

RESOLUTION NO. 2024-378

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO: 1468R WEED & PEST CONTROL SERVICES FOR ST. JOHNS COUNTY ATHLETIC FIELDS TO SOUTHEAST TURF GRASS SUPPLY, INC., AS THE TOP RANKED 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 top ranked proposer based upon the review of the Evaluation Committee in accordance with the evaluation criteria provided in the RFP Documents under RFP No: 1468R; 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 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 1468R; Weed & Pest Control Services for St. Johns County Athletic Fields to Southeastern Turf Grass Supply, Inc., as the top ranked 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 attached for performance of the services as specifically provided in RFP 1468R.

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 day of 17th day of September, 2024.

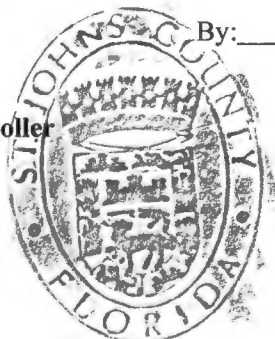
Rendition Date SEP 17 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Sarah Arnold, Chair

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

By: Crystal Smith Deputy Clerk





GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

General Services Agreement No: 24-SA-SOU-20121

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This General Services Agreement (“Contract”) is made this ___ day of _____, 2024 (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: 1468R; 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 consist of the following documents incorporated herein by reference:

- a) Fully Executed Change Orders and Amendments to this Contract
- b) This Fully Executed General Services Agreement and all Exhibits and/or Attachment here to:
 - i. Exhibit A – Annual Pricing
 - ii. Exhibit B – Scope of Services
 - iii. Exhibit C – Service Plan
- c) RFP Documents and all addenda thereto for RFP No. 1468R
- d) Bonds and Insurance furnished by Contractor

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of the Contract. No terms, conditions, limitations or exclusions in Contractor’s proposal documents or invoices shall be binding upon the County or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order listed above in Section 1.1.1 (“Order of Precedence”). Additionally, the main body of this Contract 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. Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. 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. The County’s Representative shall render a determination concerning such interpretation or clarification, 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, and shall state clearly, and in detail, the basis thereof. Failure by the Contractor to protest the County Representative’s rendered determination within fourteen (14) calendar days shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise. The County’s Director of Purchasing & Contracts shall consider the Contractor’s protest and render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the County’s Purchasing Director’s decision, Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the County’s decision.

1.1.4 Unless otherwise directed in writing, Contractor shall, at all times, carry on the Services and maintain its progress schedule in accordance with the requirements of the Contract 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 Contractor from its obligations to timely perform the Services required by the Contract and to maintain the progress schedule in accordance with the Contract.

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 Contractor’s sub-contractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Contract 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 Contract 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 throughout the duration of this Contract.

1.2.2 Amendment: A document providing the written modification to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the 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 sum set forth in Exhibit A of this Contract shall constitute the Contract Price, as may be amended as provided herein. 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 Services.

1.2.6 County Representative: The County employee assigned as the Project Manager to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

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

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

1.2.9 Services: The work described in the Contract Documents or a subsequently issued Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Contract.

1.2.10 Subcontractor: Any entity or individual engaged by Contractor to provide Services to the County for which Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract.

ARTICLE II THE SERVICES

2.1 Scope of Services

2.1.1 Contractor shall provide all Services as set forth in the Contract Documents, including **Exhibit “B” and Exhibit “C”** herein, including all necessary, incidental, and related activities required for full and complete performance of this Contract (the “Services”).

2.1.2 If at any time during the contract period Contractor and/or the County’s Representative, or other County Staff, notice new emerged weeds or pest that are not treatable through the current Service Plan, as provided in **Exhibit “C”**, Contractor may adjust the Service Plan, with approval from the County, 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.

2.1.3 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 Contract.

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

2.1.5 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.

2.1.6 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 Contract. 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.

2.1.7 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.

2.1.8 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 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 perform the Services.

2.3 Cleaning the Jobsite

Contractor shall keep its Work area(s) neat, secure and orderly during performance of the Services and shall clean up and remove all waste, rubbish and debris as they accumulate.

2.4 Access to Work

The County and/or County Representative shall at all reasonable times have full access to all parts and locations of the Jobsite(s) throughout the duration of this Contract.

2.5 Utilities

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

2.6 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.

2.7 Publicity and Advertising

2.7.1 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.

2.7.2 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.

2.8 County Furnished Items

2.8.1 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 the Services.

2.8.2 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.

ARTICLE III AGREEMENT TERM AND SCHEDULE

3.1 Term

This Contract shall become effective upon the date of execution by all parties and shall remain in effect for a period of five (5) calendar years. 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 Schedule

3.2.1 Contractor shall perform the Services within the time periods specified by the County's Representative all Services. Contractor's Services, or portion thereof, shall commence upon receipt of written direction by the County's Representative. The written direction may be in the form of an e-mail, or in a letter.

3.2.2 Force Majeure

3.2.2.1 The Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by Force Majeure or other similar causes which are not reasonably foreseeable and are beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. Notwithstanding the foregoing, the Contractor cannot claim Force Majeure for any emergency, exigency, or "act of God" that is in any manner related to the scope of Work or services, or any other performance by the Contractor that is contemplated in this Contract, or that in any way existed or was reasonably foreseeable at the time this Contract was executed.

9.2.5.2 In order to claim delay pursuant to this "Force Majeure" provision, the Contractor shall notify the County in writing within ten (10) business days after the beginning of any such cause that would delay its performance under this Contract.

9.2.5.3 If the Contractor's performance is delayed pursuant to this "Force Majeure" provision for a period exceeding thirty (30) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's termination of the Contract.

9.2.5.4 If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this Contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

3.3 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.

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 prices 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 performance of Services. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.2 Measurement and Payment

4.2.1 Contractor shall make all surveys necessary for validating performance of Service for payment under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the County Representative upon request. Contractor shall notify the County Representative prior to the time such surveys are made. The County Representative may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured.

4.2.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Services under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.3 Progress Payments

4.3.1 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.

4.3.2 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 performed 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.

4.3.3 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 Purchasing Director. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor's written demand. The County's Purchasing Director 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.

4.4 Application for Payment

4.4.1 Contractor may make Application for Payment, at intervals of not more than once a month for Services 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.

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.

4.4.2 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Services has progressed to the level for which payment is requested, that the Services have been 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.

4.4.3 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.

4.4.4 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.

4.4.5 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.

4.5 Withheld Payment

4.5.1 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 Services and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Services in accordance with the Contract Documents;
- g) Defective or nonconforming Services is not remedied; or
- h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.5.2 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 Services at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Services. If Contractor performs any portion of the Services where Contractor knows or should know such Services 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 Services 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 Services. Should any Claim be made by any such owner or occupant because of the performance of the Services, 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 Services.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Services 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 Services on behalf of Contractor.

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

5.2 Authorized Representative

Prior to commencing Services, 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 Services 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 Services, 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 Services.

5.3.3 Toxic Substances/Federal Hazard Communication "Right to Know and Understand" Regulations. The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally

Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

5.3.4 Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing services on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

5.3.5 Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

5.4 Final Payment

5.4.1 Upon Contractor's receipt of the Final Certificate for Payment, Contractor may submit a final invoice.

5.4.2 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.

5.4.3 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.

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.

6.1.8 The County Representative shall, upon written request from Contractor, conduct inspections to determine the date of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.9 The County Representative's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

ARTICLE VII CHANGES IN THE SERVICES

7.1 General

7.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, unilaterally direct

changes in the Services within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Services, which shall be performed under the applicable requirements of the Contract Documents.

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.**

7.2 Acceptance of Change Orders

Contractor's written acceptance of a Change Order 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.

7.3 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all 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 Services

If the Services is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Services in such a way that the completed Services will conform to the Contract Documents, the County, acting through the County Representative, may order Contractor to stop 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 DISPUTES/CLAIMS

9.1 Contract Claims

9.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon 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.

9.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Public Works Department.

9.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

9.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms

satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

9.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

9.1.4 During the Purchasing Director's review of the Contract Claim, the Purchasing Director may request additional information from the project team of both parties. The parties must provide 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.

9.1.5 The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Purchasing Director shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

9.1.6 The decision for any Contract Claim by the Purchasing Director may be appealed by the Contractor to the County Administrator. Contractor 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 Purchasing Director's decision. Failure by the Contractor 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, unless Contractor takes legal action in Circuit Court.

ARTICLE X CONTRACT SUSPENSION AND TERMINATION

10.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Services, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible.

10.2 Termination

10.2.1 The County may by written notice to Contractor terminate the Services under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

10.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Services, Services in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed Services.

10.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that

any outstanding Services is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Services under this Project. In such event, the County shall compensate the Contractor as mutually agreed in writing for any such Services after termination.

10.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of 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 requirements of this Contract. Contractor shall have ten (10) calendar days from receipt of the 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, and take over and prosecute the Services as needed to prevent damages to the Service areas. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in performance of the Services.

10.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Services and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all Services. Contractor shall not be paid for any Services performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

10.2.6 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Services in a timely manner, (2) fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall take all reasonable steps necessary to perform the Services, in order to prevent damages to the service areas, and the Contractor's performance bond shall be applied against any costs incurred by the County to perform the Services, or prevent damages.

10.2.7 If the costs incurred by the County to perform the Services, upon the County's termination of this Agreement due to the default of the Contractor, exceed the amount of the performance bond (\$50,000.00), the Contractor shall pay to the County any such amounts in excess of the performance bond. This obligation for payment shall survive the termination of the Contract.

10.2.8 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 9.2.4 above.

ARTICLE XI WARRANTY AND INDEMNITY

11.1 Warranty

11.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the 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 furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

11.1.2 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, re-application in order to comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including any re-applications, necessary to correct any nonconforming Services, and/or emergence of any weeds or pests, shall be the sole responsibility of Contractor.

11.1.3 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

11.1.4 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 correct and replace any defective or non-conforming Services and any service areas damaged by such Services or the correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

11.1.5 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.

11.1.6 No adjustment in the Contract Term 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.

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

11.2 Indemnity

11.2.1 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.

11.2.2 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.

11.2.3 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.

11.2.4 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.

11.2.5 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.

11.2.6 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.

11.2.7 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.

11.2.8 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 Services.

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

11.3 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 XII INSURANCE

12.1 Contractor's Insurance Requirements

12.1.1 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 Services 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 expiration or earlier termination of this Contract.

12.1.2 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.

12.1.3 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.

12.2 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

12.3 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.

12.4 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.

12.5 Commercial 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.

12.6 Other Requirements

The required insurance limits identified in Sections 12.4 and 12.5 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 XIII MISCELLANEOUS

13.1 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.

13.2 Backcharges

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

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Services. 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 Services shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Services as if it were its own.

13.3 Applicable Law

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

13.4 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.

13.5 Assignment

Contractor shall not assign the Services or this Contract, in whole or in part, without the prior written consent the County. Contractor shall be responsible for all Services 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

13.11 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.

13.12 Entire Contract

This Contract, together with the Contract Documents for the Services, 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.

13.13 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.

13.14 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 July 1, 2023.

- 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.

13.15 Equal Employment Opportunity

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

13.15.1 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.

13.15.2 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.

13.15.3 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.

13.15.4 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.

13.15.5 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.

13.15.6 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.

13.15.7 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.

13.15.8 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.

13.16 Public Records

13.16.1 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 Services.

13.16.2 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.

13.16.3 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

13.17 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.

13.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

13.18.1 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.

13.18.2 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.

13.19 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Services 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 Services in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

13.20 Written Notice

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

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 (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
Clerk of Circuit Court and 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 Services required by the Contract Documents has been reviewed and the undersigned certifies that the Services, including minor corrective Services, 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 Services 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 NO: 1468R; Weed and Pest Control for SJC Athletic Fields

**EXHIBIT "A"
CONTRACT PRICING**

YEAR	BLANKET APPLICATIONS PRICING	SPOT APPLICATIONS PRICING	TOTAL ANNUAL PRICING
2025	\$241,599	\$71,089	\$312,688
2026	\$235,146	\$58,848	\$302,812
2027	\$221,776	\$54,301	\$284,359
2028	\$226,027	\$47,134	\$281,356
2029	\$209,988	\$51,725	\$269,564

RFP NO: 1468R; Weed and Pest Control for SJC Athletic Fields

**EXHIBIT “B”
SCOPE OF SERVICES**

A. SCOPE OF SERVICES

The 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. The Contractor must give Parks & Recreation Department designee at least forty-eight (48) hours’ notice before attempting to access any school sites during school hours. Please note that giving timely notice does not guarantee access to school properties. The Contractor shall be required to reference the current St. Johns County Schools availability 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.

RFP NO: 1468R; Weed and Pest Control for SJC Athletic Fields

**EXHIBIT "C"
SERVICE PLAN**



NOTICE OF INTENT TO AWARD

July 31, 2024

RFP 1468R; Weed & Pest Control Services for SJC Athletic Fields

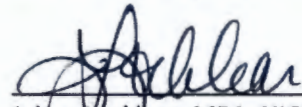
St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Southeastern Turf Grass Supply, Inc., as the highest ranked contractor, based upon evaluation of submitted Proposals, under **RFP 1468R; Weed & Pest Control Services for SJC Athletic Fields**.

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 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 negotiations, and upon successful negotiations, 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: 7/31/2024

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 manufacturer's 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 pesticides as a distributor including Restricted Use Pesticides, we sell to commercial end users including but not limited to, PCO's, LCO's, Golf Courses, Municipalities, Agriculture, Roadside, Silviculture and Secondary Resale Operations.

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.

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.

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 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 recovery is not 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, amy worms, fire ants, grubs & mole crickets.

Because sports are held year-round on fields in Florida, municipalities North of Orlando who 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 of the landowner, the taxpayers of St. Johns County.

In pesticide selection there is typically a direct correlation between cost and desirable turf damage, the cheaper the input typically the stronger the negative reaction of desirable turf. If a low bid vendor chose to use cheaper inputs to maximize the contract return it may not necessarily benefit the land owners long term goals.

SETGS welcomes the opportunity to discuss its agronomic & pricing theory in this RFP if we move forward under the review process.

St. Johns County Parks				
Acres 224.25	RFP Cost Summary For All Applications			
	5 Year Projected Cost Of RFP			\$1,467,634
Applications	Blanket	Spot	Performance Bond	Total
2025 Cost	\$ 241,599	\$ 71,089	\$ 50,000	\$ 362,688
2026 Cost	\$ 235,146	\$ 58,848	\$ -	\$ 293,994
2027 Cost	\$ 221,776	\$ 54,301	\$ -	\$ 276,077
2028 Cost	\$ 226,027	\$ 47,134	\$ -	\$ 273,162
2029 Cost	\$ 209,988	\$ 51,725	\$ -	\$ 261,713
Total	\$1,134,537	\$ 283,097	\$ 50,000	\$ 1,467,634

St. Johns County Parks					
Acres 224.25	RFP Cost Summary For All Applications With Turf Recovery Program				
	5 Year Projected Cost Of RFP				
Applications	Blanket	Spot	Performance Bond	Recovery Program	Total
2025 Cost	\$ 241,599	\$ 71,089	\$ 50,000	\$ 34,652	\$ 397,340
2026 Cost	\$ 235,146	\$ 58,848	\$ -	\$ 34,652	\$ 328,646
2027 Cost	\$ 221,776	\$ 54,301	\$ -	\$ 34,652	\$ 310,729
2028 Cost	\$ 226,027	\$ 47,134	\$ -	\$ 34,652	\$ 307,813
2029 Cost	\$ 209,988	\$ 51,725	\$ -	\$ 34,652	\$ 296,365
Total	\$1,134,537	\$ 283,097	\$ 50,000	\$ 173,259	\$ 1,640,893

Fertilizer Efficiency & Growth (Field Recovery) Program 2025-2029					
Cost Per	Gallon	Unit of Measure	Acre	Acres Treated	224.25
SEActivate	\$ 90.00	\$ 0.70	\$ 22.50	Labor Per Day	\$ 1,500.00
DuoMaxx	\$ 100.00	\$ 0.78	\$ 12.50		
March Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
SEActivate	16	Ounces	3588	\$ 2,523	Recovery Product
DuoMaxx	16	Ounces	3588	\$ 2,803	Soil Fertilizer Activator & Stabilizer
Labor	8	Man Day	8	\$ 12,000	
Application Cost				\$ 17,326	
July Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
SEActivate	16	Ounces	3588	\$ 2,523	Recovery Product
DuoMaxx	16	Ounces	3588	\$ 2,803	Soil Fertilizer Activator & Stabilizer
Labor	8	Man Day	8	\$ 12,000	
Application Cost				\$ 17,326	
Annual Total				\$ 34,652	

SEACTIVATE – DUO MAXX TRIAL RESULTS



OBJECTIVE

To evaluate the effect of 3 applications of Seactivate and Duo Maxx foliar application on athletic field applications on Tifway 419 for strength of turf with Athletic use..

SITE LOCATION

Gainesville, FL

RESEARCHER

Kevin Murphy
Timac Agro USA

STUDY INFORMATION

This is an observation study on replicated plot trials to measure actual response of a 3 treatment foliar applications done 2-3 weeks apart. The turf is Tiftway 419 and plots were on an active field used for athletic purposes and other events. Foliar applications were first applied May 9 second app. May 30, and the final app. done June 13. Dosage rates on each application was One Pint per acre of Seactivate along with One Pint per acre of Duo Maxx. Spray volume is 71 gpa. Treated plots are replicated 4 times along with 4 replicated untreated plots right next to the treated plots. Each plot had 2 cores taken to measure total biomass and total rootmass. Pictures done for all plots. All applications were done foliar.



On Left, Treated Plot 2 first probe, On Right, Untreated Plot 2 1st probe.

RESULTS

Replicated Plot Data on the back of this paper shows Total Root Mass using the Seactivate – Duo Maxx treatment increased 207% over the controls. Total Biomass was 157% more than the controls. Measures done 45 days after the 3rd and last treatment. Soil Samples shown increases in Phosphorus, Potassium, Zinc, Manganese, Iron, with a better pH of 7.2.



Please find on following pages trial data obtained. Data obtained from 3 foliar applications 2-3 weeks apart. Soil samples pulled at end of trial.

APPLICATION

Treatment	Application Rate	Application Process
Untreated Control	No Bio Actives	
Seactivate + Duo Maxx	1 pint/ac and 1 pint/ac	Foliar Applied

SEACTIVATE – DUO MAXX TRIAL RESULTS



TURFGRASS

KEY FINDINGS

Treatments replicated 4 times

Final Data obtained in August ROOT AND BIOMASS RESULTS:

Treated Plots	Dried		Dried		Untreated Controls	Dried		Dried	
All data in grams	Total		Total		All data in grams	Total		Total	
	Biomass		Root Mass			Biomass		Root Mass	
Plot 1	1	13.38	1	7.64	Plot 1 control	1	7.16	1	3.47
	2	6.99	2	5.51		2	6.71	2	2.89
Plot 2	1	18.83	1	11.65	Plot 2 control	1	8.85	1	5.87
	2	8.44	2	6.22		2	9.77	2	3.67
Plot 3	1	9.79	1	6.96	Plot 3 control	1	6.20	1	4.32
	2	5.93	2	4.24		2	6.59	2	2.78
Plot 4	1	22.07	1	14.62	Plot 4 control	1	11.16	1	5.65
	2	18.95	2	15.93		2	9.96	2	6.41
Totals	104.38		72.77		Totals	66.40		35.06	
Average of all 4 plots	13.0475 g		9.0962 g		Ave. of all Controls	8.30 g		4.3825 g	

+157.19%

+207.55%

Soil Samples August 10, Waters Ag Labs, Results at End of Trial

Composites pulled with 2 probes each on every treated plot and untreated plot.

Symbol descriptions: VH=Very High, H=High, A=Adequate, M=Medium, L=Low

All data in lbs./acre Test Method= Mehlich 1

	P	K	Mg	Ca	Soil pH	Buffer pH	S	B	Zn	Mn	Fe	Cu
	Phosphorus	Potassium	Magnesium	Calcium			Sulfur	Boron	Zinc	Manganese	Iron	Copper
Untreated Plots	72 M	25 L	165 A	7337 VH	7.6	7.95	12 L	0.3 L	49.1 VH	2 L	10 M	0.2 L
Treated Plots	84 A	32 L	130 A	1738 VH	7.2	7.9	12 L	0.3 L	60.9 VH	4 L	14 A	0.2 L



For more information on this trial, please contact kevin.murphy@timacusa.com

SEACTIVATE -DUO MAXX TRIAL RESULTS



TURFGRASS

KEY FINDINGS



Above, Treated, plot 1, end of trial



Above, Untreated, plot 1, end of trial



Above, Treated, plot 2 end of trial



Above, Untreated, plot 2, end of trial



Above, Treated, plot 3, end of trial



Above, Untreated, plot 3, end of trial



Above, Treated, plot 4, end of trial



Above, Untreated, plot 4, end of trial

Note:
Denser,
Better fill
On treated
vs. Untreat
On every plot

Color on photos varied due to cloudy skies.

For more information on this trial, please contact kevin.murphy@timacusa.com



DUO MAXX

→ RHIZOVIT DUO

TURF AND ORNAMENTAL
FERTILIZER ADDITIVE

TIMAC AGRO TECHNOLOGY

Our patented formulas are derived from nearly 60 years of research and development in plant extract technology. Through precise methods, our extracts are evaluated for their specific effects at each stage of crop development. By enriching selected extracts with macro- and micronutrients, we create bionutritional formulas that meet the ever-changing needs of the crop. Better yield and quality benefit our customers and are the result of improved emergence, vegetative growth, and reproductive performance.

As a company, our mission is to improve agriculture by focusing on four major areas of service to growers:

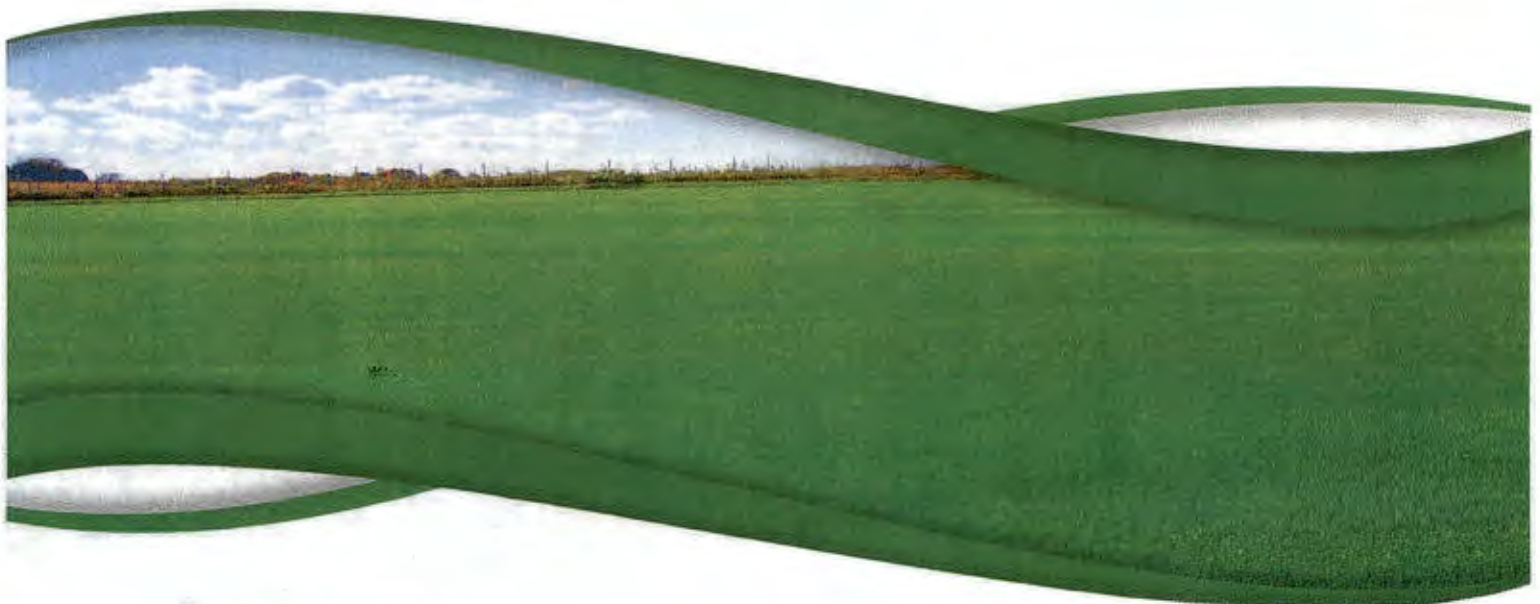
- Relentless innovation
- Flexible manufacturing
- Optimized applications
- Partners in the field

FEATURES

Duo Maxx is a combination our patented phenolic binding compound, MPPA, nitrogen stabilizer, and our patented Duo complex. The formulation ensures maximum below-ground protection against nutrient loss. Duo Maxx is intended for treatment of incorporated liquid and granular fertilizer blends with N but can also be used on surface applied P and K.

KEY BENEFITS

- MPPA (Macro Molecular Polyphenolic Acid) is designed to stabilize primary and secondary nutrients by binding and protecting them from loss and(or) retrograde tie-up
- Contains a combination of NBPT and DCD designed to slow nitrogen transformation
- Formulated with the patented Duo complex



APPLICATION

Duo Maxx is an additive for liquid and dry fertilizer blends.

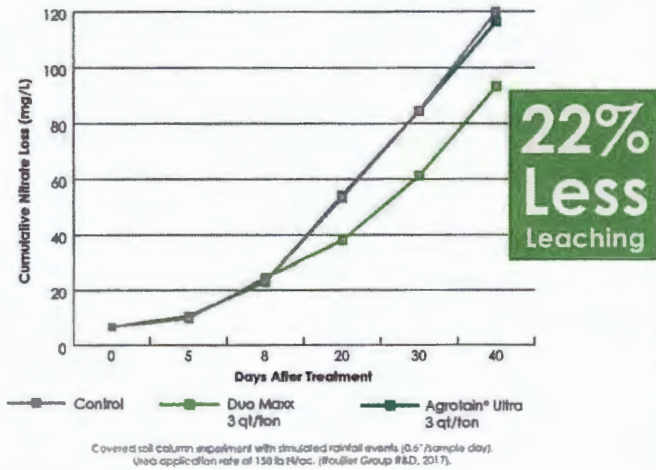
- Duo Maxx must be used at the rate of 6 pts/liquid ton.
- Duo Maxx must be used at the rate of 6-8 pts/dry ton.

Duo Maxx

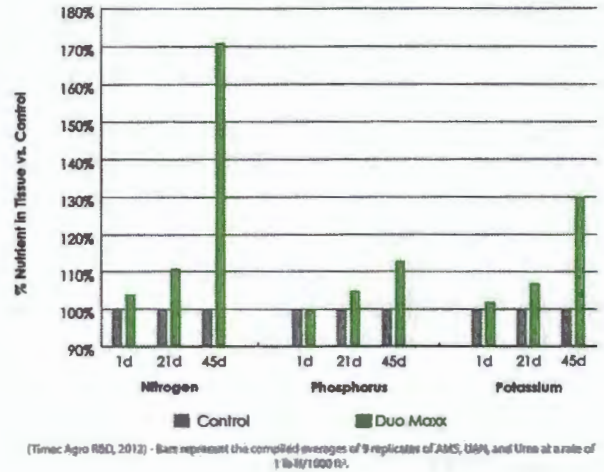
→ RHIZOVIT DUO



Duo Maxx Reduces Nitrate Leaching Compared to a Leading NBPT Competitor



Duo Maxx Increases Nutrient Uptake, Improves Plant Tissue Analysis



ACTIVE INGREDIENTS

Macro Molecular Polyphenolic Acids with LCN Complex and Rhizovit Complex.



P.O. Box 888, Reading, PA 19607
800-545-5474 | www.us.timacagro.com





SEACTIVATE

FORTIFIED LIQUID
SEAWEED TECHNOLOGY
AND
PLANT TECHNOLOGY

0-0-5

GUARANTEED ANALYSIS

Soluble Potash (K_2O) 5%

DERIVED FROM: Potassium hydroxide
F 1550

NON PLANT FOOD INGREDIENTS:

Plant and seaweed extracts..... 20%

MBA..... 5%

2.5 gal

DIRECTIONS FOR USE:

- FOR USE ON: Golf Courses (All Areas) / Commercial & Residential Turf / Sports Fields / Sod Farms / Landscape & Nurseries (Ground Apply Only) / Government Operations (All Turf and Landscaped Areas on Highways, Right of Ways, Medians, Buildings, Parks and Recreation).
- FOR USE WITH: All spray applications (See compatibility information).
- APPLICATION REQUIREMENTS: Do not spray during periods of frost. In hot conditions it is better to spray at the beginning or at the end of the day. Fill tank half full with clean water, then add SEACTIVATE and continue to agitate while mixing; finish filling spray tank. Keep agitating until the end of application.
- WATERING INSTRUCTIONS: Lightly irrigate SEACTIVATE following application as product is root absorbed. Applicators using high water volume hand spray guns do not need to irrigate after application.
- RATES: Golf Course greens, tees, bunker faces, approaches and Sports Fields use 1 pint of SEACTIVATE per acre monthly; All other areas use 1 pint of SEACTIVATE per acre every 2 or 3 months; Weak areas use 1 pint of SEACTIVATE per acre monthly.
- SEACTIVATE is intended as a supplement to a regular fertilization program and may not by itself provide all the nutrients normally required by crops or other intended plants. Allow up to 14 days for foliar response and root response.

COMPATIBILITY AND STORAGE:

- SEACTIVATE is compatible with most herbicides. In all cases, test the compatibility prior to treatment.
- Do not store under 32°F (0°C).

NET VOLUME: 2.5 Gal (9.46 L) - NET WEIGHT 23.64 lb (10.7 kg)

Timac Agro USA, Inc. warrants that this product conforms to the chemical description on the label thereof and is reasonably fit for purposes stated on the label when used in accordance with directions under normal use conditions. Crop injury, ineffectiveness, or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Timac Agro USA, Inc. In no case shall Timac Agro USA, Inc. be liable for consequential, special or indirect damages resulting from the use, handling, or shipping of this product. All such risk shall be assumed by the Buyer. Timac Agro USA, Inc. makes no warranties of merchantability or fitness for a particular purpose nor any other express or implied warranty except as stated above.

**PLEASE READ CAREFULLY BEFORE USING • SHAKE WELL BEFORE USE
KEEP OUT OF REACH OF CHILDREN****WARNING**

- H290 - May be corrosive to metals
- H315 - Causes skin irritation
- H319 - Causes serious eye irritation
- P260 - Do not breathe spray, vapors.
- P280 - Wear protective clothing, eye protection, face protection, protective gloves.
- P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower.
- P305+P351+P338 - IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
- P310 - Immediately call a doctor, a POISON CENTER.
- P390 - Absorb spillage to prevent material-damage.



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P.O. Box 888 - ROUTE 724 & I-176 READING, PA
19607 -0888 - USA

St. Johns County						
RFP Cost Breakdown For Blanket Application 2025						
Blanket Application						
Acres	224.25					
November 2024 Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
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 & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,625		
Labor	8	Man Day	8	\$ 13,780		
				Application Cost	\$ 37,330	
January Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Specticle Flowable	6	Ounces	1346	\$ 21,351	Pre-Emerge	
					Post Emerge	
MSM	0.75	Ounces	168	\$ 925	Broadleaf Weeds	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,625		
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	
					Post Emerge Poa & Sedges	
Certainty	2	Ounces	449	\$ 38,154		
					Post Emerge	
MSM	0.4	Ounces	90	\$ 493	Broadleaf Weeds	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 18		
Imidacoprid 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	
					Post Emerge	
Sulfentrazone 4SC	8	Ounces	1794	\$ 5,596	Broadleaf Weeds Grassy Weeds Sedges	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,625		
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	
					Post Emerge	
Sedgehammer	1.33	Ounces	298	\$ 11,039	Broadleaf Weeds Grassy Weeds Sedges	
					Root Development & Surfactant	
TiMac NoStunt	16	Ounces	3588	\$ 4,625		
Sulfentrazone 4SC	4	Ounces	897	\$ 2,798	Post Emerge 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	
Total Blanket Costs			\$ 241,599	Total Labor		\$ 68,900
				Total Material		\$ 172,699

St. Johns County						
RFP Cost Breakdown For Blanket Application 2026						
Blanket Application						
Acres	224.25					
November 2025 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	
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	
<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	298.3	\$ 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	
Total Blanket Costs		\$ 235,146		Total Labor		\$ 71,656
				Total Material		\$ 163,490

St. Johns County RFP Cost Breakdown For Blanket Application 2027						
Blanket Application						
Acres	224.25					
November 2026 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	
Sulfentrazone 4SC	6	Ounces	1346	\$ 4,453	Post Emerge Broadleaf Weeds	
MSM	0.5	Ounces	112	\$ 654	Post Emerge Broadleaf Weeds	
TiMac NoStunt	16	Ounces	3588	\$ 4,907	Root Development & Surfactant	
Labor	8	Man Day	8	\$ 14,904		
Application Cost				\$ 57,440		
January Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Prodiamene .65DF	1.33	Pounds	298	\$ 5,604	Pre-Emerge	
MSM	0.75	Ounces	168	\$ 981	Post Emerge 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	
TiMac NoStunt	16	Ounces	3588	\$ 4,907	Root Development & 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	
TiMac NoStunt	16	Ounces	3588	\$ 4,907	Root Development & 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	
TiMac NoStunt	16	Ounces	3588	\$ 4,907	Root Development & Surfactant	
Sulfentrazone 4SC	12	Ounces	2691	\$ 8,906	Post Emerge Broadleaf Weeds	
UpStarGold	16	Ounces	3588	\$ 875	Insecticide Mites & Army Worms	
Labor	8	Man Day	8	\$ 14,904		
Application Cost				\$ 29,592		
Total Blanket Costs		\$ 221,776	Total Labor		\$ 74,522	
			Total Material		\$ 147,254	

St. Johns County					
RFP Cost Breakdown For Blanket Application 2028					
Blanket Application					
Acres	224.25				
November 2027 Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
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	
January Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
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	
February Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
Flpronil .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
					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	
June Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
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	
August Blanket	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target
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	
Total Blanket Costs		\$ 226,027	Total Labor		\$ 77,503
			Total Material		\$ 148,524

St. Johns County RFP Cost Breakdown For Blanket Application 2029						
Blanket Application						
Acres	224.25					
November 2028 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	
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	
Total Blanket Costs			\$ 209,988	Total Labor		\$ 64,483
				Total Material		\$ 145,505

**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	\$ 267	Broadleaf Weeds	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 Acres	60	Grassy Weeds				
Application Cost \$ 6,621							June Spot	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Application Acres	40	Torpedo Grass					Tribute Total	3	Ounces		180	\$ 12,159	Post Emerge
July Spot	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target		Methylated Seed Oil	8	Ounces		480	\$ 223	Emulsifying Surfactant
Liquid Quinclorac	64	Ounces		2560	\$ 1,914	Post Emerge	TiMac NoStunt	16	Ounces		960	\$ 1,238	Root Development & Surfactant
Methylated Seed Oil	8	Ounces		320	\$ 149	Emulsifying Surfactant	Labor	5	Man Day		5	\$ 8,613	
TiMac NoStunt	16	Ounces		640	\$ 825	Root Development & Surfactant	Application Cost \$ 22,232						
Labor	3	Man Day		3	\$ 5,168		Application Acres	20	Army Worms				
Application Cost \$ 8,055							September Spot	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target	
Application Acres	60	Grassy Weeds					Bifenthrin	8	Ounces		160	\$ 37	Insecticide Army Worms
August Spot	Rate Per Acre	Unit of Measure	Units Needed	Unit Cost	Target		TiMac NoStunt	16	Ounces		320	\$ 413	Root Development & Surfactant
Tribute Total	3	Ounces		180	\$ 12,159	Post Emerge	Labor	2	Man Day		2	\$ 3,445	
Methylated Seed Oil	8	Ounces		480	\$ 223	Emulsifying Surfactant	Application Cost \$ 3,894						
TiMac NoStunt	16	Ounces		960	\$ 1,238	Root Development & Surfactant							
Labor	5	Man Day		5	\$ 8,613								
Application Cost \$ 22,232													
Spot Spray Totals		\$ 71,089					Total Labor	\$			36,173		
							Total Material	\$			34,916		

All Mole Crickets Retreats Are Performed At No Charge Under Fipronil Plan

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	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		Total Material \$ 24,811		<i>All Mole Crickets Retreats Are Performed At No Charge Under Fipronil Plan</i>					

**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	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 \$ 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 Projected Spot Spray Applications 2028**

February						March							
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						June							
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						September							
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 Projected Spot Spray Applications 2029**


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													
Spot Spray Totals \$ 51,725													
						Total Labor \$ 36,271							
						Total Material \$ 15,454							

All Mole Crickets Retreats Are Performed At No Charge Under Fipronil Plan

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 #:	<u>RFP 1468R</u>
RFP TITLE:	<u>Weed & Pest Control Services for SJC Athletic Fields</u>
DUE DATE/TIME:	<u>Thursday, June 20, 2024</u> <u>No Later Than 4:00 PM EST</u>
SUBMITTED BY:	<u>Southeastern Turf Grass Supply, Inc.</u> Company Name <u>6942 Phillips Parkway Dr. N.</u> Company Address <u>Jacksonville, FL 32256</u> Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT



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

REQUEST FOR PROPOSALS

RFP NO: 1468R

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.sjcfcl.us/Purchasing/index.aspx

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

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EXHIBITS – SEPARATE ATTACHMENTS

EXHIBIT “A” – Current List of Fields and Acres

RFP NO: 1468R; 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 Proposers, 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 Department by or before **four o’clock (4:00PM EST) on Thursday, June 20, 2024**. Any proposals received by the SJC Purchasing Department after the stipulated deadline shall not be considered and will be returned to the Proposer, 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. Proposers 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 Proposer, 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, Proposers **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 Monday, May 27, 2024**. 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	May 16, 2024
Deadline for Questions	May 27, 2024
Proposal Submittal Deadline	June 20, 2024
Evaluation Meeting (Tentative)	June 27, 2024
Presentations (Tentative)	July 11, 2024
Begin Negotiations	July 27, 2024
Board of County Commissioners Meeting (Tentative)	September 3, 2024
Issue Final Contract (Tentative)	September 9, 2024
Contract Starts	October 1, 2024

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 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 Proposer, 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

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

K. COMPLIANCE WITH FLORIDA STATUTE 287.138

1. Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Consultant access to personal identifiable information if: 1) the Contractor is 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 Agreement with liability to ensure the County's continued compliance with the statute.
2. Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, 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 of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

L. 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.

M. 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 Proposer that best serves the interest of St. Johns County.

N. PAYEE MANAGEMENT SYSTEM

The County has implemented a registration process for awarded Contractors, even if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Contractor will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Contractor has already registered within PaymentWorks, the registration does not have to be done again. The Contractor is responsible for completing the registration process for acceptance by the County, in order to receive any payments. If there are any questions about this process, Contractors can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us or Kayla Miller at kmiller@sjcfl.us.

O. 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. Proposers 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.

P. 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.

Q. 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 July 1, 2023.

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. 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.

R. 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. The Contractor must give Parks & Recreation Department designee at least forty-eight (48) hours' notice before attempting to access any school sites during school hours. **Please note that giving timely notice does not guarantee access to school properties.** The Contractor shall be required to reference the current St. Johns County Schools availability 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 from 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 Proposer, 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. PERFORMANCE SECURITY

Proposers must include documentation in their submitted Proposal to show proof of their capability to provide Performance Security through one of the following proposed methods:

- I. Performance Bond equal to fifty thousand dollars and zero cents (\$50,000.00). If Proposer is electing to utilize a Performance Bond as their Performance Security, Proposer must include a certified letter from an acceptable Surety, attesting to Proposer's bonding capacity and Surety's confirmation of Proposer's ability to provide the required Performance Bond; OR
- II. Irrevocable Letter of Credit in the amount equal to fifty thousand dollars (\$50,000.00). If Proposer is electing to utilize an Irrevocable Letter of Credit as their Performance Security, Proposer must include a certified letter from an acceptable Financial Institution, attesting to Proposer's access to and ability to commit the required amount in an Irrevocable Letter of Credit upon award, which shall remain obligated to the County throughout the duration of the awarded Contract; OR
- III. Deposit a Cashier's Check with the County in the amount of fifty thousand dollars and zero cents (\$50,000.00). If Proposer is electing to utilize a deposited Cashier's Check as their Performance Security, Proposer must include a certified letter from an acceptable Financial Institution, attesting to Proposer's access to and ability to commit the required amount in a Cashier's Check upon award, which shall remain obligated to the County throughout the duration of the awarded Contract.

By submitting a Proposal, Proposer is agreeing to furnish one of the types of Performance Bond as shown above, and explicitly understands that the Performance Bond, in whatever format elected, shall remain obligated to the County throughout the duration of the awarded Contract.

Failure by a Proposer to select a format for a Performance Bond and/or submit required documentation to substantiate Proposer's capability to provide such Performance Bond shall cause Proposer to be deemed non-responsive and disqualified from consideration for award.

C. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Proposers 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.

D. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Proposer 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.

E. 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.

F. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Proposers 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.

Proposers shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Department, 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.

G. 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.

H. 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 "E"**.

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 Proposer does not intend to utilize any sub-contractors, Proposer 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. **Failure to submit a breakdown of the annual pricing shall disqualify a Proposal from further consideration.**

Section 6: Administrative Information

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

Section 7: Performance Security

Proposers must submit sufficient documentation to demonstrate their capability to provide a Performance Security, in one of the forms, provided in PART III, Section B, Performance Security.

I. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Department 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.

J. 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 Proposer, including past performance (experience) with the County, or with other public agencies, prior to making any recommendation for award, or moving forward with negotiations.

K. 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	55
D. Proposed Pricing	20

Total Points Possible: 125

G. Interviews/Presentations – Shortlisted Firms (If Applicable)	30
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Total Points Possible: 155

J. FORMULA FOR EVALUATION OF PRICING:

The proposed pricing submitted by each Proposer shall be scored by the SJC Purchasing Department, 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. 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 Proposer. The criteria by which presentations will be scored will be provided to the shortlisted Proposers 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 Proposer are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Proposer 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 Purchasing Director. 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 Proposer. 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 Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer'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

Proposer 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 Proposer’s ability to obtain the required coverages upon award may be grounds for Proposer 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.

Any deductibles or costs related to the submittal of any claims by the County against Contractor’s policy/ies shall be the responsibility of the Contractor to pay.

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

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, 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 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, 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.

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 Proposer 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: June, 2024

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

ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF Southeastern Turf Grass Supply (Proposer) 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 June, 2024.

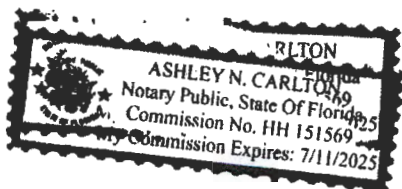

Signature of Affiant

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of June, 2024, by Affiant, who is personally known to me or has produced _____ as identification.


Notary Public
My Commission Expires: 7/11/2025



RFP NO: 1468R; 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: 1468R; Weed & Pest Control Services 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 Proposer has no financial interest in the firm of another Proposer 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)

AS: Jonathan Wicker
(Printed Name & Title)

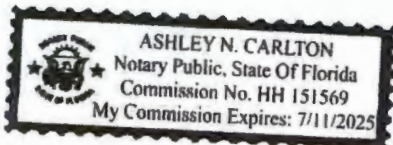
6/12/24
Date of Signature

STATE OF Florida

COUNTY OF Duval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of June, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

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



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

ATTACHMENT "C"

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP NO: 1468R; 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): [Signature] James W. Allen
Signature Print Name/Title

Signature Print Name/Title

RFP NO: 1468R; 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

6/12/24
Date

ATTACHMENT "E"
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 X 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: 1468R; Weed & Pest Control Services for SJC Athletic Fields

ATTACHMENT "F"
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 (Proposer) hereby swears or affirms as follows:

1. Proposer 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: 1468R (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer 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. Proposer 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. Proposer 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 Proposer further understands and agrees that in the event of such termination, Proposer 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 June, 2024.

[Signature]
Signature of Affiant

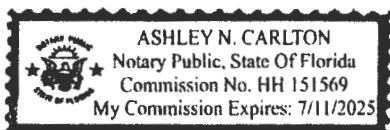
Jonathan Wicker
Printed Name of Affiant

AS: President
Printed Title of Affiant

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

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 12th day of June, 2024, 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: 1468R; Weed & Pest Control Services for SJC Athletic Fields

JESSICA LUNSFORD ACT FORM
ATTACHMENT "G"

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.



(Signature)


Sworn to and subscribed before me this 12th day of June, 2024

Personally known

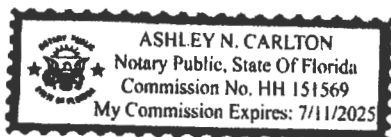
OR Produced Identification _____

Notary Public – State of Florida

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

 Ashley Carlton

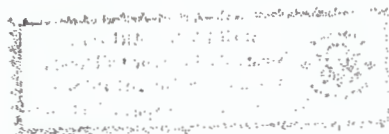
(Printed typed or stamped commissioned name of notary public)



RFP NO: 1468R; 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



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2024

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: National Union Fire Ins Co, PA 19445	
	INSURER D: Vantapro Specialty Insurance Company 44768	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1064535291 **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 INSD	SUBR 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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CWP019289D	4/12/2024	4/12/2025	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
								\$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			5087136100	4/12/2024	4/12/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			BE014670026	4/12/2024	4/12/2025	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	N/A	AWC1205663	4/12/2024	4/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							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	4/12/2024	4/12/2025	Each Item Aggregate	50,000 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

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

MEEKS ERIC CHRISTIAN
1446 CHESTNUT RD
JACKSONVILLE, FL 32207

Categories
3

Issued: March 20, 2023

Expires: April 30, 2026


Signature of Licensee



The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

WILTON SIMPSON, COMMISSIONER

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

HEADLEE DUSTIN N
1936 HEECHER RD
JACKSONVILLE, FL 32207

Categories
3

Issued: March 21, 2023

Expires: October 31, 2026


Signature of Licensee



The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

WILTON SIMPSON, COMMISSIONER

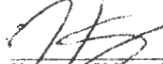
Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM28234

SANI, HAYDEN PAUL
1005 TENTH ST N
JACKSONVILLE BEACH, FL 32250

Categories
3

Issued: December 13, 2023

Expires: December 31, 2027


Signature of Licensee



The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

WILTON SIMPSON, COMMISSIONER

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

CASHIER'S CHECK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK



Date 06/12/2024

9587205944

Void after 7 years

440

Remitter: SOUTHEASTERN TURF, GRASS SUPPLY, INC.

Pay To The Order Of: ST JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS

Pay: FIFTY THOUSAND
DOLLARS AND 00 CENTS

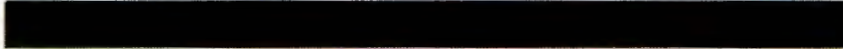
**** 50,000.00 ****

Drawn: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH

Do not write outside this box

Memo: _____
Note: For information only. Comment has no effect on bank's payment.



Cashiers check for
Bid Bond

RFP NO: 1468R

St. Johns County Receipt of Transaction
Receipt # 2024027844

Brandon J. Patty
 Clerk of the Circuit Court and Comptroller
 St. Johns County, Florida

SOUTHEASTERN TURF GRASS SUPPLY INC

Cashiered by: djarrard
 On: 06/27/2024 10:13 am
 Transaction # 1120027

Non-Case Fees

Fee Description	Fee	Prior Paid	Waived	Due	Paid	Balance
(306B) CASH BOND DEPOSIT	50000.00	0.00	0.00	50000.00	50000.00	0.00
Total	50000.00	0.00	0.00	50000.00	50000.00	0.00
Grand Total	50000.00	0.00	0.00	50000.00	50000.00	0.00

PAYMENTS

Payment Type	Reference		Amount	Refund	Overage	Change	Net Amount
CASHIER'S CHECK	9587205944	OK	50000.00	0.00	0.00	0.00	50000.00
			50000.00	0.00	0.00	0.00	50000.00

ST JOHNS COUNTY
 JUN 28 2024
 PURCHASING

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

CASHIER'S CHECK

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK



9587205944

Date

06/12/2024

Void after 7 years

440

Remitter: SOUTHEASTERN TURF GRASS SUPPLY, INC.

Pay To The Order Of: ST JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS

Pay: FIFTY THOUSAND
DOLLARS AND 00 CENTS

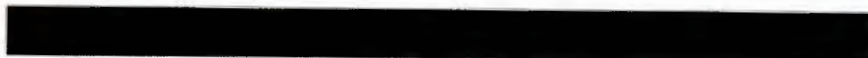
*** 50,000.00 **

Drawer: JPMORGAN CHASE BANK, N.A.

Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH

Do not write outside this box

Memo:
Note: For information only. Comment has no effect on bank's payment.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2024

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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 : National Union Fire Ins Co, PA		19445
	INSURER d : Vantapro Specialty Insurance Company		44768
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1064535291

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 INSD	SUBR 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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CWP019289D	4/12/2024	4/12/2025	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 \$
D	<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 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5087136100	4/12/2024	4/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			BE014670026	4/12/2024	4/12/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> 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	N/A	AWC1205663	4/12/2024	4/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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	4/12/2024	4/12/2025	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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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).

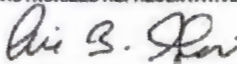
PRODUCER GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	CONTACT NAME: Edra Waller	
	PHONE (A/C, No, Ext): 904-421-8612	FAX (A/C, No): 904-421-8601
E-MAIL ADDRESS: ewaller@ghgins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Westfield Insurance Company		24112
INSURER B: Associated 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"/> PROJECT <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 - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		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 N/A	AWC1193953	4/12/2023	4/12/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 St. Johns County Board of County Commissioners 500 San Sebastian View St Augustine FL 32084	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Detail by Entity Name

Florida Profit Corporation
SOUTHEASTERN TURF GRASS SUPPLY, INC.

Filing Information

Document Number	F52480
FEI/EIN Number	59-2143802
Date Filed	11/02/1981
State	FL
Status	ACTIVE

Principal Address

6942 PHILLIPS PARKWAY DR. N.
JACKSONVILLE, FL 32256

Changed: 04/20/1993

Mailing Address

6942 PHILLIPS PKWY. DR., N.
JACKSONVILLE, FL 32256

Changed: 04/06/1994

Registered Agent Name & Address

WICKER, Jonathan C
6942 PHILIPS PKWY. DR. N.
JACKSONVILLE, FL 32256

Name Changed: 03/05/2014

Address Changed: 04/17/2008

Officer/Director Detail

Name & Address

Title P

WICKER, Jonathan C
6942 PHILLIPS PARKWAY DR. N.
JACKSONVILLE, FL 32256

Title V

WICKER, ROBERT D
6942 PHILIPS PKWY. DR. N.
JACKSONVILLE, FL 32256

Annual Reports

Report Year	Filed Date
2022	01/25/2022
2023	01/23/2023
2024	01/31/2024

Document Images

01/31/2024 -- ANNUAL REPORT	View image in PDF format
01/23/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/14/2020 -- ANNUAL REPORT	View image in PDF format
02/07/2019 -- ANNUAL REPORT	View image in PDF format
04/17/2018 -- ANNUAL REPORT	View image in PDF format
04/11/2017 -- ANNUAL REPORT	View image in PDF format
03/29/2016 -- ANNUAL REPORT	View image in PDF format
04/20/2015 -- ANNUAL REPORT	View image in PDF format
03/05/2014 -- ANNUAL REPORT	View image in PDF format
04/08/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2010 -- ANNUAL REPORT	View image in PDF format
04/15/2009 -- ANNUAL REPORT	View image in PDF format
04/17/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- ANNUAL REPORT	View image in PDF format
04/20/2006 -- ANNUAL REPORT	View image in PDF format
04/18/2005 -- ANNUAL REPORT	View image in PDF format
11/05/2004 -- ANNUAL REPORT	View image in PDF format
05/20/2004 -- ANNUAL REPORT	View image in PDF format
04/28/2003 -- ANNUAL REPORT	View image in PDF format
05/06/2002 -- ANNUAL REPORT	View image in PDF format
04/23/2001 -- ANNUAL REPORT	View image in PDF format
05/01/2000 -- ANNUAL REPORT	View image in PDF format
04/29/1999 -- ANNUAL REPORT	View image in PDF format
05/06/1998 -- ANNUAL REPORT	View image in PDF format
04/30/1997 -- ANNUAL REPORT	View image in PDF format
04/23/1996 -- ANNUAL REPORT	View image in PDF format
04/28/1995 -- ANNUAL REPORT	View image in PDF format



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

REQUEST FOR PROPOSALS

RFP NO: 1468R

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

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

TABLE OF CONTENTS

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EXHIBITS – SEPARATE ATTACHMENTS

EXHIBIT “A” – Current List of Fields and Acres

RFP NO: 1468R; 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 Proposers, 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 Department by or before **four o’clock (4:00PM EST) on Thursday, June 20, 2024**. Any proposals received by the SJC Purchasing Department after the stipulated deadline shall not be considered and will be returned to the Proposer, 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. Proposers 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 Proposer, 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, Proposers **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 Monday, May 27, 2024**. 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	May 16, 2024
Deadline for Questions	May 27, 2024
Proposal Submittal Deadline	June 20, 2024
Evaluation Meeting (Tentative)	June 27, 2024
Presentations (Tentative)	July 11, 2024
Begin Negotiations	July 27, 2024
Board of County Commissioners Meeting (Tentative)	September 3, 2024
Issue Final Contract (Tentative)	September 9, 2024
Contract Starts	October 1, 2024

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 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 Proposer, 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

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

K. COMPLIANCE WITH FLORIDA STATUTE 287.138

1. Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Consultant access to personal identifiable information if: 1) the Contractor is 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 Agreement with liability to ensure the County’s continued compliance with the statute.
2. Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, 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 of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

L. 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.

M. 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 Proposer that best serves the interest of St. Johns County.

N. PAYEE MANAGEMENT SYSTEM

The County has implemented a registration process for awarded Contractors, even if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Contractor will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Contractor has already registered within PaymentWorks, the registration does not have to be done again. The Contractor is responsible for completing the registration process for acceptance by the County, in order to receive any payments. If there are any questions about this process, Contractors can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us or Kayla Miller at kmiller@sjcfl.us.

O. 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. Proposers 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.

P. 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.

Q. 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 July 1, 2023.

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. 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.

R. 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. The Contractor must give Parks & Recreation Department designee at least forty-eight (48) hours' notice before attempting to access any school sites during school hours. **Please note that giving timely notice does not guarantee access to school properties.** The Contractor shall be required to reference the current St. Johns County Schools availability 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-imbusement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, 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. PERFORMANCE SECURITY

Proposers must include documentation in their submitted Proposal to show proof of their capability to provide Performance Security through one of the following proposed methods:

- I. Performance Bond equal to fifty thousand dollars and zero cents (\$50,000.00). If Proposer is electing to utilize a Performance Bond as their Performance Security, Proposer must include a certified letter from an acceptable Surety, attesting to Proposer's bonding capacity and Surety's confirmation of Proposer's ability to provide the required Performance Bond; OR
- II. Irrevocable Letter of Credit in the amount equal to fifty thousand dollars (\$50,000.00). If Proposer is electing to utilize an Irrevocable Letter of Credit as their Performance Security, Proposer must include a certified letter from an acceptable Financial Institution, attesting to Proposer's access to and ability to commit the required amount in an Irrevocable Letter of Credit upon award, which shall remain obligated to the County throughout the duration of the awarded Contract; OR
- III. Deposit a Cashier's Check with the County in the amount of fifty thousand dollars and zero cents (\$50,000.00). If Proposer is electing to utilize a deposited Cashier's Check as their Performance Security, Proposer must include a certified letter from an acceptable Financial Institution, attesting to Proposer's access to and ability to commit the required amount in a Cashier's Check upon award, which shall remain obligated to the County throughout the duration of the awarded Contract.

By submitting a Proposal, Proposer is agreeing to furnish one of the types of Performance Bond as shown above, and explicitly understands that the Performance Bond, in whatever format elected, shall remain obligated to the County throughout the duration of the awarded Contract.

Failure by a Proposer to select a format for a Performance Bond and/or submit required documentation to substantiate Proposer's capability to provide such Performance Bond shall cause Proposer to be deemed non-responsive and disqualified from consideration for award.

C. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Proposers 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.

D. TRADE SECRETS

To qualify any submitted information as Trade Secret, or confidential, the Proposer 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.

E. 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.

F. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Proposers 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.

Proposers shall not include the St. Johns County Seal/Logo in any part of their submitted package. Any packages received by the SJC Purchasing Department, 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.

G. 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.

H. 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 “E”**.

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 Proposer does not intend to utilize any sub-contractors, Proposer 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. **Failure to submit a breakdown of the annual pricing shall disqualify a Proposal from further consideration.**

Section 6: Administrative Information

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

Section 7: Performance Security

Proposers must submit sufficient documentation to demonstrate their capability to provide a Performance Security, in one of the forms, provided in PART III, Section B, Performance Security.

I. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Department 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.

J. 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 Proposer, including past performance (experience) with the County, or with other public agencies, prior to making any recommendation for award, or moving forward with negotiations.

K. 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	55
D. Proposed Pricing	20

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 Department, 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. 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 Proposer. The criteria by which presentations will be scored will be provided to the shortlisted Proposers 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 Proposer are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Proposer 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 Purchasing Director. 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 Proposer. 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 Proposer. The County reserves the right to delete, add to, or modify one or more components of the selected Proposer'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

Proposer 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 Proposer’s ability to obtain the required coverages upon award may be grounds for Proposer 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.

Any deductibles or costs related to the submittal of any claims by the County against Contractor’s policy/ies shall be the responsibility of the Contractor to pay.

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

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, 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 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, 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.

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 Proposer 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 _____ (Proposer) 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: 1468R; 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: 1468R; Weed & Pest Control Services 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 Proposer has no financial interest in the firm of another Proposer 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: 1468R; Weed & Pest Control Services for SJC Athletic Fields

ATTACHMENT "C"

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP NO: 1468R; 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: 1468R; 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

ATTACHMENT "E"
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: 1468R; Weed & Pest Control Services for SJC Athletic Fields

**ATTACHMENT "F"
E-VERIFY AFFIDAVIT**

STATE OF _____
COUNTY OF _____

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

1. Proposer 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: 1468R (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer 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. Proposer 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. Proposer 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 Proposer further understands and agrees that in the event of such termination, Proposer 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 Proposer

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: 1468R; Weed & Pest Control Services for SJC Athletic Fields

JESSICA LUNSFORD ACT FORM
ATTACHMENT "G"

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 LUNSFORD ACT 2005.

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

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

RFP NO: 1468R; 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

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 1468R
RFP TITLE:	Weed & Pest Control Services for SJC Athletic Fields
DUE DATE/TIME:	Thursday, June 20, 2024 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