parties.

12.19.6 The decision for any Contract Claim by the Director of Purchasing & Contracts may be appealed by the Consultant to the County Administrator. Consultant must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Director of Purchasing & Contract's decision. Failure of the Consultant to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, but shall not prohibit nor restrict the Consultant's ability to pursue legal action in Circuit Court.

12.20 Foreign Entities Access to Personal Identifiable Information

12.20.1 Pursuant to Section 287.138, Florida Statutes, effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is (a) owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Contract with liability to ensure

the County's continued compliance with the Statute.

12.20.2 Pursuant to Section 287.138, Florida Statutes, effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Contract, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals or extensions of this Contract. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Contract by the County.

12.21 Written Notice

12.21.1 Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
 500 San Sebastian View
 St. Augustine, FL 32084
 Attn: Leigh Daniels
 Email Address: ldaniels@sjcfl.us

Southeastern Turf Grass Supply, Inc.
 6942 Phillips Parkway Drive, N.
 Jacksonville, FL 32256
 Attn: Jonathan Wicker
 Email Address: jcwicker@bellsouth.net

With a copy to:

St. Johns County
 Office of the County Attorney
 500 San Sebastian View
 St. Augustine, FL 32084
 Email Address: BCCAttorney@sjcfl.us

12.21.2 Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County

St. Johns County, FL (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor

Southeastern Turf Grass Supply, Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:

St. Johns County, Fl
Brandon J. Patty, Clerk of Circuit
Court & Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 1
FINAL CERTIFICATE FOR PAYMENT

Contract No.:	Jobsite <i>(name & address):</i>
Contractor <i>(name & address):</i>	
	County Representative:
	Bid No.:
Date of Issuance:	Notice to Proceed Date:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provisions of the Contract Documents and is accepted under the terms and conditions thereof.

The County, through its County Representative, accepts the Work as fully complete and will assume full possession thereof

at _____ on _____.
 (time) (date)

ST. JOHNS COUNTY: _____ _____ _____
 County Representative Signature Date

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Contractor Name:
Project (Jobsite) Address:	Contractor Address:
	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this ___ day of _____, 20__

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

RFP 1648;

WEED & PEST CONTROL SERVICES FOR SJC ATHLETIC FIELDS

PERFORMANCE BOND

Bond No.

BY THIS BOND, We, _____ (Contractor; address; phone), as Principal and

_____ (Surety Co.; address; phone) a Corporation, as Surety are bound to ST. JOHNS COUNTY, FLORIDA, herein called Owner, in the annual sum of \$312,688.00 (FY24) for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. The Performance Bond must be procured and maintained during the life of the awarded Contract in the amounts as follows, FY25 \$293,994.00, FY26 \$276,077.00, FY27 \$273,162.00, FY28 \$261,713.00.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated, December 7, 2023, between Principal and Owner for RFP No.: 1468; Weed & Pest Control Maintenance Services for St Johns County Athletic Fields, located in St Johns County, FL, the contract being made a part of this bond by reference, and the times and in the manner prescribed in the contract; and
2. Promptly makes payment to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Promptly pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON:

ATTEST: /

(PRINCIPAL) Secretary
(SEAL)

Principal

By:

Witness as to Principal

Address

Address

ATTEST:

(Surety) Secretary
(SEAL)

Surety

Witness to Surety

By:

Address

Attorney-in-Fact

Address

RFP NO 1648; Weed & Pest Control Services for SJC Athletic Fields.

EXHIBIT "A" Annual Pricing

ST JOHNS COUNTY PARKS				
ACRES	RFP COST SUMMARY FOR ALL APPLICATIONS			
224.25	5 YEAR PROJECTED COST OF RFP			\$1,460,160.00
APPLICATIONS	BLANKET	SPOT	PERFORMANCE BOND	TOTAL
2024 COST	\$241,599	\$71,089	\$9,381	\$322,069
2025 COST	\$235,146	\$58,848	\$8,818	\$302,812
2026 COST	\$221,776	\$54,301	\$8,282	\$284,359
2027 COST	\$226,027	\$47,134	\$8,195	\$281,356
2028 COST	\$209,988	\$51,725	\$7,851	\$269,564
TOTAL	\$1,134,536	\$283,097	\$42,527	\$1,460,160
RECOMMENDED BUDGET AMOUNT FOR 5 YEARS				\$1,563,442

Exhibit "B" Scope of Work

St. Johns County RFP Cost Breakdown For Blanket Application 2024					
Blanket Application	Acres	224.25			
	Rate Per	Unit of	Units	Unit Cost	Target
January Blanket	Acre	Measure	Needed		
Specticle Flowable	6	Ounces	1346	\$ 21,351	Pre-Emerge
					Post Emerge
MSM	0.75	Ounces	168	\$ 925	Broadleaf Weeds
					Root Development &
TiMac NoStunt	16	Ounces	3588	\$ 4,625	Surfactant
Labor	8	Man Day	8	\$ 13,780	
Application Cost				\$ 40,682	
	Rate Per	Unit of	Units	Unit Cost	Target
February Blanket	Acre	Measure	Needed		
Fipronil .01G <i>Includes Labor</i>	25	Pounds	5606	\$ 35,880	Mole Crickets & Fire Ants
Application Cost				\$ 35,880	
	Rate Per	Unit of	Units	Unit Cost	Target
April Blanket	Acre	Measure	Needed		
Prodiamene .65DF	1.33	Pounds	298	\$ 5,282	Pre-Emerge
					Post Emerge Poa & Sedges
Certainty	2	Ounces	449	\$ 38,154	Post Emerge
					Broadleaf Weeds
MSM	0.4	Ounces	90	\$ 493	Root Development &
					Surfactant
TiMac NoStunt	16	Ounces	3588	\$ 18	Insecticide Grubs
Imidacloprid 2F	25	Ounces	5606	\$ 2,344	
Labor	8	Man Day	8	\$ 13,780	
Application Cost				\$ 60,071	
	Rate Per	Unit of	Units	Unit Cost	Target
June Blanket	Acre	Measure	Needed		
UpEnd AquaCap	64	Ounces	14352	\$ 4,625	Pre-Emerge
					Post Emerge
					Broadleaf Weeds
					Grassy Weeds
Sulfentrazone 4SC	8	Ounces	1794	\$ 5,596	Sedges
					Root Development &
TiMac NoStunt	16	Ounces	3588	\$ 4,625	Surfactant
					Insecticide Mites & Sod Web Worms
UpStarGold	16	Ounces	3588	\$ 825	
Labor	8	Man Day	8	\$ 13,780	
Application Cost				\$ 29,452	
	Rate Per	Unit of	Units	Unit Cost	Target
August Blanket	Acre	Measure	Needed		
UpEnd AquaCap	64	Ounces	14352	\$ 4,625	Pre-Emerge
					Post Emerge
					Broadleaf Weeds
					Grassy Weeds
Sedgehammer	1.33	Ounces	298	\$ 11,039	Sedges
					Root Development &
TiMac NoStunt	16	Ounces	3588	\$ 4,625	Surfactant
					Post Emerge
Sulfentrazone 4SC	4	Ounces	897	\$ 2,798	Broadleaf Weeds
					Post Emerge
MSM	0.4	Ounces	90	\$ 493	Broadleaf Weeds
					Insecticide Mites & Army Worms
UpStarGold	16	Ounces	3588	\$ 825	
Labor	8	Man Day	8	\$ 13,780	
Application Cost				\$ 38,185	
	Rate Per	Unit of	Units	Unit Cost	Target
November Blanket	Acre	Measure	Needed		
Specticle Flowable	4	Ounces	897	\$ 14,234	Pre-Emerge
					Post Emerge
Sulfentrazone 4SC	6	Ounces	1346	\$ 4,197	Broadleaf Weeds
					Post Emerge
MSM	0.4	Ounces	90	\$ 493	Broadleaf Weeds
					Root Development &
TiMac NoStunt	16	Ounces	3588	\$ 4,625	Surfactant
Labor	8	Man Day	8	\$ 13,780	
Application Cost				\$ 37,330	
Total Blanket Costs		\$ 241,599	Total Labor		\$ 68,900
			Total Material		\$ 172,699

**St. Johns County
RFP Cost Breakdown For Projected Spot Spray Applications 2024**

February Spot						March Spot					
Application Acres	Rate Per Acre	Broadleaf Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target
Triad	32	Ounces	1280	\$ 267	Broadleaf Weeds	Liquid Quinclorac	64	Ounces	2560	\$ 1,914	Post Emerge
MSM	0.25	Ounces	10	\$ 55	Broadleaf Weeds	Methylated Seed Oil	8	Ounces	320	\$ 149	Emulsifying Surfactant
Sulfentrazone	2	Ounces	80	\$ 250	Broadleaf Weeds	TiMac NoStunt	16	Ounces	640	\$ 825	Root Development & Surfactant
Spreader Sticker	8	Ounces	320	\$ 57	Emulsifying Surfactant	Labor	3	Man Day	3	\$ 5,168	
TiMac NoStunt	16	Ounces	640	\$ 825	Root Development & Surfactant	Application Cost \$ 8,055					
Labor	3	Man Day	3	\$ 5,168							
Application Cost \$ 6,621											
July Spot						June Spot					
Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Grassy Weeds Unit of Measure	Units Needed	Unit Cost	Target
Liquid Quinclorac	64	Ounces	2560	\$ 1,914	Post Emerge	Tribute Total	3	Ounces	180	\$ 12,159	Post Emerge
Methylated Seed Oil	8	Ounces	320	\$ 149	Emulsifying Surfactant	Methylated Seed Oil	8	Ounces	480	\$ 223	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	640	\$ 825	Root Development & Surfactant	TiMac NoStunt	16	Ounces	960	\$ 1,238	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,168		Labor	5	Man Day	5	\$ 8,613	
Application Cost \$ 8,055						Application Cost \$ 22,232					
August Spot						September Spot					
Application Acres	Rate Per Acre	Grassy Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Army Worms Unit of Measure	Units Needed	Unit Cost	Target
Tribute Total	3	Ounces	180	\$ 12,159	Post Emerge	Bifenthrin	8	Ounces	160	\$ 37	Insecticide Army Worms
Methylated Seed Oil	8	Ounces	480	\$ 223	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 413	Root Development & Surfactant
TiMac NoStunt	16	Ounces	960	\$ 1,238	Root Development & Surfactant	Labor	2	Man Day	2	\$ 3,445	
Labor	5	Man Day	5	\$ 8,613		Application Cost \$ 3,894					
Application Cost \$ 22,232											
Spot Spray Totals \$ 71,089		Total Labor \$ 36,173		Total Material \$ 34,916		<i>All Mole Crickets Retreats Are Performed At No Charge Under Fipronil Plan</i>					

St. Johns County RFP Cost Breakdown For Blanket Application 2025						
Blanket Application						
Acres	224.25					
January Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Specticle Flowable	4	Ounces	897	\$ 14,661	Pre-Emerge	
MSM	0.75	Ounces	168	\$ 953	Post Emerge Broadleaf Weeds	
TiMac NoStunt	16	Ounces	3588	\$ 4,764	Root Development & Surfactant	
Labor	8	Man Day	8	\$ 14,331		
Application Cost				\$ 34,709		
February Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Fipronil .01G	25	Pounds	5606	\$ 35,880	Mole Crickets & Fire Ants	
Includes Labor				Application Cost	\$ 35,880	
April Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298.3	\$ 5,441	Pre-Emerge	
Certainty	1.33	Ounces	298.3	\$ 26,133	Post Emerge Poa & Sedges	
TiMac NoStunt	16	Ounces	3588.0	\$ 4,764	Root Development & Surfactant	
Imidacloprid 2F	25	Ounces	5606.3	\$ 2,414	Insecticide Grubs	
Labor	8	Man Day	8.0	\$ 14,331		
Application Cost				\$ 53,083		
June Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
UpEnd AquaCap	64	Ounces	14352	\$ 4,764	Pre-Emerge	
Sulfentrazone 4SC	8	Ounces	1794	\$ 5,764	Post Emerge Broadleaf Weeds Grassy Weeds Sedges	
TiMac NoStunt	16	Ounces	3588	\$ 4,764	Root Development & Surfactant	
UpStarGold	16	Ounces	3588	\$ 850	Insecticide Mites & Sod Web Worms	
Labor	8	Man Day	8	\$ 14,331		
Application Cost				\$ 30,473		
August Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
UpEnd AquaCap	64	Ounces	14352	\$ 4,764	Pre-Emerge	
Sedgehammer	1.33	Ounces	298	\$ 11,370	Post Emerge Broadleaf Weeds Grassy Weeds Sedges	
TiMac NoStunt	16	Ounces	3588	\$ 4,764	Root Development & Surfactant	
Sulfentrazone 4SC	4	Ounces	897	\$ 2,882	Post Emerge Broadleaf Weeds	
UpStarGold	16	Ounces	3588	\$ 850	Insecticide Mites & Army Worms	
Labor	8	Man Day	8	\$ 14,331		
Application Cost				\$ 38,961		
November Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Specticle Flowable	6	Ounces	1346	\$ 21,992	Pre-Emerge	
MSM	0.75	Ounces	168	\$ 953	Post Emerge Broadleaf Weeds	
TiMac NoStunt	16	Ounces	3588	\$ 4,764	Root Development & Surfactant	
Labor	8	Man Day	8	\$ 14,331		
Application Cost				\$ 42,040		
Total Blanket Costs		\$ 235,146	Total Labor		\$ 71,656	
			Total Material		\$ 163,490	

**St. Johns County
RFP Cost Breakdown For Projected Spot Spray Applications 2025**

February Spot						March Spot					
Application Acres	Rate Per Acre	Broadleaf Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target
Triad	32	Ounces	1280	\$ 275	Broadleaf Weeds	Liquid Quinclorac	64	Ounces	1920	\$ 1,479	Post Emerge
Spreader Sticker	8	Ounces	320	\$ 59	Emulsifying Surfactant	Methylated Seed Oil	8	Ounces	240	\$ 115	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	640	\$ 850	Root Development & Surfactant	TiMac NoStunt	16	Ounces	480	\$ 637	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,374		Labor	3	Man Day	3	\$ 5,374	
Application Cost \$ 6,558						Application Cost \$ 7,605					
July Spot						June Spot					
Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Grassy Weeds Unit of Measure	Units Needed	Unit Cost	Target
Liquid Quinclorac	64	Ounces	1920	\$ 1,479	Post Emerge	Tribute Total	3	Ounces	120	\$ 8,349	Post Emerge
Methylated Seed Oil	8	Ounces	240	\$ 115	Emulsifying Surfactant	Methylated Seed Oil	8	Ounces	320	\$ 153	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	480	\$ 637	Root Development & Surfactant	TiMac NoStunt	16	Ounces	640	\$ 850	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,374		Labor	4	Man Day	4	\$ 7,166	
Application Cost \$ 7,605						Application Cost \$ 16,517					
August Spot						September Spot					
Application Acres	Rate Per Acre	Grassy Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Army Worms Unit of Measure	Units Needed	Unit Cost	Target
Tribute Total	3	Ounces	120	\$ 8,349	Post Emerge	Bifenthrin	8	Ounces	160	\$ 38	Insecticide Army Worms
Methylated Seed Oil	8	Ounces	320	\$ 153	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 425	Root Development & Surfactant
TiMac NoStunt	16	Ounces	640	\$ 850	Root Development & Surfactant	Labor	2	Man Day	2	\$ 3,583	
Labor	4	Man Day	4	\$ 7,166		Application Cost \$ 4,046					
Application Cost \$ 16,517											
Spot Spray Totals \$ 58,848			Total Labor \$ 34,037		<i>All Mole Crickets Retreats Are Performed At No Charge Under Fipronil Plan</i>						
			Total Material \$ 24,811								

St. Johns County						
RFP Cost Breakdown For Blanket Application 2026						
Blanket Application						
Acres	224.25					
January Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298	\$ 5,604	Pre-Emerge	
					Post Emerge	
MSM	0.75	Ounces	168	\$ 981	Broadleaf Weeds	
TiMac NoStunt	16	Ounces	3588	\$ 4,907	Root Development & Surfactant	
Labor	8	Man Day	8	\$ 14,904		
Application Cost				\$ 26,396		
February Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Fipronil .01G	25	Pounds	5606	\$ 35,880	Mole Crickets & Fire Ants	
<i>Includes Labor</i>				Application Cost	\$ 35,880	
April Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Dimension 2EW	32	Ounces	7176	\$ 15,725	Pre-Emerge	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,907	Surfactant	
Imidacloprid 2F	25	Ounces	5606	\$ 2,487	Insecticide Grubs	
Labor	8	Man Day	8	\$ 14,904		
Application Cost				\$ 38,023		
June Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Dimension 2EW	28	Ounces	6279	\$ 13,759	Pre-Emerge	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,907	Surfactant	
UpStarGold	16	Ounces	3588	\$ 875	Insecticide Mites & Sod Web Worms	
Labor	8	Man Day	8	\$ 14,904		
Application Cost				\$ 34,445		
August Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Take Break No Pre Spray Post November	0	Ounces	0	\$ -	Pre-Emerge Break	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,907	Surfactant	
Sulfentrazone 4SC	12	Ounces	2691	\$ 8,906	Post Emerge Broadleaf Weeds	
					Insecticide Mites & Army Worms	
UpStarGold	16	Ounces	3588	\$ 875	Army Worms	
Labor	8	Man Day	8	\$ 14,904		
Application Cost				\$ 29,592		
November Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298	\$ 5,604	Pre-Emerge	
Certainty	1.33	Ounces	298	\$ 26,917	Post Emerge Poa	
					Post Emerge Broadleaf Weeds	
Sulfentrazone 4SC	6	Ounces	1346	\$ 4,453	Broadleaf Weeds	
					Post Emerge Broadleaf Weeds	
MSM	0.5	Ounces	112	\$ 654	Broadleaf Weeds	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,907	Surfactant	
Labor	8	Man Day	8	\$ 14,904		
Application Cost				\$ 57,440		
Total Blanket Costs		\$ 221,776	Total Labor		\$ 74,522	
			Total Material		\$ 147,254	

**St. Johns County
RFP Cost Breakdown For Projected Spot Spray Applications 2026**

February Spot						March Spot					
Application Acres	Rate Per Acre	Broadleaf Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target
Triad	32	Ounces	960	\$ 212	Broadleaf Weeds	Liquid Quinclorac	64	Ounces	1280	\$ 1,015	Post Emerge
Spreader Sticker	8	Ounces	240	\$ 46	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces	160	\$ 79	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	480	\$ 656	Root Development & Surfactant	TiMac NoStunt	16	Ounces	320	\$ 438	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,589		Labor	3	Man Day	3	\$ 5,589	
Application Cost \$ 6,503						Application Cost \$ 7,121					
July Spot						June Spot					
Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Grassey Weeds Unit of Measure	Units Needed	Unit Cost	Target
Liquid Quinclorac	64	Ounces	1280	\$ 1,015	Post Emerge	Tribute Total	3	Ounces	90	\$ 6,450	Post Emerge
Metholated Seed Oil	8	Ounces	160	\$ 79	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces	240	\$ 118	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	320	\$ 438	Root Development & Surfactant	TiMac NoStunt	16	Ounces	480	\$ 656	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,589		Labor	4	Man Day	4	\$ 7,452	
Application Cost \$ 7,121						Application Cost \$ 14,677					
August Spot						September Spot					
Application Acres	Rate Per Acre	Grassey Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Army Worms Unit of Measure	Units Needed	Unit Cost	Target
Tribute Total	3	Ounces	90	\$ 6,450	Post Emerge	Bifenthrin	8	Ounces	160	\$ 39	Insecticide Army Worms
Metholated Seed Oil	8	Ounces	240	\$ 118	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 438	Root Development & Surfactant
TiMac NoStunt	16	Ounces	480	\$ 656	Root Development & Surfactant	Labor	2	Man Day	2	\$ 3,726	
Labor	4	Man Day	4	\$ 7,452		Application Cost \$ 4,203					
Application Cost \$ 14,677											
Spot Spray Totals \$ \$4,301		Total Labor \$ 35,398		Total Material \$ 18,903		<i>All Mole Crickets Retreats Are Performed At No Charge Under Fipronil Plan</i>					

St. Johns County					
RFP Cost Breakdown For Blanket Application 2027					
Blanket Application					
Acres	224.25				
	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
January Blanket					
Prodiamene .65DF	1.33	Pounds	298	\$ 5,772	Pre-Emerge
					Post Emerge
MSM	0.75	Ounces	168	\$ 1,011	Broadleaf Weeds
					Root Development &
TiMac NoStunt	16	Ounces	3588	\$ 5,054	Surfactant
Labor	8	Man Day	8	\$ 15,501	
				Application Cost	\$ 27,337
	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
February Blanket					
Fipronil .01G	25	Pounds	5606	\$ 35,880	Mole Crickets & Fire
					Ants
<i>Includes Labor</i>				Application Cost	\$ 35,880
	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
April Blanket					
Tower	32	Ounces	7176	\$ 22,313	Pre-Emerge
					Root Development &
TiMac NoStunt	16	Ounces	3588	\$ 5,054	Surfactant
Imidacloprid 2F	25	Ounces	5606	\$ 2,561	Insecticide Grubs
Labor	8	Man Day	8	\$ 15,501	
				Application Cost	\$ 45,429
	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
June Blanket					
Tower	32	Ounces	7176	\$ 22,313	Pre-Emerge
					Root Development &
TiMac NoStunt	16	Ounces	3588	\$ 5,054	Surfactant
					Insecticide Mites &
UpStarGold	16	Ounces	3588	\$ 901	Sod Web Worms
Labor	8	Man Day	8	\$ 15,501	
				Application Cost	\$ 43,769
	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
August Blanket					
UpEnd AquaCap	64	Ounces	14352	\$ 5,054	Pre-Emerge
					Root Development &
TiMac NoStunt	16	Ounces	3588	\$ 5,054	Surfactant
					Post Emerge
Sulfentrazone 4SC	12	Ounces	2691	\$ 9,173	Broadleaf Weeds
					Insecticide Mites &
UpStarGold	16	Ounces	3588	\$ 11,156	Army Worms
Labor	8	Man Day	8	\$ 15,501	
				Application Cost	\$ 45,938
	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
November Blanket					
Prodiamene .65DF	1.33	Pounds	298	\$ 5,772	Pre-Emerge
					Post Emerge
MSM	1	Ounces	224	\$ 1,348	Broadleaf Weeds
					Root Development &
TiMac NoStunt	16	Ounces	3588	\$ 5,054	Surfactant
Labor	8	Man Day	8	\$ 15,501	
				Application Cost	\$ 27,674
Total Blanket Costs		\$ 226,027	Total Labor		\$ 77,503
			Total Material		\$ 148,524

**St. Johns County
RFP Cost Breakdown For Projected Spot Spray Applications 2027**

February Spot						March Spot							
Application Acres	Rate Per Acre	Broadleaf Weeds	Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Torpedo Grass	Unit of Measure	Units Needed	Unit Cost	Target
Triad	32	Ounces		\$ 640	\$ 146	Broadleaf Weeds	Liquid Quinclorac	64	Ounces		1280	\$ 1,046	Post Emerge
Spreader Sticker	8	Ounces		\$ 160	\$ 31	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces		160	\$ 81	Emulsifying Surfactant
TiMac NoStunt	16	Ounces		\$ 320	\$ 451	Root Development & Surfactant	TiMac NoStunt	16	Ounces		320	\$ 451	Root Development & Surfactant
Labor	3	Man Day		\$ 3	\$ 5,813		Labor	3	Man Day		3	\$ 5,813	
Application Cost \$ 6,441							Application Cost \$ 7,390						
July Spot						June Spot							
Application Acres	Rate Per Acre	Torpedo Grass	Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Grassey Weeds	Unit of Measure	Units Needed	Unit Cost	Target
Liquid Quinclorac	64	Ounces		1280	\$ 1,046	Post Emerge	Tribute Total	3	Ounces		60	\$ 4,429	Post Emerge
Metholated Seed Oil	8	Ounces		160	\$ 81	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces		160	\$ 81	Emulsifying Surfactant
TiMac NoStunt	16	Ounces		320	\$ 451	Root Development & Surfactant	TiMac NoStunt	16	Ounces		320	\$ 451	Root Development & Surfactant
Labor	3	Man Day		3	\$ 5,813		Labor	3	Man Day		3	\$ 5,813	
Application Cost \$ 7,390							Application Cost \$ 10,773						
August Spot						September Spot							
Application Acres	Rate Per Acre	Grassey Weeds	Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Army Worms	Unit of Measure	Units Needed	Unit Cost	Target
Tribute Total	3	Ounces		60	\$ 4,429	Post Emerge	Bifenthrin	8	Ounces		160	\$ 40	Insecticide Army Worms
Metholated Seed Oil	8	Ounces		160	\$ 81	Emulsifying Surfactant	TiMac NoStunt	16	Ounces		320	\$ 451	Root Development & Surfactant
TiMac NoStunt	16	Ounces		320	\$ 451	Root Development & Surfactant	Labor	2	Man Day		2	\$ 3,875	
Labor	3	Man Day		3	\$ 5,813		Application Cost \$ 4,366						
Application Cost \$ 10,773													
Spot Spray Totals \$ 47,134				Total Labor	\$ 32,939	<i>All Mole Crickets Retreats Are Performed At No Charge Under Flpronil Plan</i>							
				Total Material	\$ 14,195								

St. Johns County						
RFP Cost Breakdown For Blanket Application 2028						
Blanket Application						
Acres	224.25					
January Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Skip						
Give Fields A Rest						
Labor	0	Man Day	0	\$ -		
				Application Cost	\$ -	
February Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Fipronil .01G	25	Pounds	5606	\$ 35,880	Mole Crickets & Fire Ants	
<i>Includes Labor</i>				Application Cost	\$ 35,880	
April Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298	\$ 5,945	Pre-Emerge	
Sulfentrazone 4SC	8	Ounces	1794	\$ 6,299	Post Emerge Poa & Sedges	
TiMac NoStunt	16	Ounces	3588	\$ 5,206	Root Development & Surfactant	
Imidacloprid 2F	25	Ounces	5606	\$ 2,638	Insecticide Grubs	
Labor	8	Man Day	8	\$ 16,121		
				Application Cost	\$ 36,208	
June Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
UpEnd AquaCap	64	Ounces	14352	\$ 5,206	Pre-Emerge	
Sulfentrazone 4SC	8	Ounces	1794	\$ 6,299	Post Emerge Broadleaf Weeds Grassy Weeds Sedges	
TiMac NoStunt	16	Ounces	3588	\$ 5,206	Root Development & Surfactant	
UpStarGold	16	Ounces	3588	\$ 928	Insecticide Mites & Sod Web Worms	
Labor	8	Man Day	8	\$ 16,121		
				Application Cost	\$ 33,759	
August Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
UpEnd AquaCap	64	Ounces	14352	\$ 5,206	Pre-Emerge	
TiMac NoStunt	16	Ounces	3588	\$ 5,206	Root Development & Surfactant	
MSM	0.75	Ounces	168	\$ 1,041	Post Emerge Broadleaf Weeds	
Sulfentrazone 4SC	2	Ounces	449	\$ 1,043	Post Emerge Broadleaf Weeds	
UpStarGold	16	Ounces	3588	\$ 928	Insecticide Mites & Army Worms	
Labor	8	Man Day	8	\$ 16,121		
				Application Cost	\$ 29,544	
November Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Specticle Flowable	4	Ounces	897	\$ 16,021	Pre-Emerge	
MSM	0.75	Ounces	168	\$ 1,041	Post Emerge Broadleaf Weeds	
TiMac NoStunt	16	Ounces	3588	\$ 5,206	Root Development & Surfactant	
Labor	8	Man Day	8	\$ 16,121		
				Application Cost	\$ 38,388	
Total Blanket Costs		\$ 209,988	Total Labor		\$ 64,483	
			Total Material		\$ 145,505	

**St. Johns County
RFP Cost Breakdown For Projected Spot Spray Applications 2028**

February Spot						March Spot					
Application Acres	Rate Per Acre	Broadleaf Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target
Triad	32	Ounces	1280	\$ 300	Broadleaf Weeds	Liquid Quinclorac	64	Ounces	1280	\$ 1,077	Post Emerge
MSM	0.75	Ounces	30	\$ 186	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces	160	\$ 84	Emulsifying Surfactant
Spreader Sticker	8	Ounces	320	\$ 65	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 464	Root Development & Surfactant
TiMac NoStunt	16	Ounces	640	\$ 929	Root Development & Surfactant	Labor	3	Man Day	3	\$ 6,045	
Labor	4	Man Day	4	\$ 8,060		Application Cost \$ 7,670					
Application Cost \$ 9,539						Application Acres 20 Torpedo Grass Weeds					
July Spot						June Spot					
Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Grassey Weeds Unit of Measure	Units Needed	Unit Cost	Target
Liquid Quinclorac	64	Ounces	1280	\$ 1,077	Post Emerge	Tribute Total	3	Ounces	60	\$ 4,562	Post Emerge
Metholated Seed Oil	8	Ounces	160	\$ 84	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces	160	\$ 84	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	320	\$ 464	Root Development & Surfactant	TiMac NoStunt	16	Ounces	320	\$ 464	Root Development & Surfactant
Labor	3	Man Day	3	\$ 6,045		Labor	3	Man Day	3	\$ 6,045	
Application Cost \$ 7,670						Application Cost \$ 11,155					
August Spot						September Spot					
Application Acres	Rate Per Acre	Grassey Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Army Worms Unit of Measure	Units Needed	Unit Cost	Target
Tribute Total	3	Ounces	60	\$ 4,562	Post Emerge	Bifenthrin	8	Ounces	160	\$ 41	Insecticide Army Worms
Metholated Seed Oil	8	Ounces	160	\$ 84	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 464	Root Development & Surfactant
TiMac NoStunt	16	Ounces	320	\$ 464	Root Development & Surfactant	Labor	2	Man Day	2	\$ 4,030	
Labor	3	Man Day	3	\$ 6,045		Application Cost \$ 4,536					
Application Cost \$ 11,155						<i>All Mole Crickets Retreats Are Performed At No Charge Under Flpronil Plan</i>					
Spot Spray Totals \$ 51,725		Total Labor \$ 36,271		Total Material \$ 15,454							

EXHIBIT "A"

PRICING PROPOSAL

ST JOHNS COUNTY PARKS				
ACRES	RFP COST SUMMARY FOR ALL APPLICATIONS			
224.25	5 YEAR PROJECTED COST OF RFP			\$1,460,160.00
APPLICATIONS	BLANKET	SPOT	PERFORMANCE BOND	TOTAL
2024 COST	\$241,599	\$71,089	\$9,381	\$322,069
2025 COST	\$235,146	\$58,848	\$8,818	\$302,812
2026 COST	\$221,776	\$54,301	\$8,282	\$284,359
2027 COST	\$226,027	\$47,134	\$8,195	\$281,356
2028 COST	\$209,988	\$51,725	\$7,851	\$269,564
TOTAL	\$1,134,536	\$283,097	\$42,527	\$1,460,160
RECOMMENDED BUDGET AMOUNT FOR 5 YEARS				\$1,563,442



NOTICE OF INTENT TO AWARD

DATE: November 15, 2023

RFP 1468; Weed & Pest Control Services for St. Johns County Athletic Fields

St. Johns County hereby issues this Notice of Intent to award a contract to **Southeastern Turf Grass Supply, Inc.**, as the responsive, responsible Proposer under the above referenced Request for Proposals.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Jennifer McDaniel, Procurement Coordinator, via email at jmcdaniel@sjcfl.us or phone at (904) 209-3270.

St. Johns County, FL
Board of County Commissioners
Purchasing Department



Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB
Director, Purchasing & Contracts
jlocklear@sjcfl.us
(904) 209-0158 - Direct

Date: 11/15/2023



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

REQUEST FOR PROPOSALS

RFP NO: 1468

WEED & PEST CONTROL SERVICES FOR SJC ATHLETIC FIELDS

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main
www.sjcfl.us/Purchasing/index.aspx**

Final 10/06/2023

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

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EXHIBITS – SEPARATE ATTACHMENTS

EXHIBIT “A” – Current List of Fields and Acres

EXHIBIT “B” - SJC School Calendar

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

PART I: GENERAL SOLICITATION REQUIREMENTS

A. DEFINITIONS

Terms used within this Request for Proposals (“RFP”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as provided herein.

B. PURPOSE & INTENT

The purpose for this RFP is to solicit Proposals from qualified Respondents, for consideration in performing the specified Services. The intent of the County is to select the most qualified Contractor based upon the evaluation of the submitted Proposals in accordance with the Evaluation Criteria provided herein, and to negotiate and enter into a Contract for the performance of the specified Services, upon successful negotiations.

C. SUBMITTAL DEADLINE & LOCATION

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Division by or before **four o’clock (4:00PM EST) on Thursday, November 9, 2023**. Any proposals received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Proposals must be submitted to:

SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

All mail delivered to the County is processed through SJC Central Receiving. Respondents must factor the additional time for processing when mailing their Proposals to the County. Any Proposals that are not delivered to the SJC Purchasing Department by the Submittal Deadline above shall not be considered, even if the Proposal is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Proposals that are delayed in delivery due to mail processing activities of the County’s Central Receiving Office.

Additionally, the County is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Department. Any such Proposal that is not received in the SJC Purchasing Department shall be returned to the Respondent, unopened.

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP must be directed, *in writing*, to the following Designated Point of Contact provided below:

Designated Point of Contact: Jennifer McDaniel, Procurement Coordinator
500 San Sebastian View
St. Augustine, FL 32084
Emai: jmcdaniel@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Mark Rinberger, Procurement Coordinator at mrinberger@sjcfl.us.

E. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Respondents **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFP.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP shall be directed, in writing, to the Designated Point of Contact provided above, by or before **four o'clock (4:00PM) EDST on Thursday, October 20, 2023**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Proposal submittal deadline in order to clarify or answer questions as necessary to serve the best interest of the County.

G. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below. The dates provided may change at the sole discretion of the County. If any modifications impact the schedule of this RFP, through and until the Submittal Deadline for Proposals, the County will issue an Addendum to this RFP.

Broadcast of RFP	October 10, 2023
Deadline for Questions	October 20, 2023
Proposal Submittal Deadline	November 9, 2023
Evaluation Meeting (Tentative)	November 16, 2023
Begin Negotiations	November 23, 2023
Issue Final Contract	December 31, 2023

H. ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this RFP will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the RFP Documents. All planholders for this RFP will be notified of the posted Addendum by Demandstar. It is the Proposer’s responsibility to obtain all issued Addenda, either through Demandstar, or from the Designated Point of Contact, as provided herein. The County is not responsible for a Proposer’s failure to obtain any issued Addendum.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the Submittal Deadline for Proposals, however, the County reserves the right to issue addenda at any time prior to the Submittal Deadline for Proposals, if the County determines that the issuance of the addenda serves the best interest of the County.

Proposers are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum, by signing and including each Addendum in the submitted Proposal. Failure by the Proposer to appropriately consider and incorporate the addenda into their submitted Proposal may cause the submitted Proposal to be deemed non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing & Contracts Director, or designee, to determine whether or not an Addendum is material to the submitted Proposal, resulting in disqualification and removal from consideration for award. The County reserves the right to request from any Respondent, copies of any missing addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted Proposal.

I. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

J. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondents social, political, or ideological interests when

determining if the Respondent is a responsible Respondent. Respondents are further notified that the County's governing body shall not give preference to a Respondent based on the Respondents social, political, or ideological interests.

K. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

L. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

M. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

The St. Johns County Purchasing Policy ("Policy") and associated procedures are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with all applicable provisions of the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and Procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and Procedures.

N. LOCAL PREFERENCE

Per Section 16.3.1 of the Policy, the County shall review all submitted Qualifications to determine whether or not a Respondent is requesting consideration as a Local Business. Staff shall provide the appropriate consideration of local preference to those submitted Qualifications, in accordance with the Policy.

O. SUB-CONTRACTOR

If a Proposer elects to sub-contract with any firm(s) or individual(s), for any portion(s) of the required Services, Proposer must identify such subcontracted firm(s) in the submitted Proposal, along with the portion(s) of Services they are intended to perform. The County may, in its sole discretion, require Proposer to submit any and all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the subcontracted firm(s) proposed to perform Services to ensure, to the County's satisfaction, that the firm(s) are appropriately qualified and capable to perform the specified Services.

Prior to the award of a contract, the County will notify the Proposer in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor. The Proposer then may, at their option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Proposer fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Proposer, at no cost to the County.

The County reserves the right to disqualify any Proposer, Contractor, Consultant, Supplier, or individual due to previously documented issues with performance, quality or compliance, within the County or under other public awards.

Any firm(s) or individual(s) subcontracted by the awarded Contractor to perform any portion(s) of the required Services, must only perform the Services for which they were proposed, and shall not be changed without prior written approval by the County.

The awarded Contractor shall be responsible for any and all Services performed by any subcontracted firm(s) or individual(s), and such subcontracts shall not relieve the awarded Contractor of any of the obligations and responsibilities stated in the awarded Contract.

P. E-VERIFY

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, the awarded Contractor and any subcontracted firm(s) or individual(s) shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

1. Awarded Contractor shall require each of its subcontracted firm(s) or individual(s) to provide Contractor with an affidavit stating that the subcontracted firm or individual does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Contractor, or any subcontracted firm or individual who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a sub-Contractor or sub-Contractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontracted firm or individual.
4. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
5. Contractor acknowledges that, in the event that the County terminates the awarded contract for Contractor's breach of these provision regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

Q. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Proposal, the Proposer pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and are beyond the control of both the awarded Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

PART II: SCOPE OF SERVICES

A. SCOPE OF SERVICES

The awarded Contractor shall be responsible for providing any and all equipment, materials, chemicals, tools, transportation, labor and all other items necessary to perform application and maintenance for weed and pest control services for the prevention and maintenance of approximately two hundred twenty-five (225) acres of specified athletic fields in a weed and pest free condition to maximize the playability of the fields (the "Services").

The Contractor shall be responsible for maintaining the specified fields free of unwanted pests such as mole crickets, army worms, grubs, fire ants, mites, and any other pests which may impact the playable condition and appearance of the fields.

The Contractor shall be responsible for preventing and/or removing any and all weeds or other plants, which are detrimental to the health and appearance of the Bermuda grass on the fields, from encroaching on or spreading through the specified fields or invasive grass.

All access to school properties will be scheduled through the Parks and Recreational department with all treatment and applications handled during holidays, teacher planning days, or any other week day the schools are closed. If a treatment or applications must be handled during a school day, permission and access will need to come from the Parks and Recreation department before any treatment or application is done. Forty-eight (48) hours' notice will be necessary for any visits outside of closure dates during school hours. **Please note that giving timely notice does not guarantee access to school properties.** The 2023-2023 Master Calendar (Exhibit "B") for St. Johns County Schools is available at the following link: <https://www.stjohns.k12.fl.us/calendar/>.

The Contractor shall be responsible for posting any and all signs necessary to warn the public of all applications and/or treatments that are being performed, or have been performed at any County site location and must be in accordance to the chemical restriction requirements. 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 or when there is no further harm or risk form exposure.

The County reserves the right to add and/or delete site locations.

The Contractor shall be responsible for any inappropriate applications of any herbicides, pesticides, or other chemicals, which result in damages to the field(s) or adjacent areas. The Contractor shall correct/repair any such damages, at no cost to the County, and shall be responsible for any costs incurred by the County due to the damages caused by the Contractor.

B. LOCATIONS

The locations where Services shall be performed are provided herein on Exhibit "A". This list is subject to change, at the sole discretion of the County. Any such changes shall be made via Contract Amendment.

PART III: PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT

A. PROPOSER RESPONSIBILITIES

Proposers are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Additionally, Proposers are solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Proposer may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

All Proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a Proposal, each Proposer certifies that he/she has fully read and understands any and all instructions in this RFP, and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days.

Proposers are responsible for complying with all applicable provisions of the Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Proposers and All Sub- Contractors must meet in order to be considered responsive to this RFP. Proposals must clearly demonstrate that the Proposer meets or exceeds these minimum qualification requirements:

- a) Must have a current and active registration with the State of Florida, Department of State, Division of Corporations; and
- b) Must have a current and valid Commercial Applicators License from the Florida Department of Agriculture and Consumer Services, as required for Turf & Ornamental application; and

Failure by any Proposer to demonstrate meeting the above minimum qualification requirements in the submitted Proposal shall result in Proposer being deemed non-responsive and removed from further consideration. Minimum qualification requirements must also be maintained throughout the duration of an awarded Contract.

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

D. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded 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.
2. In accordance with Florida law, to the extent that Contractor's performance 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 the awarded Agreement, Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records related to the awarded 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 the awarded Agreement and following completion of the awarded Agreement if the Contractor does not transfer the records to the County; and
 - (d) Upon completion of the awarded 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 the awarded 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 the awarded 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 the awarded 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 THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, (904) 209-0805, publicrecords@sjcfl.us.

E. USE OF COUNTY LOGO

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

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Division, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a package with the County Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

F. CONFLICT OF INTEREST

Proposers must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required Services as provided herein. Proposers must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Proposers are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Proposer may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Proposers must disclose any employment or contractual relationship with any County employee or officer within the submitted Proposal, along with any potential ownership interest of the Proposer's Firm held by a County employee or officer.

No Proposer or Key Personnel of a Proposer may participate in more than one (1) response to this RFP. Participation in multiple responses shall result in the disqualification and removal from consideration all Proposers involved.

The awarded Contractor must promptly notify the County, in writing, any and all potential conflicts of interest for any prospective or current business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of the 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.

G. PROPOSAL SUBMITAL INSTRUCTIONS

Proposers must submit one (1) original hard copy of their Proposal, and one (1) exact electronic PDF copy of the hard-

copy original on an unlocked USB Drive. A CD/DVD is not an acceptable alternative to the USB Drive. The hard copy of the Proposal and the USB Drive must be placed in a sealed envelope or container, labeled with the Proposer's full legal name, mailing address, and the solicitation name and title. A mailing label has been provided herein for this purpose. The County is not responsible for any Proposals that are incorrectly labeled and/or that are not delivered to the appropriate location due to incorrect packaging or labeling.

Proposals must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. Sections and sub-sections in the Proposal must be clearly identified. It is highly recommended that Proposers follow the prescribed organization of the Proposal, in order to facilitate evaluation.

Submitted Proposals must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any required component of this RFP, provided that the Proposal complies with all requirements specified herein, including any page limits.

Submitted Proposals must include, at a minimum, the following components, including any and all forms and attachments provided herein, as listed below:

Section 1: Proposal Cover Page (Complete and Submit) and Cover Letter

Proposers shall complete and submit the Proposal Cover Page provided herein, and must also provide a 1-2-page cover letter that must include, but is not limited to, the following:

- Full legal company name, including any applicable fictitious name(s) and Company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portion(s) of the Services;
- Primary point of contact information (name, title, phone, and email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners, as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.), and business philosophy; and
- Brief statement regarding Proposer's interest in this solicitation.

Delegation of Authority

Proposer must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Proposer, who are not principals, owners, partners, etc., for the Proposer firm. The Delegation of Authority letter must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Proposer firm.

Section 2: Staff Qualifications and Professional Team

Proposer must provide documentation to fully demonstrate the qualifications and capabilities of the Proposer firm and all Key Personnel who may perform Services, if awarded. The required documentation shall include, at a minimum:

Licenses/Certifications – Proposers shall provide all minimum qualification requirements, and all other current licenses and certifications held by the Proposer and Key Personnel proposed by the Proposer to perform the required services.

Certificates of Insurance – Proposers shall demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or must provide documentation from a qualified provider certifying the Proposer's ability to obtain the required insurance coverages upon award.

Claims, Liens, Litigation History – Proposers shall provide a list of all claims, liens and/or litigation history for the

past seven (7) years by completing and submitting **Attachment “F”**.

Proposed Sub-Contractors – Proposers shall submit any and all proposed sub-contractors intended to perform any of the Services specified herein. Proposers must submit sufficient documentation to demonstrate the qualifications and capabilities of the proposed sub-Contractors to perform the services for which they are proposed. All proposed Sub-Contractors are subject to approval by the County. If Respondent does not intend to utilize any sub-contractors, Respondent must state that in the submitted Proposal.

Section 3: Related Experience

Proposers must provide documentation to demonstrate all weed and pest control experience similar in size and scope as those specified herein, within the last five (5) calendar years. The information submitted must provide the name of entity/agency, summary of services provided, timeframe of performance, cost of services provided, and point of contact with agency with contact information.

Section 4: Proposed Service Plan

Proposers must provide a written narrative detailing the Proposer’s Proposed Service Plan for performing the required Services, as specified herein. The Plan must include, but is not limited to: details on application of herbicides and pesticides, including, but not limited to, frequency of applications, proposed chemicals and formulas for applications, and equipment for applications; preventive maintenance for invasive weeds and plants; monitoring of effectiveness of applications; retreatments; and repairs of damages to fields if applications and maintenance is unsuccessful. The narrative must also include details related to the strategies and processes to be utilized for the various aspects of the specified Services, and any additional information necessary to provide a clear understanding of how the Proposer intends to perform.

Section 5: Pricing

Proposers shall submit a pricing proposal which provides a total annual price for performance of all required services specified herein, and the proposed annual price for all years anticipated for the awarded contract. The pricing proposal must also provide a complete breakdown of all aspects of the annual price, for each year, demonstrating units of measure, unit pricing, extensions/quantities, hourly rates, material pricing, and any other quantities and/or costs included in the annual price for each year of the anticipated contract.

Section 6: Local Preference

Proposers shall complete and include **Attachment “E”** and provide the specified documentation to validate Proposer’s qualification as a Local Business, if applicable. If Proposer is not a Local Business, and is not submitting for consideration of local preference, complete and submit Attachment “E” only.

Section 7: Administrative Information

Proposers shall submit the completed County Attachments, as provided herein, along with all acknowledged Addenda issued by the County during the solicitation.

H. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Division shall review each submitted Proposal for responsiveness and responsibility to the requirements provided herein. Any Proposer who is deemed non-responsible and any Proposal that is materially non-responsive to the requirements of this RFP shall be disqualified and removed from consideration prior to the evaluation of Proposals. Only those Proposals from responsible Proposers shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

I. EVALUATION OF PROPOSALS

All responsive Proposals will be evaluated by an Evaluation Committee of no less than five (5) individuals. Evaluators will review and score the Proposals individually, with no interaction or communication with any other individual. Evaluators’ scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Proposals shall be in accordance with the Evaluation Criteria as provided herein.

The Evaluation Committee may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County, or with other public agencies, prior to making any recommendation for award, or moving forward with negotiations.

J. EVALUATION CRITERIA AND SCORING

Proposals shall be evaluated in accordance with the Evaluation Criteria and associated scoring provided below:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Staff Qualifications & Professional Team	25
B. Related Experience	25
C. Proposed Service Plan	45
D. Proposed Pricing	20
E. Local Preference	10

Total Points Possible: 125

G. Interviews/Presentations – Shortlisted Firms (If Applicable) 30

Total Points Possible: 155

J. FORMULA FOR EVALUATION OF PRICING:

The proposed pricing submitted by each Proposer shall be scored by the SJC Purchasing Division, in accordance with the formula provided below. The total pricing for all years of the anticipated contract shall be used to evaluate pricing as shown in the sample table below:

Scores for pricing shall be rounded to the first decimal point, as necessary, to differentiate between scores.

Vendor	Proposed Price	Percentage	By	Weight	Equals	Score:
A	\$100,000	100	X	20	=	20
B	\$125,000	80	X	20	=	16
C	\$250,000	40	X	20	=	8

K. FORMULA FOR EVALUATION OF LOCAL PREFERENCE:

Evidence of Proposer’s qualification as a Local Business in accordance with Section 16.3.1 SJC Purchasing Policy, Local Preference shall be scored by the SJC Purchasing Division, and shall be scored on a scale of 0 – 10 points per evaluator. Proposers that meet all qualification criteria as a local business shall receive 10 points. Proposers that do not meet all qualification criteria as a local business shall receive 0 points.

L. SHORTLIST INTERVIEWS/PRESENTATIONS

Upon announcement of the scores/ranking of the Proposers, based upon the Evaluation Criteria, if the Evaluation Committee determines that interviews and/or presentations from a shortlist of Proposers is necessary in order to make a recommendation for award, such determination shall be communicated to the Proposers with details as to the requirements of such interviews and/or presentations. The interviews/presentations will be scored by the Evaluation Committee, and the scores shall be added to the scores for the proposal for each Proposer, to determine the Total Score for each Respondent. The criteria by which presentations will be scored will be provided to the shortlisted Respondents with the notification by the County. Scores for the interviews/presentations shall be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

M. NEGOTIATIONS & AWARD

Upon evaluation and final ranking of Proposals, including any interviews and/or presentations (if applicable), a Notice of Intent will be issued, expressing the County’s intent to move forward. The County is under no obligation to award a Contract as a result of this RFP. Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

It is the intent of the County to enter into negotiations with the top ranked firm, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked firm. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Respondent are unable to reach an agreement, the County shall cease negotiations with the top ranked firm, and shall initiate negotiations with the next successively ranked firm with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm in the rankings does not serve the best interest of the County.

In the event the negotiated costs for the Services exceed \$500,000, the negotiated Contract shall be presented to the Board of County Commissioners (“Board”) for approval to execute.

M. PROTEST PROCEDURES

Any actual Proposer who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County intends to negotiate and, upon successful negotiations, award a General Services Contract, on a form provided by the County, for performance of the specified Services, for a Contract Term of five (5) calendar years.

Any contract(s) negotiated with any individual or firm responding to this RFP will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

In the event that a Contract is attached to the RFP, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to the RFP, it is expressly understood that the County’s preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County’s preference/selection of any proposal, contract negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent’s proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

It is expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Proposer.

B. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records

of performance to ensure that the Contractor is continuing to provide sufficient financial support, services and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that Contractor no longer possesses the financial support, services and organization which would have been necessary during the RFP evaluation period in order to demonstrate appropriate capability to perform the required services.

C. TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination for default by the Contractor. In the event of the Contractor's default, County shall issue a Notice of Default, which shall articulate the specific duties and obligations for which the Contractor is in default, and the amount of time provided to the Contractor to cure such default. If the Contractor fails to cure the default, or to submit an acceptable plan to cure the default, as determined by the County, within the timeframe specified in the Notice of Default, the County may terminate the Contract for Cause, upon giving no less than seven (7) days written notice to Contractor.

In addition to the above, the County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Contractor. The County may also terminate the Contract, due to lack of appropriation of sufficient funds.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

F. LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in require licenses, permits, or certifications required for any portion of the required Services.

G. INSURANCE REQUIREMENTS

Respondent must include in the submitted Proposal, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Respondent's ability to obtain the required coverages upon award may be grounds for Respondent being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of the awarded Contract. No Work shall commence under the awarded Contract until Contractor has obtained all insurance coverages required by the Contract Documents. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by the Contract Documents. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under the Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of the Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in the Contract shall limit the Contractor to the minimum required

insurance coverages found in the Contract.

The term "Additional Insured" shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

Contractor shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Sub-Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

Contractor shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000. A four-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

Contractor shall require any sub-Contractors performing work under the awarded Contract to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Contract.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier sub-Contractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier sub-Contractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been

covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

H. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, sub-Contractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

PART V: – ATTACHMENTS/FORMS

The required forms and attachments that each Respondent must complete, sign, have notarized and include as part of their submitted Proposal are on the following pages.

COVER PAGE

ST. JOHNS COUNTY PURCHASING DEPARTMENT
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF PROPOSER: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Respondent) being of lawful age and being duly sworn I, _____ (Affiant) as _____ (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of _____, 20__.

Signature of Affiant

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

**ATTACHMENT "B"
PROPOSAL AFFIDAVIT**

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

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The 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.

Before me, the undersigned authority, _____ (Affiant) who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Proposer Firm) submitting the attached proposal for the services covered by the RFP documents for RFP No: 1468; Application/Spray Plan for Weed & Pest Control for St. Johns County Athletic Fields.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent 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, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer Firm)

By _____
(Affiant Signature)

(Printed Name & Title)

Date of Signature

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

ATTACHMENT "C"

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP NO: 1468; Weed & Pest Control Services for SJC 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 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.

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

Full Legal Name of Proposer: _____

Authorized Representative(s):

Signature

Print Name/Title

Signature

Print Name/Title

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

**ATTACHMENT "D"
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 Proposal 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

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

**ATTACHMENT "E"
LOCAL PREFERENCE**

Proposers must complete and sign this Attachment "E" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 16.3.1 of the SJC Purchasing Policy. All required documentation to demonstrate that the Proposer meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "E".

In order to qualify for local preference Proposer must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Proposer's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-Contractors.

If qualifying for local preference through the use of qualified local sub-contractors, Proposer must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors for local preference consideration with the submitted proposal.

Proposer must select one of the following, and submit the supporting documentation, as applicable:

Proposer qualifies for Local Preferences in accordance with Section 16.3.1 _____

Proposer does not qualify for Local Preference in accordance with Section 16.3.1 _____

By signing below, Proposer certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Proposer meets the requirements as provided in Section 16.3.1, SJC Purchasing Policy.

Signature – Authorized Respondent Representative

Printed Name & Title

Date of Signature

ATTACHMENT "F"
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 sub-Contractor) or been sued by or had a formal claim filed by an owner, sub-Contractor 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 7 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 five (5) 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)

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

**ATTACHMENT "G"
E-VERIFY AFFIDAVIT**

STATE OF _____
COUNTY OF _____

I, _____ (Affiant), being duly authorized by and on behalf of _____
(Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP No: 1468 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any sub-Contractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-Contractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and sub-Contractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20____, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

JESSICA LUNSFORD ACT FORM
ATTACHMENT "H"

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.
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 LUNS福德 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)

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

EXHIBIT "A"
Current List of Fields and Acres

ITEM#	FIELD NAMES	AREA (ACRES)
1	Aberdeen	8
2	Cornerstone Park	10
3	Davis Park	34.5
4	Durbin Crossing	9
5	Fruit Cove School	5
6	Gamble Rogers Middle School	12
7	Hastings Football Field	2
8	Joe Pomar Park	6
9	Julington Creek Plantation	10
10	Landrum middle School Athletic Fields	9
11	Al Wilkie Baseball Field	.75
12	Mills Field	10
13	Nocatee Park	10
14	Osceola Elementary School	6
15	Pacetti Bay Middle School	2.5
16	Palencia Park	6
17	R.B Hunt Elementary School	6
18	Rivertown Park	10
19	Switzerland Middle School	5
20	Treaty Park	12
21	Veterans Park	25
22	West Augustine Park & Baseball Fields	9.75
23	Thompson Baker and Herbie Wiles Baseball Fields	1.5
24	Malcom Jones Field	.5
25	Rivertown Soccer Fields	.13
26	Ron Parker Multipurpose	.75
	Current Total Acres to be Treated	224.25

ST JOHNS COUNTY SCHOOL DISTRICT MASTER CALENDAR FOR 2023-2024 SCHOOL YEAR

EXHIBIT "B"

SJCSD Master Calendar

2023-2024sy

Board Approved 5-12-2020

July 2023

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August 2023

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2023

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2023

M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	18	20
23	24	25	26	27
30	31			

November 2023

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2023

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1st Quarter = 46 days

2nd Quarter = 44 days

January 2024

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2024

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March 2024

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

3rd Quarter = 43 days

April 2024

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 2024

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June 2024

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

4th Quarter = 47 days


Total 180 Days

	Teacher Optional Planning
	Teacher Planning (non-student day)
	Teacher Inservice (non-student day)
	Classes Resume
	Student/Teacher Holiday
	End of Quarter
	No School

SEALED RFP MAILING LABEL

Cut along the outer border and affix this label to the exterior of envelope/container to identify as a "Sealed Proposal".

SEALED RFP • DO NOT OPEN	
SEALED RFP #:	RFP 1468
RFP TITLE:	Weed & Pest Control Services for SJC Athletic Fields
DUE DATE/TIME:	Thursday, November 9, 2023 No Later Than 4:00 PM EST
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

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EXHIBITS – SEPARATE ATTACHMENTS

EXHIBIT “A” – Current List of Fields and Acres

EXHIBIT “B” - SJC School Calendar



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

REQUEST FOR PROPOSALS

RFP NO: 1468

WEED & PEST CONTROL SERVICES FOR SJC ATHLETIC FIELDS

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main
www.sjcfl.us/Purchasing/index.aspx**

Final 10/06/2023

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

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EXHIBITS – SEPARATE ATTACHMENTS

EXHIBIT "A" – Current List of Fields and Acres

EXHIBIT "B" - SJC School Calendar

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

PART I: GENERAL SOLICITATION REQUIREMENTS

A. DEFINITIONS

Terms used within this Request for Proposals (“RFP”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as provided herein.

B. PURPOSE & INTENT

The purpose for this RFP is to solicit Proposals from qualified Respondents, for consideration in performing the specified Services. The intent of the County is to select the most qualified Contractor based upon the evaluation of the submitted Proposals in accordance with the Evaluation Criteria provided herein, and to negotiate and enter into a Contract for the performance of the specified Services, upon successful negotiations.

C. SUBMITTAL DEADLINE & LOCATION

Proposals submitted in response to this RFP must be delivered to, and received by the SJC Purchasing Division by or before **four o’clock (4:00PM EST) on Thursday, November 9, 2023**. Any proposals received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Proposals must be submitted to: SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

All mail delivered to the County is processed through SJC Central Receiving. Respondents must factor the additional time for processing when mailing their Proposals to the County. Any Proposals that are not delivered to the SJC Purchasing Department by the Submittal Deadline above shall not be considered, even if the Proposal is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Proposals that are delayed in delivery due to mail processing activities of the County’s Central Receiving Office.

Additionally, the County is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Department. Any such Proposal that is not received in the SJC Purchasing Department shall be returned to the Respondent, unopened.

D. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP must be directed, *in writing*, to the following Designated Point of Contact provided below:

Designated Point of Contact: Jennifer McDaniel, Procurement Coordinator
500 San Sebastian View
St. Augustine, FL 32084
Email: jmcdaniel@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Mark Rinberger, Procurement Coordinator at mrinberger@sjcfl.us.

E. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Respondents **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP. Any such communication is a violation of the Policy and shall result in disqualification, and removal from consideration for award of a contract under this RFP.

F. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP shall be directed, in writing, to the Designated Point of Contact provided above, by or before **four o'clock (4:00PM) EDST on Thursday, October 20, 2023**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the Proposal submittal deadline in order to clarify or answer questions as necessary to serve the best interest of the County.

G. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below. The dates provided may change at the sole discretion of the County. If any modifications impact the schedule of this RFP, through and until the Submittal Deadline for Proposals, the County will issue an Addendum to this RFP.

Broadcast of RFP	October 10, 2023
Deadline for Questions	October 20, 2023
Proposal Submittal Deadline	November 9, 2023
Evaluation Meeting (Tentative)	November 16, 2023
Begin Negotiations	November 23, 2023
Issue Final Contract	December 31, 2023

H. ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this RFP will be provided via Addendum, and posted to Demandstar (www.demandstar.com) with the RFP Documents. All planholders for this RFP will be notified of the posted Addendum by Demandstar. It is the Proposer’s responsibility to obtain all issued Addenda, either through Demandstar, or from the Designated Point of Contact, as provided herein. The County is not responsible for a Proposer’s failure to obtain any issued Addendum.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the Submittal Deadline for Proposals, however, the County reserves the right to issue addenda at any time prior to the Submittal Deadline for Proposals, if the County determines that the issuance of the addenda serves the best interest of the County.

Proposers are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum, by signing and including each Addendum in the submitted Proposal. Failure by the Proposer to appropriately consider and incorporate the addenda into their submitted Proposal may cause the submitted Proposal to be deemed non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing & Contracts Director, or designee, to determine whether or not an Addendum is material to the submitted Proposal, resulting in disqualification and removal from consideration for award. The County reserves the right to request from any Respondent, copies of any missing addenda, if the content included in the Addenda is not of a material nature to the merit of the submitted Proposal.

I. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work.

J. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondents social, political, or ideological interests when

determining if the Respondent is a responsible Respondent. Respondents are further notified that the County's governing body shall not give preference to a Respondent based on the Respondents social, political, or ideological interests.

K. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, at any time, this solicitation process for any reason, as determined by County Staff, in order to best serve the interests of St. Johns County.

L. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all proposals, waive minor formalities, and to award to the Respondent that best serves the interest of St. Johns County.

M. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

The St. Johns County Purchasing Policy ("Policy") and associated procedures are incorporated into this RFP Document by reference, and are fully binding. Respondents are required to submit their responses to this RFP, and to conduct their activities during this process in accordance with all applicable provisions of the Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations and contract award shall be in accordance with the Policy and Procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and Procedures.

N. LOCAL PREFERENCE

Per Section 16.3.1 of the Policy, the County shall review all submitted Qualifications to determine whether or not a Respondent is requesting consideration as a Local Business. Staff shall provide the appropriate consideration of local preference to those submitted Qualifications, in accordance with the Policy.

O. SUB-CONTRACTOR

If a Proposer elects to sub-contract with any firm(s) or individual(s), for any portion(s) of the required Services, Proposer must identify such subcontracted firm(s) in the submitted Proposal, along with the portion(s) of Services they are intended to perform. The County may, in its sole discretion, require Proposer to submit any and all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the subcontracted firm(s) proposed to perform Services to ensure, to the County's satisfaction, that the firm(s) are appropriately qualified and capable to perform the specified Services.

Prior to the award of a contract, the County will notify the Proposer in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contractor. The Proposer then may, at their option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Proposer fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Proposer, at no cost to the County.

The County reserves the right to disqualify any Proposer, Contractor, Consultant, Supplier, or individual due to previously documented issues with performance, quality or compliance, within the County or under other public awards.

Any firm(s) or individual(s) subcontracted by the awarded Contractor to perform any portion(s) of the required Services, must only perform the Services for which they were proposed, and shall not be changed without prior written approval by the County.

The awarded Contractor shall be responsible for any and all Services performed by any subcontracted firm(s) or individual(s), and such subcontracts shall not relieve the awarded Contractor of any of the obligations and responsibilities stated in the awarded Contract.

P. E-VERIFY

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, the awarded Contractor and any subcontracted firm(s) or individual(s) shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

1. Awarded Contractor shall require each of its subcontracted firm(s) or individual(s) to provide Contractor with an affidavit stating that the subcontracted firm or individual does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Contractor, or any subcontracted firm or individual who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a sub-Contractor or sub-Contractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontracted firm or individual.
4. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
5. Contractor acknowledges that, in the event that the County terminates the awarded contract for Contractor's breach of these provision regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

Q. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Proposal, the Proposer pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and are beyond the control of both the awarded Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

PART II: SCOPE OF SERVICES

A. SCOPE OF SERVICES

The awarded Contractor shall be responsible for providing any and all equipment, materials, chemicals, tools, transportation, labor and all other items necessary to perform application and maintenance for weed and pest control services for the prevention and maintenance of approximately two hundred twenty-five (225) acres of specified athletic fields in a weed and pest free condition to maximize the playability of the fields (the "Services").

The Contractor shall be responsible for maintaining the specified fields free of unwanted pests such as mole crickets, army worms, grubs, fire ants, mites, and any other pests which may impact the playable condition and appearance of the fields.

The Contractor shall be responsible for preventing and/or removing any and all weeds or other plants, which are detrimental to the health and appearance of the Bermuda grass on the fields, from encroaching on or spreading through the specified fields or invasive grass.

All access to school properties will be scheduled through the Parks and Recreational department with all treatment and applications handled during holidays, teacher planning days, or any other week day the schools are closed. If a treatment or applications must be handled during a school day, permission and access will need to come from the Parks and Recreation department before any treatment or application is done. Forty-eight (48) hours' notice will be necessary for any visits outside of closure dates during school hours. **Please note that giving timely notice does not guarantee access to school properties.** The 2023-2023 Master Calendar (Exhibit "B") for St. Johns County Schools is available at the following link: <https://www.stjohns.k12.fl.us/calendar/>.

The Contractor shall be responsible for posting any and all signs necessary to warn the public of all applications and/or treatments that are being performed, or have been performed at any County site location and must be in accordance to the chemical restriction requirements. 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 or when there is no further harm or risk form exposure.

The County reserves the right to add and/or delete site locations.

The Contractor shall be responsible for any inappropriate applications of any herbicides, pesticides, or other chemicals, which result in damages to the field(s) or adjacent areas. The Contractor shall correct/repair any such damages, at no cost to the County, and shall be responsible for any costs incurred by the County due to the damages caused by the Contractor.

B. LOCATIONS

The locations where Services shall be performed are provided herein on Exhibit "A". This list is subject to change, at the sole discretion of the County. Any such changes shall be made via Contract Amendment.

PART III: PROPOSAL SUBMITTAL INSTRUCTIONS & FORMAT

A. PROPOSER RESPONSIBILITIES

Proposers are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Additionally, Proposers are solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Proposer may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

All Proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a Proposal, each Proposer certifies that he/she has fully read and understands any and all instructions in this RFP, and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days.

Proposers are responsible for complying with all applicable provisions of the Policy as well as all applicable rules, laws, codes and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Proposers and All Sub- Contractors must meet in order to be considered responsive to this RFP. Proposals must clearly demonstrate that the Proposer meets or exceeds these minimum qualification requirements:

- a) Must have a current and active registration with the State of Florida, Department of State, Division of Corporations; and
- b) Must have a current and valid Commercial Applicators License from the Florida Department of Agriculture and Consumer Services, as required for Turf & Ornamental application; and

Failure by any Proposer to demonstrate meeting the above minimum qualification requirements in the submitted Proposal shall result in Proposer being deemed non-responsive and removed from further consideration. Minimum qualification requirements must also be maintained throughout the duration of an awarded Contract.

C. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Respondent must mark each page of the submitted RFP Package or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable Public Records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

D. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with the awarded 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.
2. In accordance with Florida law, to the extent that Contractor's performance 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 the awarded Agreement, Contractor shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records related to the awarded 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 the awarded Agreement and following completion of the awarded Agreement if the Contractor does not transfer the records to the County; and
 - (d) Upon completion of the awarded 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 the awarded 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 the awarded 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 the awarded 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 THE AWARDED AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FL 32084, (904) 209-0805, publicrecords@sjcfl.us.

E. USE OF COUNTY LOGO

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

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Division, which contain the County Seal/Logo may be deemed nonresponsive to this requirement. The County reserves the right to request the submitting firm to resubmit a package with the County Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

F. CONFLICT OF INTEREST

Proposers must certify that they presently have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of required Services as provided herein. Proposers must certify that no person having any interest shall be employed for the performance of any of the required services as provided herein.

Proposers are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Proposer may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Proposers must disclose any employment or contractual relationship with any County employee or officer within the submitted Proposal, along with any potential ownership interest of the Proposer's Firm held by a County employee or officer.

No Proposer or Key Personnel of a Proposer may participate in more than one (1) response to this RFP. Participation in multiple responses shall result in the disqualification and removal from consideration all Proposers involved.

The awarded Contractor must promptly notify the County, in writing, any and all potential conflicts of interest for any prospective or current business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of the 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.

G. PROPOSAL SUBMITAL INSTRUCTIONS

Proposers must submit one (1) original hard copy of their Proposal, and one (1) exact electronic PDF copy of the hard-

copy original on an unlocked USB Drive. A CD/DVD is not an acceptable alternative to the USB Drive. The hard copy of the Proposal and the USB Drive must be placed in a sealed envelope or container, labeled with the Proposer's full legal name, mailing address, and the solicitation name and title. A mailing label has been provided herein for this purpose. The County is not responsible for any Proposals that are incorrectly labeled and/or that are not delivered to the appropriate location due to incorrect packaging or labeling.

Proposals must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. Sections and sub-sections in the Proposal must be clearly identified. It is highly recommended that Proposers follow the prescribed organization of the Proposal, in order to facilitate evaluation.

Submitted Proposals must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any required component of this RFP, provided that the Proposal complies with all requirements specified herein, including any page limits.

Submitted Proposals must include, at a minimum, the following components, including any and all forms and attachments provided herein, as listed below:

Section 1: Proposal Cover Page (Complete and Submit) and Cover Letter

Proposers shall complete and submit the Proposal Cover Page provided herein, and must also provide a 1-2-page cover letter that must include, but is not limited to, the following:

- Full legal company name, including any applicable fictitious name(s) and Company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portion(s) of the Services;
- Primary point of contact information (name, title, phone, and email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners, as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.), and business philosophy; and
- Brief statement regarding Proposer's interest in this solicitation.

Delegation of Authority

Proposer must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Proposer, who are not principals, owners, partners, etc., for the Proposer firm. The Delegation of Authority letter must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Proposer firm.

Section 2: Staff Qualifications and Professional Team

Proposer must provide documentation to fully demonstrate the qualifications and capabilities of the Proposer firm and all Key Personnel who may perform Services, if awarded. The required documentation shall include, at a minimum:

Licenses/Certifications – Proposers shall provide all minimum qualification requirements, and all other current licenses and certifications held by the Proposer and Key Personnel proposed by the Proposer to perform the required services.

Certificates of Insurance – Proposers shall demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or must provide documentation from a qualified provider certifying the Proposer's ability to obtain the required insurance coverages upon award.

Claims, Liens, Litigation History – Proposers shall provide a list of all claims, liens and/or litigation history for the

past seven (7) years by completing and submitting **Attachment "F"**.

Proposed Sub-Contractors – Proposers shall submit any and all proposed sub-contractors intended to perform any of the Services specified herein. Proposers must submit sufficient documentation to demonstrate the qualifications and capabilities of the proposed sub-Contractors to perform the services for which they are proposed. All proposed Sub-Contractors are subject to approval by the County. If Respondent does not intend to utilize any sub-contractors, Respondent must state that in the submitted Proposal.

Section 3: Related Experience

Proposers must provide documentation to demonstrate all weed and pest control experience similar in size and scope as those specified herein, within the last five (5) calendar years. The information submitted must provide the name of entity/agency, summary of services provided, timeframe of performance, cost of services provided, and point of contact with agency with contact information.

Section 4: Proposed Service Plan

Proposers must provide a written narrative detailing the Proposer's Proposed Service Plan for performing the required Services, as specified herein. The Plan must include, but is not limited to: details on application of herbicides and pesticides, including, but not limited to, frequency of applications, proposed chemicals and formulas for applications, and equipment for applications; preventive maintenance for invasive weeds and plants; monitoring of effectiveness of applications; retreatments; and repairs of damages to fields if applications and maintenance is unsuccessful. The narrative must also include details related to the strategies and processes to be utilized for the various aspects of the specified Services, and any additional information necessary to provide a clear understanding of how the Proposer intends to perform.

Section 5: Pricing

Proposers shall submit a pricing proposal which provides a total annual price for performance of all required services specified herein, and the proposed annual price for all years anticipated for the awarded contract. The pricing proposal must also provide a complete breakdown of all aspects of the annual price, for each year, demonstrating units of measure, unit pricing, extensions/quantities, hourly rates, material pricing, and any other quantities and/or costs included in the annual price for each year of the anticipated contract.

Section 6: Local Preference

Proposers shall complete and include **Attachment "E"** and provide the specified documentation to validate Proposer's qualification as a Local Business, if applicable. If Proposer is not a Local Business, and is not submitting for consideration of local preference, complete and submit Attachment "E" only.

Section 7: Administrative Information

Proposers shall submit the completed County Attachments, as provided herein, along with all acknowledged Addenda issued by the County during the solicitation.

H. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Division shall review each submitted Proposal for responsiveness and responsibility to the requirements provided herein. Any Proposer who is deemed non-responsive and any Proposal that is materially non-responsive to the requirements of this RFP shall be disqualified and removed from consideration prior to the evaluation of Proposals. Only those Proposals from responsible Proposers shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

I. EVALUATION OF PROPOSALS

All responsive Proposals will be evaluated by an Evaluation Committee of no less than five (5) individuals. Evaluators will review and score the Proposals individually, with no interaction or communication with any other individual. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Proposals shall be in accordance with the Evaluation Criteria as provided herein.

The Evaluation Committee may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County, or with other public agencies, prior to making any recommendation for award, or moving forward with negotiations.

J. EVALUATION CRITERIA AND SCORING

Proposals shall be evaluated in accordance with the Evaluation Criteria and associated scoring provided below:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Staff Qualifications & Professional Team	25
B. Related Experience	25
C. Proposed Service Plan	45
D. Proposed Pricing	20
E. Local Preference	10

Total Points Possible: 125

G. Interviews/Presentations – Shortlisted Firms (If Applicable) 30

Total Points Possible: 155

J. FORMULA FOR EVALUATION OF PRICING:

The proposed pricing submitted by each Proposer shall be scored by the SJC Purchasing Division, in accordance with the formula provided below. The total pricing for all years of the anticipated contract shall be used to evaluate pricing as shown in the sample table below:

Scores for pricing shall be rounded to the first decimal point, as necessary, to differentiate between scores.

Vendor	Proposed Price	Percentage	By	Weight	Equals	Score:
A	\$100,000	100	X	20	=	20
B	\$125,000	80	X	20	=	16
C	\$250,000	40	X	20	=	8

K. FORMULA FOR EVALUATION OF LOCAL PREFERENCE:

Evidence of Proposer's qualification as a Local Business in accordance with Section 16.3.1 SJC Purchasing Policy, Local Preference shall be scored by the SJC Purchasing Division, and shall be scored on a scale of 0 – 10 points per evaluator. Proposers that meet all qualification criteria as a local business shall receive 10 points. Proposers that do not meet all qualification criteria as a local business shall receive 0 points.

L. SHORTLIST INTERVIEWS/PRESENTATIONS

Upon announcement of the scores/ranking of the Proposers, based upon the Evaluation Criteria, if the Evaluation Committee determines that interviews and/or presentations from a shortlist of Proposers is necessary in order to make a recommendation for award, such determination shall be communicated to the Proposers with details as to the requirements of such interviews and/or presentations. The interviews/presentations will be scored by the Evaluation Committee, and the scores shall be added to the scores for the proposal for each Proposer, to determine the Total Score for each Respondent. The criteria by which presentations will be scored will be provided to the shortlisted Respondents with the notification by the County. Scores for the interviews/presentations shall be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

M. NEGOTIATIONS & AWARD

Upon evaluation and final ranking of Proposals, including any interviews and/or presentations (if applicable), a Notice of Intent will be issued, expressing the County’s intent to move forward. The County is under no obligation to award a Contract as a result of this RFP. Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

It is the intent of the County to enter into negotiations with the top ranked firm, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked firm. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Respondent are unable to reach an agreement, the County shall cease negotiations with the top ranked firm, and shall initiate negotiations with the next successively ranked firm with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm in the rankings does not serve the best interest of the County.

In the event the negotiated costs for the Services exceed \$500,000, the negotiated Contract shall be presented to the Board of County Commissioners (“Board”) for approval to execute.

M. PROTEST PROCEDURES

Any actual Proposer who is aggrieved in connection with the Notice of Intent to Award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Assistant Director of Purchasing & Contracts. Protestor shall submit the Protest in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County intends to negotiate and, upon successful negotiations, award a General Services Contract, on a form provided by the County, for performance of the specified Services, for a Contract Term of five (5) calendar years.

Any contract(s) negotiated with any individual or firm responding to this RFP will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

In the event that a Contract is attached to the RFP, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to the RFP, it is expressly understood that the County’s preference/selection of any proposal does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County’s preference/selection of any proposal, contract negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent’s proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

It is expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County and the selected Proposer.

B. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records

of performance to ensure that the Contractor is continuing to provide sufficient financial support, services and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that Contractor no longer possesses the financial support, services and organization which would have been necessary during the RFP evaluation period in order to demonstrate appropriate capability to perform the required services.

C. TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination for default by the Contractor. In the event of the Contractor's default, County shall issue a Notice of Default, which shall articulate the specific duties and obligations for which the Contractor is in default, and the amount of time provided to the Contractor to cure such default. If the Contractor fails to cure the default, or to submit an acceptable plan to cure the default, as determined by the County, within the timeframe specified in the Notice of Default, the County may terminate the Contract for Cause, upon giving no less than seven (7) days written notice to Contractor.

In addition to the above, the County may terminate the Contract at any time, without cause, upon thirty (30) days written notice to the Contractor. The County may also terminate the Contract, due to lack of appropriation of sufficient funds.

E. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

F. LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in require licenses, permits, or certifications required for any portion of the required Services.

G. INSURANCE REQUIREMENTS

Respondent must include in the submitted Proposal, proof of at least the minimum coverage amounts in the type(s) of insurance policies as provided below. Failure to submit proof of current coverage or certification from a qualified insurance provider of the Respondent's ability to obtain the required coverages upon award may be grounds for Respondent being deemed non-responsive and removed from further consideration.

All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of the awarded Contract. No Work shall commence under the awarded Contract until Contractor has obtained all insurance coverages required by the Contract Documents. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by the Contract Documents. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

The types and amounts of insurance required under the Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of the Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in the Contract shall limit the Contractor to the minimum required

insurance coverages found in the Contract.

The term "Additional Insured" shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

Contractor shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Sub-Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under the Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

Contractor shall procure and maintain during the life of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

Contractor shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000. A four-year tail policy shall be required upon termination/cancellation of required Professional Liability Coverage. Contractor's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

Contractor shall require any sub-Contractors performing work under the awarded Contract to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under the Contract.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier sub-Contractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier sub-Contractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been

covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

H. INDEMNIFICATION

Contractor shall indemnify and hold harmless the County and its officers and employees (“Indemnified Party”), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor or other persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, Contractor further agrees that “damages, losses and costs”, includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of the Contract.

To the extent permitted by, and in accordance with Florida Statute § 725.08, for purposes of indemnity, the “persons employed or utilized by Contractor” shall be construed to include, but not be limited to, Contractor, its staff, employees, sub-Contractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

PART V: – ATTACHMENTS/FORMS

The required forms and attachments that each Respondent must complete, sign, have notarized and include as part of their submitted Proposal are on the following pages.

COVER PAGE

ST. JOHNS COUNTY PURCHASING DEPARTMENT
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

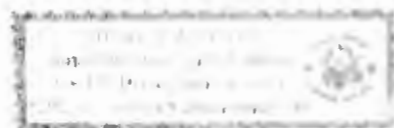
FULL LEGAL NAME OF PROPOSER: Southeastern Turf Grass Supply, Inc.

MAILING ADDRESS: 6942 Phillips Parkway Dr. N. Jacksonville, FL 32256

POINT OF CONTACT NAME & TITLE: Jonathan Wicker - President

CONTACT EMAIL ADDRESS: jcwicker@bellsouth.net

DATE: November 8th, 2023



RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Southeastern Turf Grass Supply (Respondent) being of lawful age and being duly sworn I, Jonathan Wicker (Affiant) as President (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this day of November 8th, 2023.

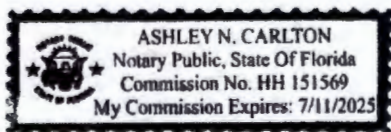
[Signature]
Signature of Affiant

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of November, 2023, by Affiant, who is personally known to me or has produced _____ as identification.

[Signature] Ashley Carlton
Notary Public
My Commission Expires: 7/11/2025



RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

ATTACHMENT "B"
PROPOSAL AFFIDAVIT

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

At the time the proposal is submitted, the Proposer shall attach to his proposal a sworn statement. The 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.

Before me, the undersigned authority, Jonathan Wicker (Affiant) who, being duly sworn, deposes and says he/she is President (Title) of Southeastern Turf Grass Supply (Proposer Firm) submitting the attached proposal for the services covered by the RFP documents for RFP No: 1468; Application/Spray Plan for Weed & Pest Control for St. Johns County Athletic Fields.

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent 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, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Southeastern Turf Grass Supply, Inc.
(Proposer Firm)

By [Signature]

(Affiant Signature)

Jonathan Wicker
AS President

(Printed Name & Title)

November 8, 2023

Date of Signature

STATE OF Florida

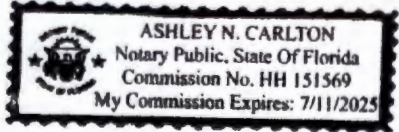
COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of November, 2023, by Affiant, who is personally known to me or has produced _____ as identification.

[Signature] Ashley Carlton

Notary Public

My Commission Expires: 7/11/2025



RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

ATTACHMENT "C"

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP NO: 1468; Weed & Pest Control Services for SJC 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 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.

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

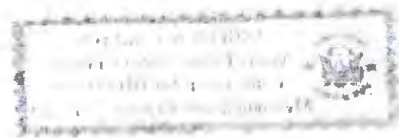


The undersigned Proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Full Legal Name of Proposer: Southeastern Turf Grass Supply, Inc.

Authorized Representative(s): By: [Signature] Jasmine Wicker
Signature Print Name/Title

Signature Print Name/Title



RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

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

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

Southeastern Turf Grass Supply, Inc. 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 Proposal 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 AS Perdet

November 8th, 2023
Date

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

**ATTACHMENT "E"
LOCAL PREFERENCE**

Proposers must complete and sign this Attachment "E" to indicate whether or not they qualify to receive local preference consideration in accordance with Section 16.3.1 of the SJC Purchasing Policy. All required documentation to demonstrate that the Proposer meets all qualification criteria as a local business must be included in the submitted proposal with this Attachment "E".

In order to qualify for local preference Proposer must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Proposer's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- For services and construction - must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-Contractors.

If qualifying for local preference through the use of qualified local sub-contractors, Proposer must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors for local preference consideration with the submitted proposal.

Proposer must select one of the following, and submit the supporting documentation, as applicable:

Proposer qualifies for Local Preferences in accordance with Section 16.3.1 _____

Proposer does not qualify for Local Preference in accordance with Section 16.3.1 X

By signing below, Proposer certifies that the selection made herein, and the documentation attached to support the selection is true and accurate, and that if seeking Local Preference, the Proposer meets the requirements as provided in Section 16.3.1, SJC Purchasing Policy.


Signature – Authorized Respondent Representative

Jonathan Wicks
AS: President
Printed Name & Title

November 8, 2023
Date of Signature

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

ATTACHMENT "F"
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 sub-Contractor) or been sued by or had a formal claim filed by an owner, sub-Contractor 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:

N/A

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.

N/A

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

N/A

4. Within the past 7 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.

N/A

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:

N/A

6. For all claims filed against your company within the past five (5) 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?

N/A

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

N/A

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:

N/A

(Use additional or supplemental pages as needed)

RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

ATTACHMENT "G"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Duval

I, Jonathan Wicker (Affiant), being duly authorized by and on behalf of Southeastern Turf Grass Supply, Inc. (Respondent) hereby swears or affirms as follows:

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP No: 1468 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any sub-Contractors performing work or providing services pursuant to the awarded Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-Contractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and sub-Contractors performing work under the awarded Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the awarded Agreement for which St. Johns County may immediately terminate the awarded Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 8th day of November, 2023.

[Signature]
Signature of Affiant

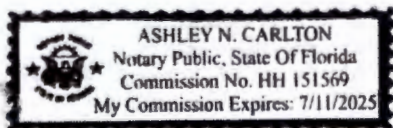
Jonathan Wicker
Printed Name of Affiant

Asst. President
Printed Title of Affiant

Southeastern Turf Grass Supply, Inc.
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 8th day of November, 2023, by Affiant, who is personally known to me or has produced _____ as identification.

[Signature] Ashley Carlton
Notary Public
My Commission Expires: 7/11/2025



RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

JESSICA LUNSFORD ACT FORM
ATTACHMENT "H"

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 Jonathan Wicker
(Print individual's name and title) as President

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

address is 6942 Phillips Parkway Dr. N.
Jacksonville, FL 32256

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

2. I, Jonathan Wicker as President, am duly authorized to make this sworn
statement on (Print individual's name and title)

behalf of Southeastern Turf Grass Supply, Inc.
(Print Name of entity submitting sworn statement)


3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act")
was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amended the background screening requirements of Section 1012.465, Florida Statutes (2004) for all
non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees
or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2
background screening", and further, I understand the Act defines "contractual personnel" to include any vendor, individual, or
entity under contract 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.
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.


 AS President
 (Signature)

Sworn to and subscribed before me this 8th day of November, 2023.

Personally known

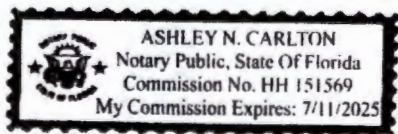
OR Produced Identification _____

Notary Public – State of Florida

My commission expires 7/11/2025 (Type of Identification) _____

 Ashley Carlton

(Printed typed or stamped commissioned name of notary public)



RFP NO: 1468; Weed & Pest Control Services for SJC Athletic Fields

**EXHIBIT "A"
Current List of Fields and Acres**

ITEM#	FIELD NAMES	AREA (ACRES)
1	Aberdeen	8
2	Cornerstone Park	10
3	Davis Park	34.5
4	Durbin Crossing	9
5	Fruit Cove School	5
6	Gamble Rogers Middle School	12
7	Hastings Football Field	2
8	Joe Pomar Park	6
9	Julington Creek Plantation	10
10	Landrum middle School Athletic Fields	9
11	Al Wilkie Baseball Field	.75
12	Mills Field	10
13	Nocatee Park	10
14	Osceola Elementary School	6
15	Pacetti Bay Middle School	2.5
16	Palencia Park	6
17	R.B Hunt Elementary School	6
18	Rivertown Park	10
19	Switzerland Middle School	5
20	Treaty Park	12
21	Veterans Park	25
22	West Augustine Park & Baseball Fields	9.75
23	Thompson Baker and Herbie Wiles Baseball Fields	1.5
24	Malcom Jones Field	.5
25	Rivertown Soccer Fields	.13
26	Ron Parker Multipurpose	.75
	Current Total Acres to be Treated	224.25



ST JOHNS COUNTY SCHOOL DISTRICT MASTER CALENDAR FOR 2023-2024 SCHOOL YEAR

EXHIBIT "B"

SJCSD Master Calendar

2023-2024sy

Board Approved 5-12-2020

July 2023

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

August 2023

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2023

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2023

M	T	W	T	F
2	3	4	5	6
9	10	11	12	
16	17	18	18	20
23	24	25	26	27
30	31			

1st Quarter = 46 days

November 2023

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2023

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20		22
25	26	27	28	29

2nd Quarter = 44 days

January 2024

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2024

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

March 2024

M	T	W	T	F
				1
4	5	6	7	
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

3rd Quarter = 43 days

April 2024

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

May 2024

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June 2024

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

4th Quarter = 47 days

Total 180 Days

8	Teacher Optional Planning
2	Teacher Planning (non-student day)
2	Teacher Inservice (non-student day)
1	Classes Resume
1	Student/Teacher Holiday
1	End of Quarter
1	No School


SEALED RFP MAILING LABEL

Cut along the outer border and affix this label to the exterior of envelope/container to identify as a "Sealed Proposal".

SEALED RFP • DO NOT OPEN	
SEALED RFP #:	RFP 1468
RFP TITLE:	Weed & Pest Control Services for SJC Athletic Fields
DUE DATE/TIME:	Thursday, November 9, 2023 No Later Than 4:00 PM EST
SUBMITTED BY:	_____
	Company Name

	Company Address

	Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine, FL 32084



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ADDENDUM #1

October 13, 2023

To: Prospective Proposers
From: St. Johns County Purchasing Division
Subject: RFP No 1468: Weed and Pest Control Services for SJC Athletic Fields

This Addendum #1 is issued for further Proposers information and is hereby incorporated into the RFP Documents. Each Proposers must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Proposal. Proposers must submit a copy of each signed addendum with their Proposal as provided in the RFP Documents.


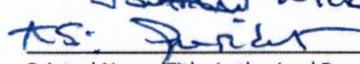
Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Is pricing from a previous vendor who performed these services available?
The annual price under the previous contract was \$142,018.28. Please note that the scope of work has changed from the previous contract to the current RFP.
2. Are measurements of the buildings needing services available?
There are no buildings in this RFP. This RFP is for the weed and pest control of SJC athletic fields.

SUBMITTAL DEADLINE FOR PROPOSALS REMAINS: THURSDAY, NOVEMBER 9, 2023, 4:00PM EST.

Proposer Acknowledgment:


Signature
James Wicks
AS: 
Printed Name/Title Authorized Representative
Southeastern Turf Grass Supply, Inc.
Respondent Company Name

END OF ADDENDUM NO. 1

Firm:

Southeastern Turf Grass Supply Inc.

Physical & Mailing Address:

6942 Phillips Parkway Dr. N.
Jacksonville, FL 32256

Telephone Number:

904-260-8565

Facsimile Number:

904-262-6733

Points Of Contact:

Billing Issues:

Ashley Carlton Office Manager
acarlton@setgs.com

Contract or Operations Issues:

Jonathan Wicker President
jwicker@setgs.com

Southeastern Turf Grass Supply (SETGS) is a private FL Corporation that was founded in 1978. SETGS started as distributor of basic chemical manufactures selling technical to sub registration manufacturers. In the mid 1980's SETGS started selling formulated products to commercial end users. In the late 1980's SETGS added custom application services to commercial end users. Since 2005 SETGS has focused more on custom application.

SETGS primary custom application business is servicing golf courses across the South, from Texas to North Carolina. SETGS does work as a trusted long-term partner of many stops featured on the PGA Tour. We also service select athletic field complexes including college and professional venues.

SETGS custom applies to over 12,000 acres annually, all on fine turf. SETGS does not work for homeowners or corporate landscape operations. SETGS business has grown organically by reputation and word of mouth. SETGS does not advertise.

SETGS is currently a certified applicator for QualiPro for both Fipronil and Oxidiazon 2G products, as such we will not subcontract any portion of this RFQ.

SETGS current non principal employees are all long-term ranging from 3 to 22 years.

SETGS has five application operators, one office manager, one account manager and two principals. SETGS has purposely remained small to insure quality employee and customer relationships.

SETGS has 5 computer controlled liquid sprayers and 14 computer assisted granular Positive Displacement Metering (PDM) applicators with various hopper sizes. The use of this application equipment to apply pesticides is currently the safest and most reliable granular and liquid pesticide application methods and why they are certified by chemical manufacturers.

SETGS has sufficient equipment and employees to service this RFP. SETGS has had no claims or liens since inception.

As a manufacturers distributor for almost 50 years SETGS has a depth of knowledge of the chemistries available in the T&O market and fully understands the application of those chemistries to maintain fine bermuda grass turf.

SETGS holds a State of Florida Pesticide Dealers License. This license allows SETGS to sell as a distributor pesticide's including Restricted Use Pesticides to commercial end users including but not limited to, PCO's, LCO's, Golf Courses, Municipalities, Agriculture, Roadside, Silviculture, Secondary Resale Operations, and others.

SETGS operators hold State of Florida commercial pesticide applicator licenses.

SETGS was the last full term, with all extensions exercised, provider to successfully service the County's fields. SETGS also corrected application/performance issues caused by other vendors who worked for the County in the years it was not the primary contract holder.

Jonathan Wicker, President of SETGS, has resided in NE St. Johns County since 1997 and has a direct interest in the parks in his community. He has served as President of youth athletic leagues that used SJC fields. His children played on St. Johns County Parks fields in youth sports, and they attended public high school in St. Johns County. Mr. Wicker has lived on the First Coast since 1971 so he has seen the population growth in the area. Mr. Wicker holds a Bachelor of Science in Agriculture from The University of Georgia with a dual major in Agricultural Economics and Turf Grass Management. He has over 30 years' experience helping to develop agronomic plans for SETGS customers.

SETGS RFP interest is to try and improve the public youth sports athletic fields in St. Johns County from where they are currently, to where we believe they could be as a premiere residential County in Florida. This goal will be achieved by working with the County's representatives to best steward resident taxpayer funds, of which Mr. Wicker is one.

One of the issues with athletic fields, specifically municipal, is the overuse of those facilities. Athletic fields are a public amenity not unlike a golf course. However, more people per capita utilize athletic fields than golf courses.

Golf course fairways are what athletic fields are most often compared to in discussions. However, because the use of youth athletic fields is typically concentrated into confined spaces the pressure that actually occurs on athletic field turf is greater than the fairways of golf courses.

The public expects municipal athletic fields to be weed and insect free, green, and adequately mowed. They desire the look they see on TV in college and professional sports fields, not unlike their desire to have public golf courses look like those featured on TV. We are very familiar with the inputs that go into the facilities shown on TV because we do application work for several of those venues.

The biggest issue facing most municipalities is how are public expectations achieved cost effectively? We believe to successfully achieve the public's desire, the inputs used must be evaluated as there are many ways to deliver pest control applications and some are detrimental in providing quality turf.

In Florida where we do not get killing freezes, insects and weeds must be managed year-round. Specifically in the NE Florida sub-climate we get semi-dormant turf conditions normally associated with wet weather for 2-3 months during the winter. The St. Johns' County fields are still used during that semi-dormant time and there is no recovery occurring with the warm season bermuda grass.

In other areas of the US where dormancy occurs fields get a break because it is too cold to use them, and sporting activities are moved indoors or not held at all. That is not the case in Florida where sports are held year-round. North of Orlando in the transition zone, we must not only treat for cool season transition weeds like Poa-anna but also warm season weeds like tropical signal grass and sedges. In Florida we must also treat annually for sod web worms, army worms, fire ants, grubs & mole crickets.

Because sports are held year-round on fields in Florida, those municipalities North of Orlando that have overused fields typically are fighting a multifaceted battle. Overuse coupled with three months of semi-dormancy where turf recovery is not occurring is a manageable but difficult process. We believe St. Johns County fields fall into this descriptive category.

In the past the County has sought maintenance for their fields under a lowest bidder model, via a vague bid specification that allowed for significant vendor interpretation and limited County staff input once awarded. The County allowed the awarded vendor to develop a pricing and application model with no input from County staff on what chemicals were used on their properties. That process did not necessarily suit the long-term stewardship for the landowner, the taxpayers of the County, especially if the vendor chose to consistently use cheaper inputs to maximize return. In pesticide selection there is typically a direct correlation between cost and damage, the cheaper the input typically the stronger the negative reaction of desirable turf.

It is important to remember that herbicide inputs are similar to chemotherapy, they must be applied at sufficient rates to kill the undesired pests. However, overusing them will stress healthy turf and can even kill weak overused turf. When turf is stressed due to overuse then a herbicide "safener" product is recommended. Our RFP has these products. We believe the key for overused turf health is to continually strengthen plant health with proven high value products to help mitigate stresses both environmental, chemical and mechanical.

SETGS and Mr. Wicker welcome the opportunity to discuss its agronomic & pricing theory in this RFP if we are fortunate enough to move forward under the review process.

St. Johns County Parks			
Acres	RFP Cost Summary For All Applications		
224.25	5 Year Projected Cost Of RFP		\$ 1,417,634
Applications	Blanket	Spot	Total
2024 Cost	\$ 241,599	\$ 71,089	\$ 312,688
2025 Cost	\$ 235,146	\$ 58,848	\$ 293,994
2026 Cost	\$ 221,776	\$ 54,301	\$ 276,077
2027 Cost	\$ 226,027	\$ 47,134	\$ 273,162
2028 Cost	\$ 209,988	\$ 51,725	\$ 261,713
Total	\$1,134,537	\$ 283,097	\$ 1,417,634

Recommended Budget Amount For 5 Years	\$ 1,563,442
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St. Johns County						
RFP Cost Breakdown For Blanket Application 2024						
Blanket Application						
Acres	224.25					
January Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Specticle Flowable	6	Ounces	1346	\$ 21,351	Pre-Emerge	
MSM	0.75	Ounces	168	\$ 925	Post Emerge Broadleaf Weeds	
TiMac NoStunt	16	Ounces	3588	\$ 4,625	Root Development & Surfactant	
Labor	8	Man Day	8	\$ 13,780		
				Application Cost	\$ 40,682	
February Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Fipronil .01G <i>Includes Labor</i>	25	Pounds	5606	\$ 35,880	Mole Crickets & Fire Ants	
				Application Cost	\$ 35,880	
April Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298	\$ 5,282	Pre-Emerge	
Certainty	2	Ounces	449	\$ 38,154	Post Emerge Poa & Sedges	
MSM	0.4	Ounces	90	\$ 493	Post Emerge Broadleaf Weeds	
TiMac NoStunt	16	Ounces	3588	\$ 18	Root Development & Surfactant	
Imidacloprid 2F	25	Ounces	5606	\$ 2,344	Insecticide Grubs	
Labor	8	Man Day	8	\$ 13,780		
				Application Cost	\$ 60,071	
June Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
UpEnd AquaCap	64	Ounces	14352	\$ 4,625	Pre-Emerge	
Sulfentrazone 4SC	8	Ounces	1794	\$ 5,596	Post Emerge Broadleaf Weeds Grassy Weeds Sedges	
TiMac NoStunt	16	Ounces	3588	\$ 4,625	Root Development & Surfactant	
UpStarGold	16	Ounces	3588	\$ 825	Insecticide Mites & Sod Web Worms	
Labor	8	Man Day	8	\$ 13,780		
				Application Cost	\$ 29,452	
August Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
UpEnd AquaCap	64	Ounces	14352	\$ 4,625	Pre-Emerge	
Sedgehammer	1.33	Ounces	298	\$ 11,039	Post Emerge Broadleaf Weeds Grassy Weeds Sedges	
TiMac NoStunt	16	Ounces	3588	\$ 4,625	Root Development & Surfactant	
Sulfentrazone 4SC	4	Ounces	897	\$ 2,798	Post Emerge Broadleaf Weeds	
MSM	0.4	Ounces	90	\$ 493	Post Emerge Broadleaf Weeds	
UpStarGold	16	Ounces	3588	\$ 825	Insecticide Mites & Army Worms	
Labor	8	Man Day	8	\$ 13,780		
				Application Cost	\$ 38,185	
November Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Specticle Flowable	4	Ounces	897	\$ 14,234	Pre-Emerge	
Sulfentrazone 4SC	6	Ounces	1346	\$ 4,197	Post Emerge Broadleaf Weeds	
MSM	0.4	Ounces	90	\$ 493	Post Emerge Broadleaf Weeds	
TiMac NoStunt	16	Ounces	3588	\$ 4,625	Root Development & Surfactant	
Labor	8	Man Day	8	\$ 13,780		
				Application Cost	\$ 37,330	
Total Blanket Costs		\$ 241,599	Total Labor		\$ 68,900	
			Total Material		\$ 172,699	

**St. Johns County
RFP Cost Breakdown For Projected Spot Spray Applications 2024**

February Spot						March Spot					
Application Acres	Rate Per Acre	Broadleaf Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target
Triad	32	Ounces	1280	\$ 267	Broadleaf Weeds	Liquid Quinclorac	64	Ounces	2560	\$ 1,914	Post Emerge
MSM	0.25	Ounces	10	\$ 55	Broadleaf Weeds	Methylated Seed Oil	8	Ounces	320	\$ 149	Emulsifying Surfactant
Sulfentrazone	2	Ounces	80	\$ 250	Broadleaf Weeds	TiMac NoStunt	16	Ounces	640	\$ 825	Root Development & Surfactant
Spreader Sticker	8	Ounces	320	\$ 57	Emulsifying Surfactant	Labor	3	Man Day	3	\$ 5,168	
TiMac NoStunt	16	Ounces	640	\$ 825	Root Development & Surfactant	Application Cost \$ 8,055					
Labor	3	Man Day	3	\$ 5,168							
Application Cost \$ 6,621											
July Spot						June Spot					
Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Grassy Weeds Unit of Measure	Units Needed	Unit Cost	Target
Liquid Quinclorac	64	Ounces	2560	\$ 1,914	Post Emerge	Tribute Total	3	Ounces	180	\$ 12,159	Post Emerge
Methylated Seed Oil	8	Ounces	320	\$ 149	Emulsifying Surfactant	Methylated Seed Oil	8	Ounces	480	\$ 223	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	640	\$ 825	Root Development & Surfactant	TiMac NoStunt	16	Ounces	960	\$ 1,238	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,168		Labor	5	Man Day	5	\$ 8,613	
Application Cost \$ 8,055						Application Cost \$ 22,232					
August Spot						September Spot					
Application Acres	Rate Per Acre	Grassy Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Army Worms Unit of Measure	Units Needed	Unit Cost	Target
Tribute Total	3	Ounces	180	\$ 12,159	Post Emerge	Bifenthrin	8	Ounces	160	\$ 37	Insecticide Army Worms
Methylated Seed Oil	8	Ounces	480	\$ 223	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 413	Root Development & Surfactant
TiMac NoStunt	16	Ounces	960	\$ 1,238	Root Development & Surfactant	Labor	2	Man Day	2	\$ 3,445	
Labor	5	Man Day	5	\$ 8,613		Application Cost \$ 3,894					
Application Cost \$ 22,232											
Spot Spray Totals \$ 71,089		Total Labor \$ 36,173		Total Material \$ 34,916		<i>All Mole Crickets Retreats Are Performed At No Charge Under Fipronil Plan</i>					

St. Johns County RFP Cost Breakdown For Blanket Application 2025						
Blanket Application						
Acres	224.25					
Blanket	Rate Per	Unit of	Units	Unit Cost	Target	
	Acre	Measure	Needed			
January Blanket						
Specticle Flowable	4	Ounces	897	\$ 14,661	Pre-Emerge	
					Post Emerge	
MSM	0.75	Ounces	168	\$ 953	Broadleaf Weeds	
					Root Development &	
TiMac NoStunt	16	Ounces	3588	\$ 4,764	Surfactant	
Labor	8	Man Day	8	\$ 14,331		
				Application Cost	\$ 34,709	
February Blanket						
					Mole Crickets & Fire	
Fipronil .01G	25	Pounds	5606	\$ 35,880	Ants	
				Application Cost	\$ 35,880	
				<i>Includes Labor</i>		
April Blanket						
					Post Emerge Poa &	
Prodiamene .65DF	1.33	Pounds	298.3	\$ 5,441	Sedges	
					Root Development &	
Certainty	1.33	Ounces	298.3	\$ 26,133	Surfactant	
					Insecticide Grubs	
TiMac NoStunt	16	Ounces	3588.0	\$ 4,764		
Imidacloprid 2F	25	Ounces	5606.3	\$ 2,414		
Labor	8	Man Day	8.0	\$ 14,331		
				Application Cost	\$ 53,083	
June Blanket						
					Pre-Emerge	
UpEnd AquaCap	64	Ounces	14352	\$ 4,764		
					Post Emerge	
					Broadleaf Weeds	
					Grassy Weeds	
Sulfentrazone 4SC	8	Ounces	1794	\$ 5,764	Sedges	
					Root Development &	
TiMac NoStunt	16	Ounces	3588	\$ 4,764	Surfactant	
					Insecticide Mites &	
UpStarGold	16	Ounces	3588	\$ 850	Sod Web Worms	
Labor	8	Man Day	8	\$ 14,331		
				Application Cost	\$ 30,473	
August Blanket						
					Pre-Emerge	
UpEnd AquaCap	64	Ounces	14352	\$ 4,764		
					Post Emerge	
					Broadleaf Weeds	
					Grassy Weeds	
Sedgehammer	1.33	Ounces	298	\$ 11,370	Sedges	
					Root Development &	
TiMac NoStunt	16	Ounces	3588	\$ 4,764	Surfactant	
					Post Emerge	
Sulfentrazone 4SC	4	Ounces	897	\$ 2,882	Broadleaf Weeds	
					Insecticide Mites &	
UpStarGold	16	Ounces	3588	\$ 850	Army Worms	
Labor	8	Man Day	8	\$ 14,331		
				Application Cost	\$ 38,961	
November Blanket						
					Pre-Emerge	
Specticle Flowable	6	Ounces	1346	\$ 21,992		
					Post Emerge	
					Broadleaf Weeds	
MSM	0.75	Ounces	168	\$ 953		
					Root Development &	
TiMac NoStunt	16	Ounces	3588	\$ 4,764	Surfactant	
Labor	8	Man Day	8	\$ 14,331		
				Application Cost	\$ 42,040	
Total Blanket Costs				\$ 235,146	Total Labor	\$ 71,656
					Total Material	\$ 163,490

**St. Johns County
RFP Cost Breakdown For Projected Spot Spray Applications 2025**

February Spot						March Spot					
Application Acres	Rate Per Acre	Broadleaf Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target
Triad	32	Ounces	1280	\$ 275	Broadleaf Weeds	Liquid Quinclorac	64	Ounces	1920	\$ 1,479	Post Emerge
Spreader Sticker	8	Ounces	320	\$ 59	Emulsifying Surfactant	Methylated Seed Oil	8	Ounces	240	\$ 115	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	640	\$ 850	Root Development & Surfactant	TiMac NoStunt	16	Ounces	480	\$ 637	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,374		Labor	3	Man Day	3	\$ 5,374	
Application Cost \$ 6,558						Application Cost \$ 7,605					
July Spot						June Spot					
Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Grassy Weeds Unit of Measure	Units Needed	Unit Cost	Target
Liquid Quinclorac	64	Ounces	1920	\$ 1,479	Post Emerge	Tribute Total	3	Ounces	120	\$ 8,349	Post Emerge
Methylated Seed Oil	8	Ounces	240	\$ 115	Emulsifying Surfactant	Methylated Seed Oil	8	Ounces	320	\$ 153	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	480	\$ 637	Root Development & Surfactant	TiMac NoStunt	16	Ounces	640	\$ 850	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,374		Labor	4	Man Day	4	\$ 7,166	
Application Cost \$ 7,605						Application Cost \$ 16,517					
August Spot						September Spot					
Application Acres	Rate Per Acre	Grassy Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Army Worms Unit of Measure	Units Needed	Unit Cost	Target
Tribute Total	3	Ounces	120	\$ 8,349	Post Emerge	Bifenthrin	8	Ounces	160	\$ 38	Insecticide Army Worms
Methylated Seed Oil	8	Ounces	320	\$ 153	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 425	Root Development & Surfactant
TiMac NoStunt	16	Ounces	640	\$ 850	Root Development & Surfactant	Labor	2	Man Day	2	\$ 3,583	
Labor	4	Man Day	4	\$ 7,166		Application Cost \$ 4,046					
Application Cost \$ 16,517											
Spot Spray Totals \$ 58,848		Total Labor \$ 34,037				<i>All Mole Crickets Retreats Are Performed At No Charge Under Fipronil Plan</i>					
		Total Material \$ 24,811									

St. Johns County						
RFP Cost Breakdown For Blanket Application 2026						
Blanket Application						
Acres	224.25					
January Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298	\$ 5,604	Pre-Emerge	
					Post Emerge	
MSM	0.75	Ounces	168	\$ 981	Broadleaf Weeds	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,907		
Labor	8	Man Day	8	\$ 14,904		
				Application Cost	\$ 26,396	
February Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Fipronil .01G	25	Pounds	5606	\$ 35,880	Mole Crickets & Fire Ants	
<i>Includes Labor</i>				Application Cost	\$ 35,880	
April Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Dimension 2EW	32	Ounces	7176	\$ 15,725	Pre-Emerge	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,907		
Imidacloprid 2F	25	Ounces	5606	\$ 2,487	Insecticide Grubs	
Labor	8	Man Day	8	\$ 14,904		
				Application Cost	\$ 38,023	
June Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Dimension 2EW	28	Ounces	6279	\$ 13,759	Pre-Emerge	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,907		
					Insecticide Mites & Sod Web Worms	
UpStarGold	16	Ounces	3588	\$ 875		
Labor	8	Man Day	8	\$ 14,904		
				Application Cost	\$ 34,445	
August Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Take Break No Pre Spray Post November	0	Ounces	0	\$ -	Pre-Emerge Break	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,907		
					Post Emerge	
Sulfentrazone 4SC	12	Ounces	2691	\$ 8,906	Broadleaf Weeds	
					Insecticide Mites & Army Worms	
UpStarGold	16	Ounces	3588	\$ 875		
Labor	8	Man Day	8	\$ 14,904		
				Application Cost	\$ 29,592	
November Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298	\$ 5,604	Pre-Emerge	
Certainty	1.33	Ounces	298	\$ 26,917	Post Emerge Poa	
					Post Emerge	
Sulfentrazone 4SC	6	Ounces	1346	\$ 4,453	Broadleaf Weeds	
					Post Emerge	
MSM	0.5	Ounces	112	\$ 654	Broadleaf Weeds	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,907		
Labor	8	Man Day	8	\$ 14,904		
				Application Cost	\$ 57,440	
Total Blanket Costs		\$ 221,776		Total Labor		\$ 74,522
				Total Material		\$ 147,254

**St. Johns County
RFP Cost Breakdown For Projected Spot Spray Applications 2026**

February Spot						March Spot					
Application Acres	Rate Per Acre	Broadleaf Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target
Triad	32	Ounces	960	\$ 212	Broadleaf Weeds	Liquid Quinlorac	64	Ounces	1280	\$ 1,015	Post Emerge
Spreader Sticker	8	Ounces	240	\$ 46	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces	160	\$ 79	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	480	\$ 656	Root Development & Surfactant	TiMac NoStunt	16	Ounces	320	\$ 438	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,589		Labor	3	Man Day	3	\$ 5,589	
Application Cost \$ 6,503						Application Cost \$ 7,121					
July Spot						June Spot					
Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Grassey Weeds Unit of Measure	Units Needed	Unit Cost	Target
Liquid Quinlorac	64	Ounces	1280	\$ 1,015	Post Emerge	Tribute Total	3	Ounces	90	\$ 6,450	Post Emerge
Metholated Seed Oil	8	Ounces	160	\$ 79	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces	240	\$ 118	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	320	\$ 438	Root Development & Surfactant	TiMac NoStunt	16	Ounces	480	\$ 656	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,589		Labor	4	Man Day	4	\$ 7,452	
Application Cost \$ 7,121						Application Cost \$ 14,677					
August Spot						September Spot					
Application Acres	Rate Per Acre	Grassey Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Army Worms Unit of Measure	Units Needed	Unit Cost	Target
Tribute Total	3	Ounces	90	\$ 6,450	Post Emerge	Bifenthrin	8	Ounces	160	\$ 39	Insecticide Army Worms
Metholated Seed Oil	8	Ounces	240	\$ 118	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 438	Root Development & Surfactant
TiMac NoStunt	16	Ounces	480	\$ 656	Root Development & Surfactant	Labor	2	Man Day	2	\$ 3,726	
Labor	4	Man Day	4	\$ 7,452		Application Cost \$ 4,203					
Application Cost \$ 14,677											
Spot Spray Totals \$ 54,301		Total Labor \$ 35,398		Total Material \$ 18,903		<i>All Mole Crickets Retreats Are Performed At No Charge Under Fipronil Plan</i>					

St. Johns County						
RFP Cost Breakdown For Blanket Application 2027						
Blanket Application						
Acres	224.25					
January Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298	\$ 5,772	Pre-Emerge	
MSM	0.75	Ounces	168	\$ 1,011	Post Emerge Broadleaf Weeds	
TiMac NoStunt	16	Ounces	3588	\$ 5,054	Root Development & Surfactant	
Labor	8	Man Day	8	\$ 15,501		
Application Cost				\$ 27,337		
February Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Fipronil .01G	25	Pounds	5606	\$ 35,880	Mole Crickets & Fire Ants	
<i>Includes Labor</i>				Application Cost	\$ 35,880	
April Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Tower	32	Ounces	7176	\$ 22,313	Pre-Emerge	
TiMac NoStunt	16	Ounces	3588	\$ 5,054	Root Development & Surfactant	
Imidacloprid 2F	25	Ounces	5606	\$ 2,561	Insecticide Grubs	
Labor	8	Man Day	8	\$ 15,501		
Application Cost				\$ 45,429		
June Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Tower	32	Ounces	7176	\$ 22,313	Pre-Emerge	
TiMac NoStunt	16	Ounces	3588	\$ 5,054	Root Development & Surfactant	
UpStarGold	16	Ounces	3588	\$ 901	Insecticide Mites & Sod Web Worms	
Labor	8	Man Day	8	\$ 15,501		
Application Cost				\$ 43,769		
August Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
UpEnd AquaCap	64	Ounces	14352	\$ 5,054	Pre-Emerge	
TiMac NoStunt	16	Ounces	3588	\$ 5,054	Root Development & Surfactant	
Sulfentrazone 4SC	12	Ounces	2691	\$ 9,173	Post Emerge Broadleaf Weeds	
UpStarGold	16	Ounces	3588	\$ 11,156	Insecticide Mites & Army Worms	
Labor	8	Man Day	8	\$ 15,501		
Application Cost				\$ 45,938		
November Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298	\$ 5,772	Pre-Emerge	
MSM	1	Ounces	224	\$ 1,348	Post Emerge Broadleaf Weeds	
TiMac NoStunt	16	Ounces	3588	\$ 5,054	Root Development & Surfactant	
Labor	8	Man Day	8	\$ 15,501		
Application Cost				\$ 27,674		
Total Blanket Costs		\$ 226,027	Total Labor		\$ 77,503	
			Total Material		\$ 148,524	

**St. Johns County
RFP Cost Breakdown For Projected Spot Spray Applications 2027**

Application Acres 20 Broadleaf Weeds						Application Acres 20 Torpedo Grass					
February Spot	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	March Spot	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
Triad	32	Ounces	\$ 640	\$ 146	Broadleaf Weeds	Liquid Quinclorac	64	Ounces	1280	\$ 1,046	Post Emerge
Spreader Sticker	8	Ounces	\$ 160	\$ 31	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces	160	\$ 81	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	\$ 320	\$ 451	Root Development & Surfactant	TiMac NoStunt	16	Ounces	320	\$ 451	Root Development & Surfactant
Labor	3	Man Day	\$ 3	\$ 5,813		Labor	3	Man Day	3	\$ 5,813	
Application Cost \$ 6,441						Application Cost \$ 7,390					
Application Acres 20 Torpedo Grass						Application Acres 20 Grassey Weeds					
July Spot	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	June Spot	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
Liquid Quinclorac	64	Ounces	1280	\$ 1,046	Post Emerge	Tribute Total	3	Ounces	60	\$ 4,429	Post Emerge
Metholated Seed Oil	8	Ounces	160	\$ 81	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces	160	\$ 81	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	320	\$ 451	Root Development & Surfactant	TiMac NoStunt	16	Ounces	320	\$ 451	Root Development & Surfactant
Labor	3	Man Day	3	\$ 5,813		Labor	3	Man Day	3	\$ 5,813	
Application Cost \$ 7,390						Application Cost \$ 10,773					
Application Acres 20 Grassey Weeds						Application Acres 20 Army Worms					
August Spot	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	September Spot	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
Tribute Total	3	Ounces	60	\$ 4,429	Post Emerge	Bifenthrin	8	Ounces	160	\$ 40	Insecticide Army Worms
Metholated Seed Oil	8	Ounces	160	\$ 81	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 451	Root Development & Surfactant
TiMac NoStunt	16	Ounces	320	\$ 451	Root Development & Surfactant	Labor	2	Man Day	2	\$ 3,875	
Labor	3	Man Day	3	\$ 5,813		Application Cost \$ 4,366					
Application Cost \$ 10,773											
Spot Spray Totals \$ 47,134			Total Labor \$ 32,939			<i>All Mole Crickets Retreats Are Performed At No Charge Under Flpronil Plan</i>					
			Total Material \$ 14,195								

St. Johns County						
RFP Cost Breakdown For Blanket Application 2028						
Blanket Application						
Acres	224.25					
January Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Skip						
Give Fields A Rest						
Labor	0	Man Day	0	\$ -		
				Application Cost	\$ -	
February Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Fipronil .01G	25	Pounds	5606	\$ 35,880		Mole Crickets & Fire Ants
<i>Includes Labor</i>				Application Cost	\$ 35,880	
April Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298	\$ 5,945		Pre-Emerge
Sulfentrazone 4SC	8	Ounces	1794	\$ 6,299		Post Emerge Poa & Sedges
TiMac NoStunt	16	Ounces	3588	\$ 5,206		Root Development & Surfactant
Imidacloprid 2F	25	Ounces	5606	\$ 2,638		Insecticide Grubs
Labor	8	Man Day	8	\$ 16,121		
				Application Cost	\$ 36,208	
June Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
UpEnd AquaCap	64	Ounces	14352	\$ 5,206		Pre-Emerge
Sulfentrazone 4SC	8	Ounces	1794	\$ 6,299		Post Emerge Broadleaf Weeds Grassy Weeds Sedges
TiMac NoStunt	16	Ounces	3588	\$ 5,206		Root Development & Surfactant
UpStarGold	16	Ounces	3588	\$ 928		Insecticide Mites & Sod Web Worms
Labor	8	Man Day	8	\$ 16,121		
				Application Cost	\$ 33,759	
August Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
UpEnd AquaCap	64	Ounces	14352	\$ 5,206		Pre-Emerge
TiMac NoStunt	16	Ounces	3588	\$ 5,206		Root Development & Surfactant
MSM	0.75	Ounces	168	\$ 1,041		Post Emerge Broadleaf Weeds
Sulfentrazone 4SC	2	Ounces	449	\$ 1,043		Post Emerge Broadleaf Weeds
UpStarGold	16	Ounces	3588	\$ 928		Insecticide Mites & Army Worms
Labor	8	Man Day	8	\$ 16,121		
				Application Cost	\$ 29,544	
November Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Specticle Flowable	4	Ounces	897	\$ 16,021		Pre-Emerge
MSM	0.75	Ounces	168	\$ 1,041		Post Emerge Broadleaf Weeds
TiMac NoStunt	16	Ounces	3588	\$ 5,206		Root Development & Surfactant
Labor	8	Man Day	8	\$ 16,121		
				Application Cost	\$ 38,388	
Total Blanket Costs				\$ 209,988	Total Labor	\$ 64,483
					Total Material	\$ 145,505

**St. Johns County
RFP Cost Breakdown For Projected Spot Spray Applications 2028**

February Spot						March Spot					
Application Acres	Rate Per Acre	Broadleaf Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target
Triad	32	Ounces	1280	\$ 300	Broadleaf Weeds	Liquid Quinclorac	64	Ounces	1280	\$ 1,077	Post Emerge
MSM	0.75	Ounces	30	\$ 186	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces	160	\$ 84	Emulsifying Surfactant
Spreader Sticker	8	Ounces	320	\$ 65	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 464	Root Development & Surfactant
TiMac NoStunt	16	Ounces	640	\$ 929	Root Development & Surfactant	Labor	3	Man Day	3	\$ 6,045	
Labor	4	Man Day	4	\$ 8,060		Application Cost \$ 7,670					
Application Cost \$ 9,539											
July Spot						June Spot					
Application Acres	Rate Per Acre	Torpedo Grass Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Grassey Weeds Unit of Measure	Units Needed	Unit Cost	Target
Liquid Quinclorac	64	Ounces	1280	\$ 1,077	Post Emerge	Tribute Total	3	Ounces	60	\$ 4,562	Post Emerge
Metholated Seed Oil	8	Ounces	160	\$ 84	Emulsifying Surfactant	Metholated Seed Oil	8	Ounces	160	\$ 84	Emulsifying Surfactant
TiMac NoStunt	16	Ounces	320	\$ 464	Root Development & Surfactant	TiMac NoStunt	16	Ounces	320	\$ 464	Root Development & Surfactant
Labor	3	Man Day	3	\$ 6,045		Labor	3	Man Day	3	\$ 6,045	
Application Cost \$ 7,670						Application Cost \$ 11,155					
August Spot						September Spot					
Application Acres	Rate Per Acre	Grassey Weeds Unit of Measure	Units Needed	Unit Cost	Target	Application Acres	Rate Per Acre	Army Worms Unit of Measure	Units Needed	Unit Cost	Target
Tribute Total	3	Ounces	60	\$ 4,562	Post Emerge	Bifenthrin	8	Ounces	160	\$ 41	Insecticide Army Worms
Metholated Seed Oil	8	Ounces	160	\$ 84	Emulsifying Surfactant	TiMac NoStunt	16	Ounces	320	\$ 464	Root Development & Surfactant
TiMac NoStunt	16	Ounces	320	\$ 464	Root Development & Surfactant	Labor	2	Man Day	2	\$ 4,030	
Labor	3	Man Day	3	\$ 6,045		Application Cost \$ 4,536					
Application Cost \$ 11,155						<i>All Mole Crickets Retreats Are Performed At No Charge Under Flpronil Plan</i>					
Spot Spray Totals \$ 51,725				Total Labor \$ 36,271							
				Total Material \$ 15,454							

Material Costs															224.25		
*Product	Spray Unit Of Measure	Unit Of Sale	Base Cost Per UOS With 10% Margin 2024	Unit Cost 2024	Planned 3% Increase 2025	Unit Cost 2025	Planned 3% Increase 2026	Unit Cost 2026	Planned 3% Increase 2027	Unit Cost 2027	Planned 3% Increase 2028	Unit Cost 2028	2024 - 2029	2024 - 2029	Notes	Average Per One Acre Cost	Average Blanket Application Cost Based On Acres Above
													Average Projected UOS Cost	Average Projected UOM Cost			
Specticale Flo	Ounce	1 Gallon Jug	\$ 2,031.20	\$ 15.87	\$ 2,092.14	\$ 16.34	\$ 2,154.90	\$ 16.84	\$ 2,219.55	\$ 17.34	\$ 2,286.13	\$ 17.86	\$ 2,156.78	\$ 16.85	Agency	\$ 101.10	\$ 22,671.50
MSM	Ounce	8 Ounce Bottle	\$ 44.00	\$ 5.50	\$ 45.32	\$ 5.67	\$ 46.68	\$ 5.83	\$ 48.08	\$ 6.01	\$ 49.52	\$ 6.19	\$ 46.72	\$ 5.84		\$ 2.34	\$ 523.85
TiMac NoStunt	Ounce	2.5 Gallon Jug	\$ 412.50	\$ 1.29	\$ 424.88	\$ 1.33	\$ 437.62	\$ 1.37	\$ 450.75	\$ 1.41	\$ 464.27	\$ 1.45	\$ 438.00	\$ 1.37		\$ 21.90	\$ 4,911.12
Prodiamene .65DF	Pound	5 Pound Jug	\$ 88.55	\$ 17.71	\$ 91.21	\$ 18.24	\$ 93.94	\$ 18.79	\$ 96.76	\$ 19.35	\$ 99.66	\$ 19.93	\$ 94.02	\$ 18.80		\$ 25.01	\$ 5,608.63
Certainty	Ounce	1.25 Ounce Bottle	\$ 106.34	\$ 85.07	\$ 109.53	\$ 87.62	\$ 112.81	\$ 90.25	\$ 116.20	\$ 92.96	\$ 119.68	\$ 95.75	\$ 112.91	\$ 90.33		\$ 180.66	\$ 40,512.65
Imdacloprid 2F	Ounce	1 Gallon Jug	\$ 53.52	\$ 0.42	\$ 55.12	\$ 0.43	\$ 56.77	\$ 0.44	\$ 58.48	\$ 0.46	\$ 60.23	\$ 0.47	\$ 56.82	\$ 0.44		\$ 11.10	\$ 2,488.81
UpEnd AquaCap	Ounce	2.5 Gallon Jug	\$ 103.13	\$ 0.32	\$ 106.22	\$ 0.33	\$ 109.41	\$ 0.34	\$ 112.69	\$ 0.35	\$ 116.07	\$ 0.36	\$ 109.50	\$ 0.34		\$ 21.90	\$ 4,911.12
Sulfentrazone 4SC	Ounce	2.5 Gallon Jug	\$ 998.25	\$ 3.12	\$ 1,028.20	\$ 3.21	\$ 1,059.04	\$ 3.31	\$ 1,090.81	\$ 3.41	\$ 1,123.54	\$ 3.51	\$ 1,059.97	\$ 3.31		\$ 26.50	\$ 5,942.45
Dimension 2EW	Ounce	2.5 Gallon Jug	\$ 660.96	\$ 2.07	\$ 680.79	\$ 2.13	\$ 701.22	\$ 2.19	\$ 722.25	\$ 2.26	\$ 743.92	\$ 2.32	\$ 701.83	\$ 2.19		\$ 70.18	\$ 15,738.49
Tower	Ounce	2.5 Gallon Jug	\$ 995.00	\$ 3.11	\$ 995.00	\$ 3.11	\$ 995.00	\$ 3.11	\$ 995.00	\$ 3.11	\$ 995.00	\$ 3.11	\$ 995.00	\$ 3.11	Agency	\$ 99.50	\$ 22,312.88
UpStar Gold	Ounce	1 Gallon Jug	\$ 29.43	\$ 0.23	\$ 30.31	\$ 0.24	\$ 31.22	\$ 0.24	\$ 32.15	\$ 0.25	\$ 33.12	\$ 0.26	\$ 31.24	\$ 0.24		\$ 9.76	\$ 2,189.54
Carbaryl 4L	Ounce	2.5 Gallon Jug	\$ 75.90	\$ 0.24	\$ 78.18	\$ 0.24	\$ 80.52	\$ 0.25	\$ 82.94	\$ 0.26	\$ 85.43	\$ 0.27	\$ 80.59	\$ 0.25		\$ 16.12	\$ 3,614.58
Lamda Cy EC	Ounce	1 Gallon Jug	\$ 49.50	\$ 0.39	\$ 50.99	\$ 0.40	\$ 52.51	\$ 0.41	\$ 54.09	\$ 0.42	\$ 55.71	\$ 0.44	\$ 52.56	\$ 0.41		\$ 13.14	\$ 2,946.67
Metricor (Syncor)	Ounce	10 Pound Bag	\$ 140.25	\$ 0.88	\$ 144.46	\$ 0.90	\$ 148.79	\$ 0.93	\$ 153.25	\$ 0.96	\$ 157.85	\$ 0.99	\$ 148.92	\$ 0.93		\$ 5.58	\$ 1,252.33
Simazene 4L	Ounce	2.5 Gallon Jug	\$ 88.00	\$ 0.28	\$ 90.64	\$ 0.28	\$ 93.36	\$ 0.29	\$ 96.16	\$ 0.30	\$ 99.04	\$ 0.31	\$ 93.44	\$ 0.29		\$ 9.34	\$ 2,095.41
Glyphosate	Ounce	2.5 Gallon Jug	\$ 81.13	\$ 0.25	\$ 83.56	\$ 0.26	\$ 86.07	\$ 0.27	\$ 88.65	\$ 0.28	\$ 91.31	\$ 0.29	\$ 86.14	\$ 0.27		\$ 1.08	\$ 241.46
Basagran	Ounce	1 Gallon Jug	\$ 66.00	\$ 0.52	\$ 67.98	\$ 0.53	\$ 70.02	\$ 0.55	\$ 72.12	\$ 0.56	\$ 74.28	\$ 0.58	\$ 70.08	\$ 0.55		\$ 17.52	\$ 3,928.89
Halo .75 (Sedgehammer)	Ounce	1.33 Ounce Bottle	\$ 49.23	\$ 37.01	\$ 50.70	\$ 38.12	\$ 52.22	\$ 39.27	\$ 53.79	\$ 40.44	\$ 55.40	\$ 41.66	\$ 52.27	\$ 39.30		\$ 52.27	\$ 11,721.20
Triad	Ounce	2.5 Gallon Jug	\$ 66.69	\$ 0.21	\$ 68.69	\$ 0.21	\$ 70.75	\$ 0.22	\$ 72.87	\$ 0.23	\$ 75.06	\$ 0.23	\$ 70.81	\$ 0.22	Spot Only	\$ 7.08	Spot Only
Clash	Ounce	2.5 Gallon Jug	\$ 203.50	\$ 0.64	\$ 209.61	\$ 0.66	\$ 215.89	\$ 0.67	\$ 222.37	\$ 0.69	\$ 229.04	\$ 0.72	\$ 216.08	\$ 0.68	Spot Only	\$ 4.05	Spot Only
2-4D Amine	Ounce	1 Gallon Jug	\$ 25.14	\$ 0.20	\$ 25.89	\$ 0.20	\$ 26.67	\$ 0.21	\$ 27.47	\$ 0.21	\$ 28.29	\$ 0.22	\$ 26.69	\$ 0.21	Spot Only	\$ 6.67	Spot Only
Spreader Sticker	Ounce	1 Gallon Jug	\$ 22.94	\$ 0.18	\$ 23.62	\$ 0.18	\$ 24.33	\$ 0.19	\$ 25.06	\$ 0.20	\$ 25.81	\$ 0.20	\$ 24.35	\$ 0.19		\$ 1.52	\$ 341.32
Metholated Seed Oil	Ounce	2.5 Gallon Jug	\$ 148.50	\$ 0.46	\$ 152.96	\$ 0.48	\$ 157.54	\$ 0.49	\$ 162.27	\$ 0.51	\$ 167.14	\$ 0.52	\$ 157.68	\$ 0.49		\$ 3.94	\$ 884.00
Tribute Total	Ounce	6 Ounce Bottle	\$ 405.30	\$ 67.55	\$ 417.46	\$ 69.58	\$ 429.98	\$ 71.66	\$ 442.88	\$ 73.81	\$ 456.17	\$ 76.03	\$ 430.36	\$ 71.73	Agency	\$ 215.18	\$ 48,253.95
Liquid Quinclorac	Ounce	1/2 Gallon Jug	\$ 47.85	\$ 0.75	\$ 49.29	\$ 0.77	\$ 50.76	\$ 0.79	\$ 52.29	\$ 0.82	\$ 53.86	\$ 0.84	\$ 50.81	\$ 0.79		\$ 50.81	\$ 11,393.79

Labor Costs								
Charge Per Day To Liquid Spray Price For Labor Equipmrent Insurance Fuel & Licences	20% Volume Discount	15% Local - No Monday or Tuesday Work Discount	Charge Per Man Day 2024	4% Planned Increase 2025	4% Planned Increase 2026	4% Planned Increase 2027	4% Planned Increase 2028	2024 - 2028 Average Labor Rate
\$ 2,650.00	\$ (530.00)	\$ (397.50)	\$ 1,722.50	\$ 1,791.40	\$ 1,863.06	\$ 1,937.58	\$ 2,015.08	\$ 1,865.92

Southeastern Turf Grass Supply, Inc. Job References

- 1. Reference Company Name:** City of Panama City Beach
Dates of Service: 2006-Present **Dollar Amount of Contract:** Various Amounts
Project Information: Various services and applications on Athletic Fields. 240-380 acres. 300 miles from our shop.
Primary Reference Contact Name: Joe Creeden
Contact Phone Number: 850-233-5045
Contact Email Address: Cheryl Joyner Asst. Director of Park & Rec
- 2. Reference Company Name:** Columbia County
Dates of Service: 2004-Present **Dollar Amount of Contract:** Various Amounts
Project Information: Pesticide applications on Athletic Fields. 312 acres. 70 miles from our shop.
Primary Reference Contact Name: Clint Pittman
Contact Phone Number: 386-719-7545
Contact Email Address: Landscape and Parks Director
- 3. Reference Company Name:** TPC Golf Course – Stadium and Valley Courses
Dates of Service: 2000-Present **Dollar Amount of Contract:** Various Amounts
Project Information: Pesticide applications on Golf Courses. 660+ acres. 11 miles from our shop.
Primary Reference Contact Name: Lucas Glover – Superintendent
Contact Phone Number: 904-273-3247
Contact Email Address: N/A
- 4. Reference Company Name:** Sawgrass Country Club
Dates of Service: 1980-Present **Dollar Amount of Contract:** Various Amounts
Project Information: Pesticide and service applications on Golf Courses. 155-465 acres. 10 miles from our shop.
Primary Reference Contact Name: Alex Hale
Contact Phone Number: 904-315-7468
Contact Email Address: Superintendent
- 5. Reference Company Name:** The Bolles School
Dates of Service: 1982-Present **Dollar Amount of Contract:** Various Amounts
Project Information: Applications of chemicals, fertilizer, and services to Athletic Fields. 210 acres. 3 miles from our shop.
Primary Reference Contact Name: Billy Swanner
Contact Phone Number: 904-733-9292
Contact Email Address: Grounds and Maintenance Director



State of Florida

Department of Agriculture and Consumer Services

Pesticide Certification Office

PESTICIDE DEALER LICENSE

Number: DL2408

SOUTHEASTERN TURF GRASS

6942 PHILLIPS PARKWAY DR N, JACKSONVILLE, FL 32256-1583

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

WILTON SIMPSON
Commissioner of Agriculture

Issue Date: May 23, 2023

Expiration Date: June 30, 2024

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25448

MEEKS, ERIC CHRISTIAN
1436 CHESHIRE RD
JACKSONVILLE, FL 32207

Categories
3

Issued: March 20, 2023

Expires: April 30, 2026



Signature of Licensee



WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 407, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25767

HEADLEE, DUSTIN N
1936 FLETCHER RD
JACKSONVILLE, FL 32207

Categories
3

Issued: March 21, 2023

Expires: October 31, 2026



Signature of Licensee



WILTON SIMPSON, COMMISSIONER

The above individual is licensed under the provisions of Chapter 407, F.S. to purchase and apply restricted use pesticides.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	CONTACT NAME: Edra Waller PHONE (A/C, No, Ext): 904-421-8612 E-MAIL ADDRESS: ewaller@ghgins.com		FAX (A/C, No): 904-421-8601
	INSURER(S) AFFORDING COVERAGE		
INSURED Southeastern Turf Grass Supply, Inc. 6942 Phillips Parkway Dr Jacksonville FL 32256	INSURER A: Westfield Insurance Company		NAIC # 24112
	INSURER B: Associated Industries Insurance Company Inc.		23140
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1365929050

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	CWP019289D	4/12/2023	4/12/2024	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 150,000
						MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CWP019289D	4/12/2023	4/12/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CWP019289D	4/12/2023	4/12/2024	EACH OCCURRENCE	\$ 2,000,000
						AGGREGATE	\$ 2,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	AWC1193953	4/12/2023	4/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Leased/Rented Equipment *		CWP019289D	4/12/2023	4/12/2024	Each Item	50,000
						Aggregate	50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: St. Johns County Parks and Recreation St. Johns County Board of County Commissioners is included as additional insured with respect to the general and auto liability policy when required by written contract per policy form CG7137. 30 Day notice of cancellation when required by written contract per policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

St. Johns County Board of County Commissioners
 500 San Sebastian View
 St Augustine FL 32084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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