



SCHOOL BOARD OF CLAY COUNTY

900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043

SERVICE AGREEMENT

By and Between

The School Board of Clay County, Florida

And

St Johns Turf Care

This Agreement ("Agreement") is made by and between The School Board of Clay County, Florida, a political subdivision of the State of Florida, located at 900 Walnut Street, Green Cove Springs, FL 32043, hereinafter referred to as "SBCC," and St Johns Turf Care whose business address is 1040 Hastings Federal Point Rd., East Palatka, FL 32131, hereinafter referred to as "Contractor," each individual referred to as a "Party" and, collectively, the "Parties."

WITNESSETH:

WHEREAS, SBCC desires to secure a contractual relationship for the purpose of providing ATHLETIC FIELD MAINTENANCE SERVICES for Clay County District Schools, as outlined in Exhibit "A," Scope of Services ("Services"), and

WHEREAS, these Services have been competitively solicited pursuant to Request for Proposal, which has been assigned to RFP # 20-MA-319 by SBCC for tracking purposes.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

1. DEFINITIONS

The following definitions of terms associated with this Agreement are provided to establish a common understanding between both Parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement.

- 1.1. **"AGREEMENT"** refers to the executed Agreement by and between SBCC and Contractor.
- 1.2. **"AMENDMENT"** means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to that certain scope of services ("Services"), attached hereto as Exhibit "A" and incorporated herein by reference, that contemplates a change in the Services, work, and materials to be provided and performed by Contractor pursuant to this Agreement, sets forth the basis of compensation due to Contractor of, and sets forth the time period and/or schedule for performance and completion thereof.
- 1.3. **"CONFIDENTIALITY"** For purposes hereof, "Confidential Information" shall mean any non-public information of the other party that is designated as confidential, or that the receiving party knew or reasonably should have known was confidential because it derives independent value from not being generally known to the public. Confidential Information shall not include any information which: (i) a party can demonstrate was rightfully in its possession prior to the date of disclosure to it by the other party; (ii) at the time of disclosure or later, is published or becomes part of the public domain through no act or failure to act on the part of a party; (iii) a party has developed independently without reference to any Confidential Information of the other party; (iv) a party can demonstrate such information came into its possession from a third-party who had a bona fide right to make such information available; or (v) is subject to the Florida Public Records Law, Chapter 119, F.S., or any other information required to be disclosed by a valid court order or agency of government.

- 1.4. "**CONTRACTOR**" means St Johns Turf Care, a Party hereto, who is authorized to conduct business in the State of Florida, offering Services hereunder, which has executed this Agreement, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the Services, work, and materials, including services and/or work of any approved sub-contractors, required under the covenants, terms, and provisions contained in this Agreement and any and all Amendments thereto. "Contractor" may be used interchangeably with Bidder.
- 1.5. "**FUNDS**" shall mean payment made by SBCC to Contractor hereunder.
- 1.6. "**SBCC**" shall mean Clay County District Schools and may be used interchangeably with SBCC or District or The School Board of Clay County, Florida.
- 1.7. "**PARTIES**" shall mean the parties entering into this Agreement, SBCC and Contractor, respectively.
- 1.8. "**SBCC**" shall mean The School Board of Clay County, Florida, a political subdivision of the State of Florida, and may be used interchangeably with SBCC or District or Clay County District Schools.
- 1.9. "**SERVICES**" shall mean the services as set forth and required, pursuant to the Agreement and described in further detail in Exhibit "A," attached hereto and incorporated herein by reference.

2. AMENDMENTS AND MODIFICATIONS

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

3. TERM AND TERMINATION

- 3.1. The initial term of this Agreement will cover the period beginning April 2, 2021 through March 31, 2022. This agreement may be renewed for three (3) additional one (1) year periods upon mutual agreement by all parties, in writing.
- 3.2. In the event, the awarded bidder violates any of the provisions of this RFP or fails to perform their obligation under this contract in a manner satisfactory to the SBCC as per specifications, the Supervisor of Purchasing shall give written notice to the Contractor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the SBCC for immediate cancellation of the contract. Failure of the Contractor to correct deficiencies shall give the SBCC the right to cancel this contract, but failure by the SBCC to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the SBCC or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the SBCC may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The SBCC reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the SBCC shall be relieved of all obligations under said contract. The SBCC shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the Contractor. The SBCC may cancel the contract upon ninety (90) days written notice for reasons other than cause and Contractor shall have no legal recourse or cause of action against the SBCC damages resulting from said cancellation.

4. PAYMENT

SBCC agrees to provide Funds for the Agreement as outlined in Exhibit "B," Fee Schedule, which is attached hereto and incorporated herein. Contractor shall be paid in accordance with the Florida Prompt Payment Act, Florida Statutes Chapter 218, upon submission of invoices to the SBCC at the prices stipulated on the contract at the time the order is placed, less deductions if any, after services rendered and accepted by SBCC in accordance with the Florida Prompt Payment Act. An original invoice referencing a SBCC purchase order number shall be submitted for payment to SBCC Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. Failure to follow these instructions may result in delay in processing invoices for payment.

5. AVAILABILITY OF FUNDS

The obligations of SBCC under this Agreement are subject to the availability of Funds lawfully appropriated for its purpose by the State of Florida and SBCC. In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the Contractor of such an occurrence and the RFP and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

6. PERSONNEL

- 6.1. All of the Services herein shall be performed by Contractor or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services. All employees and/or sub-contractors of the Contractor shall be considered to be at all times the sole employees and responsibility of Contractor under their sole direction and not an employee or agent of SBCC. The contractor shall supply competent employees and/or sub-contractors and the SBCC may require the Contractor to remove an employee and/or sub-contractor whose presence on SBCC property is not in the best interest of the SBCC. Each employee and or sub-contractor of contractor shall have and wear proper identification while on SBCC property and are required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable.
- 6.2. In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465,467 or 468 and possess a SBCC fingerprinting clearance card prior to entry upon SBCC property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the SBCC.

7. FEDERAL AND STATE TAX

- 7.1. SBCC does not pay Federal Excise and State taxes. Tax exemption number is on the Purchase Order. Contractor shall not be exempted from paying applicable sales tax to State of Florida and/or federal government, as case may be, for the purchase of materials to fulfill contractual obligations with SBCC, nor shall Contractor be authorized to use SBCC's tax exemption number in securing such materials.
- 7.2. Contractor shall be responsible for payment of its own FICA and social security benefits with respect to this Agreement.

8. DOCUMENTATION AND REPORTING

In the performance of this Agreement, Contractor shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures. Documentation in connection with the description of the Services as set forth in Exhibit "A" attached hereto shall be provided.

9. INSURANCE

At its sole expense, Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. **The Contractor SHALL ensure that any sub-Contractor they use maintain the same level of insurance coverage.** Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods. Insurance shall remain in effect for the term of this Agreement and such insurance will apply to Contractor, its employees, agents, and subcontractors.

- 9.1 **WORKERS' COMPENSATION INSURANCE:** Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-Contractors employed at the site of the project. Such insurance shall comply fully with Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of his employees not otherwise protected. SBCC shall accept an approved Certificate of Election to be Exempt from Florida's Workers' Compensation Law.

<u>State</u>	<u>Employer's Liability</u>	
- Statutory	- Per Accident	\$100,000.00
	- Disease, Policy Limit	\$500,000.00
	- Disease, Each Employee	\$100,000.00

9.2 **COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE:**

Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverage's:

Bodily Injury

- Each Occurrence \$1,000,000.00
- Annual Aggregate \$2,000,000.00
- Completed Operations and Products Liability shall be maintained for one (1) year after final payment

Property Damage

- Each Occurrence \$1,000,000.00
- Annual Aggregate \$2,000,000.00

Personal Injury

- Annual Aggregate \$1,000,000.00

9.3. **AUTOMOBILE INSURANCE:** Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage's:

Bodily Injury

- Each Person \$1,000,000.00
- Each Occurrence \$1,000,000.00
- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000.00)

Property Damage

- Each Occurrence \$1,000,000.00

9.4 **Contractor agrees to the following as it relates to all above required insurance:**

9.4.1. Contractor shall furnish, prior to commencement of performance under this contract, to the SBCC Purchasing Department, Certificate(s) of Insurance which clearly indicate the insurance coverage required above have been obtained. **Certificate(s) of Insurance shall be submitted directly from Contractor's Insurance Agent and Mark All Certificates Attn: SBCC Purchasing Department, as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list The School Board of Clay County as Additional Insured.** Receipt of proof of insurance shall not be construed as an approval of Contractor's insurance or a release or waiver of Contractor's obligation to provide required insurance..

9.4.2. To the extent permitted by law, Contractor's insurance shall contain a waive rights to recover from SBCC or its insurance.

10. STANDARD OF CARE

In providing Services under this Agreement, Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice by SBCC, Contractor will correct those Services not meeting such a standard.

11. INDEMNIFICATION

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the Contractor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

12. SUCCESSORS AND ASSIGNS

The successful Contractor(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful Contractor(s) have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful Contractor(s) obligations cannot be delegated.

13. GOVERNING LAW AND REMEDIES

- 13.1. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in the state courts located in Clay County, Florida and the Agreement, shall conform to applicable Florida Statutes, and be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- 13.2. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

14. CONFLICT OF INTEREST

Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, F.S. Contractor further represents that no person having any interest shall be employed for said performance of services. Contractor shall promptly notify SBCC in writing by certified mail of all potential conflicts of interest for any prospective business association, interest, or other circumstances which may influence or appear to influence Contractor's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstances and the nature of work that Contractor may undertake. Contractor shall request an opinion by SBCC as to whether the association, interest, or circumstance would, in the opinion of SBCC, constitute a conflict of interest if entered into by Contractor. SBCC agrees to notify Contractor of its opinion by certified mail within thirty (30) calendar days of receipt of notification by Contractor. If, in the opinion of SBCC, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Contractor, SBCC shall so state in its response, and Contractor may, at its option, enter into said association, interest, or circumstance and it shall be deemed not a conflict of interest with respect to the Services provided to SBCC by Contractor under the terms of this Agreement. If SBCC, in its sole discretion, determines that there is a conflict, Contractor shall not enter into or if already entered into, will immediately terminate such arrangement or Agreement with the subject business associate.

15. INDEPENDENT CONTRACTOR RELATIONSHIP

- 15.1. Contractor is, and shall be, in the performance of all Services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of SBCC. All persons engaged in any of the work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to Contractor's relationship and the relationship of its employees to SBCC shall be that of an independent contractor and not as employees or agents of SBCC. Contractor does not have the power or authority to bind SBCC in any promise, agreement, or representation.
- 15.2. Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

16. ARREARS

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

17. PUBLIC RECORDS

- 17.1. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, F.S., which generally makes public all records or other writings made by or received by the Parties. Contractor acknowledges its legal obligation to comply with Section 119.0701, F.S. Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, which would be required to be kept and maintained by SBCC in order to perform the scope of services. Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to SBCC, all public records in the possession of Contractor upon a request for such public records. See Section 119.0701(2)(b)4, F.S., for additional record keeping requirements.
- 17.2. A request to inspect or copy public records relating to SBCC's contract for services must be made directly to SBCC's Custodian of Public Records. If SBCC does not possess the requested records, SBCC's Custodian of Public Records shall immediately notify Contractor of the request. Contractor must provide a copy of the records to SBCC or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. If Contractor does not timely comply with SBCC's request for records, SBCC shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.
- 17.3. Should Contractor fail to provide the requested public records to SBCC within a reasonable time, Contractor understands and acknowledges that it may be subject to penalties under Sections 119.0701(3)(c) and 119.10, F.S.
- 17.4. Contractor shall not disclose public records that are exempt, or confidential and exempt, from public records disclosure unless specifically authorized by law for the duration of this Agreement term and following the completion, expiration, or termination of same if Contractor does not transfer the records to SBCC. Upon completion, expiration, or termination of this Agreement, Contractor shall transfer, at no cost to SBCC, all public records in its possession or keep and maintain public records required by SBCC to perform the services. If Contractor transfers all public records to SBCC, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Contractor keeps and maintains public records upon completion, expiration, or termination of this Agreement, Contractor shall meet all applicable requirements for retaining public records and provide requested records to SBCC pursuant to the requirements of this Article. All public records stored electronically must be provided to SBCC in a format that is compatible with the information technology systems of SBCC.
- 17.5. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@MYONECLAY.NET**

18. CONTINGENT FEES

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

19. ACCESS AND AUDITS

Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the services. All Contractors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific RFP/contract for the purpose of making audit, examination, excerpts and transcriptions. All Contractors, contractors and subcontractors shall retain all records pertaining to this RFP/contract for three (3) years after SBCC makes final payment and all other pending matters closed.

20. NONDISCRIMINATION

Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

21. SURVIVAL

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

22. AUTHORITY

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

23. COMPLIANCE WITH LAWS

Contractor agrees it shall comply with all applicable Federal, State, and Local laws, codes, ordinances, permitting, and regulations as well as applicable SBCC policies and regulations, rules, and guidelines in connection with the Services to be provided hereunder. Contractor shall obtain and possess throughout the term of this Agreement all licenses and permits required for its operations under Federal, Florida, and local laws and shall comply with all fire, health, and other applicable regulatory codes. SBCC agrees it shall comply with all applicable laws, codes, ordinances, permitting, and regulations in connection with the Services to be provided hereunder.

24. SEVERABILITY

In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid.

25. NAMES; TRADEMARKS

Contractor shall acquire no rights under the Agreement to, and shall not use, The School Board of Clay County, either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark in any of Contractor's advertising, publicity, or promotion; to express or imply any endorsement by SBCC of its Services; or in any other manner without the prior review and written approval by SBCC. This clause shall survive the expiration or sooner termination of this Agreement.

26. PROTECTION AND HANDLING OF DATA

- 26.1. **Data Confidentiality** - Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information. Contractor will provide SBCC with written notice before disclosing information so that SBCC may seek an appropriate protective order or other remedy. Contractor shall exercise commercially reasonable efforts to keep the Protected Information confidential.

- 26.2. **Safekeeping and Security** - As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.
- 26.3. **Non-Disclosure** – Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and SBCC.

27. NON-EXCLUSIVE AGREEMENT

The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.

28. ENTIRETY OF AGREEMENT

SBCC and Contractor agree that this Agreement and any documents made a part thereof, sets forth the entire agreement between the Parties, that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto. In the event a conflict arises, the Parties shall discuss any such conflict and the priority of controlling documents shall be as follows: this Agreement, the RFP 20-MA-319 solicitation, any addenda, and Contractor's response to the solicitation. Note that SBCC reserves the exclusive right to rectify any conflicts in its sole discretion.

29. CONSTRUCTION OF AGREEMENT

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

30. OTHER CONDITIONS

- 30.1. **Legal Authority** - It is understood that those signing this Agreement have the legal authority to enter into binding Agreements. Contractor hereby certifies he/she is an authorized representative, officer or employee having authority to legally bind the company or firm by submitting the following information as firm's (Bidder and/or Contractor) RFP. Bidder agrees to complete and unconditional acceptance of the contents of all pages in its Request For Proposal (RFP), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in RFP, and any released Addenda and understands that the following are requirements of RFP; Bidder certifies its offer was made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this RFP are true and accurate.
- 30.2. **Terms and Conditions** - This Agreement and RFP 20-MA-319 contain all the terms and conditions agreed upon by the Parties. Items incorporated by reference are physically attached hereto. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind the Parties hereto.

31. NON-WAIVER

The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof; nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party.

32. FORCE MAJEURE

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

33. NOTICE

All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Attention: Purchasing Department
800 Center Street
Green Cove Springs, FL 32043

ST JOHNS TURF CARE

Attention: Jeff Pilcher
1040 Hastings Federal Point Rd.
East Palatka, FL 32131

IN WITNESS WHEREOF, SBCC has made and executed this Agreement and Contractor has made and executed this Agreement on the day and year written below.

ST JOHNS TURF CARE

Authorized Representative Signature

Name & Title (Type or Print)

Date

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Mary Bolla

Date

School Board Chair

Exhibit "A"

**SCOPE OF SERVICES
per RFP 20-MA-319**

SCOPE OF SERVICES – The District wishes to receive proposals for selection of a Contractor(s) to provide Athletic Field Maintenance Services at various schools and facilities from the date of award through March 31, 2022, with renewal options.

The goal of SBCC and these services is to enhance the athletic fields and improve the appearance and care for all sites. Contractor(s) shall service sites and coordinate services with SBCC Representatives for each site, and inform those representatives of all treatments, services and completion status of said services.

SBCC currently has 13 sites located throughout Clay County, Florida that may require services under this RFP. Addresses for those sites are included as Appendix A, and maps of those sites are included as Appendix B. Site review/visits can be arranged by contacting John Sgromolo at (904)336-6919 or via email at john.sgromolo@myoneclay.net. Upon written notification to the Contractor, sites shall be added, or deleted, at the sole discretion of the School Board.

These sites include baseball, softball, football and practice fields. SBCC reserves the right to add or delete sites as necessary for the duration of the contract. Contractor(s) shall be able to perform services at any SBCC site. Pricing submitted by Contractor(s) under this RFP will be held for any additional site based upon the pricing given herein.

The majority of orders under this RFP will be placed by the SBCC Representative for each site. Any and all work ordered under this RFP is **upon request**, on an as needed basis only. Therefore, no minimum or maximum amount of work is guaranteed.

THE SERVICES:

1.1 All work performed under this RFP will be in the best interest of safety at all times, especially when students are present in and around designated areas. No power equipment shall be operated in the vicinity of students during periods such as class change, recess, after school care, fire drills, etc. Proper operation of equipment to include installed manufacturer safety devices is the awarded contractor's responsibility. Shirts and work pants must be worn at all times.

1.2 The awarded Contractor(s) shall provide as required, all necessary labor, materials, equipment and transportation to provide complete athletic field maintenance and services as required by the SBCC, and as specified in this RFP.

1.3 The awarded Contractor(s) must comply with all local, state and federal codes and School Board Rules.

1.4 The awarded Contractor(s) shall be responsible for any damage to District property, personal property or visitor property due to negligence on the part of the awarded contractor's employees or agents. The awarded Contractor(s) agree to repair, at own expense, any damage that was caused by the awarded Contractor(s), their employees or their agents.

1.5 The awarded Contractor(s) will be responsible for the removal of any blemish, tarnish or marking left on District grounds resulting from the awarded contractor's equipment. Specifically, but not limited to, concrete.

1.6 The awarded Contractor(s) shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the District, within 48 hours after receipt of notification of such faulty labor or workmanship. If the awarded Contractor fails within 48 hours to correct defects, the District shall be entitled to have such work remedied and the awarded contractor shall be fully liable for all costs and expense reasonably incurred by the District.

1.7 It is anticipated that most work will be accomplished Monday through Friday, taking into consideration holidays, or other school calendar days when the school may be closed. Any work disruptive to the operation of the school may require work to be performed after school hours or on a non-school day. Work performed on any day other than Monday through Friday must be cleared with the SBCC Representative prior to the commencement of the work.

1.8 If an unforeseen situation arises at any site that will affect the services, an authorized SBCC Representative will contact the awarded Contractor(s). The services may or may not be rescheduled, whichever is in the best interest of the District.

1.9 If conditions exist which prevent the awarded Contractor(s) from completing requested services, they must contact the appropriate SBCC Representative within 24 hours to reschedule remaining work.

1.10 TYPE OF SERVICE AND DESCRIPTION:

Contractor(s) shall be expected to perform the following types of services per the information contained herein. All of these services will be provided by the selected Contractor(s) **upon request** on any other applicable SBCC sites. This list of services is given for proposal purposes only and to inform vendors of the types of services that may be needed. This list does not limit or obligate SBCC.

- Weed Control and Management – Contractor will apply both liquid and granular herbicides to all fields as required to control all broad leaf weeds, sedges and grassy weeds on all fields and in accordance with plan agreed upon with SBCC Representatives.
- Insect Control and Management – Contractor will apply both liquid and granular insecticides as required to preventatively control turf damaging insects and fire ants and in accordance with plan agreed upon with SBCC Representatives.
- Fertilization – Contractor will apply both liquid and granular fertilizer to all fields as required to maintain turf color and vigor and in accordance with plan agreed upon with SBCC Representatives.
- Aeration – Contractor will aerate using tractor mounted equipment as required and in accordance with plan agreed upon with SBCC Representatives.
- Seed spreading and removal – Contractor will apply seeds using a tractor mounted spreader or walk behind drop spreader for infields and tight spaces. Removal of perennial rye grasses will be in accordance with plan agreed upon with SBCC Representatives.
- Verticutting – Contractor will verticut using tractor mounted equipment as required and in accordance with plan agreed upon with SBCC Representatives. Verticutting includes removal and disposal of debris on campus as directed by SBCC Representatives.
- Material Hauling (Infield Conditioner/Warning Track Material) – Contractor will haul all material in turf friendly trailers, and provide any required material.

- Top Dressing – Contractor will apply top dressing as requested by SBCC Representatives.
- Rototilling – Contractor will rototill softball/baseball infields or any other needed areas.
- Fungus/Disease Control – Contractor will apply required fungicides on all fields as required to control nematodes and any other fungi and in accordance with plan agreed upon with SBCC Representatives.
- Sod Removal and Replacement – Contractor shall remove/add necessary sod to conform to dimensions required or as directed by SBCC. Sod will be supplied by Contractor.
- Optional and additional services to athletic fields as necessary as directed by SBCC. Optional services include:
 - Infield conditioner spreading
 - Warning track grading
 - Turf reconstruction
 - Replacement of sod where needed

1.11 Lead Supervisor shall meet with SBCC Representatives prior to the commencement of any project. Description of services and details for completion, methodology and any other pertinent information will be discussed.

1.12 Crew Supervision:

It is the responsibility of the Contractor's Lead Supervisor to direct their crew and employees and convey all pertinent information that was expressed prior to work commencement. The SBCC Representative will not be responsible for explaining work to the crew.

SERVICE PERFORMANCE:

2.1 The Contractor(s) shall have full responsibility for systematically and professionally servicing the agreed to areas as requested. Service will be as agreed upon by SBCC and Contractor(s) and proceed in a contiguous manner. If the minimum acceptable performance is not achieved for any area of the project within a reasonable time frame following project completion, additional service shall be the responsibility of the Contractor(s) at no cost to SBCC. A reasonable time frame is dependent upon scope of work and weather conditions.

2.2 SBCC will rely on Contractor(s) to utilize the best, safe and efficient methods for performing services for each of its sites. SBCC is open to work with Contractor(s) to utilize the best possible methods to perform service with as little interference to the site as possible.

2.3 Please note that all methods for performing services shall be approved by SBCC prior to use. Any method deemed unnecessary, inefficient or dangerous to the site shall not be performed at any site.

2.4 Contractor(s) may also perform these additional miscellaneous services:

- Professional assistance to determine possible solutions to issues with Athletic Fields.
- Provide pricing proposals on athletic field maintenance as requested.

2.5 The Contractor(s) shall immediately notify the SBCC Representative upon discovery of any new or problematic issues. SBCC will be the sole determiner if action is required.

2.6 HERBICIDE/INSECTICIDE/CHEMICAL APPLICATION:

Contractor(s) will be permitted to use herbicides/insecticides/chemicals in certain areas to assist in the performance of services under this RFP. Contractor(s) will be responsible to provide any and all herbicides, insecticides or other chemicals/materials necessary to perform services. Contractor(s) shall ensure that all restricted-use pesticides/herbicides/chemicals will be applied only by employees licensed by the Florida Department of Agriculture and Consumer Services with the appropriate Commercial Applicator License. That license will be a Category 3 Ornamental and Turf Pest Control License. Contractor(s) shall provide copies of these licenses within 24 hours of request. Failure to do so will result in the proposal being considered non-responsive. Furthermore, at no time shall any chemical be applied when any students or staff members are present in the immediate area. Any violation will be cause for immediate termination of contract from site or all sites.

Contractor(s) will be expected to comply with all herbicide/insecticide/chemical labels in its applications. ALL CHEMICALS SHALL BE USED IN ACCORDANCE WITH THEIR LABEL INSTRUCTIONS. Contractors will provide SBCC Representatives with a Material Safety Data Sheet (MSDS) for any chemical they apply, every time they apply it. The Contractor is liable for any penalty, fines, or damages resulting from the misuse of chemicals.

Contractor(s) shall list on the included sheet (Pricing Section D), any chemicals that will have a high usage in the work described herein. Chemical information shall include name, brand name, manufacturer, EPA Registration #, any model or MSDS # applicable and a brief description/purpose of usage. Please note it is not necessary to submit MSDs with RFP for those chemicals listed. Any and all MSDS will be collected from Contractor(s) after award and prior to usage.

Any and all chemicals must be approved by SBCC prior to usage.

While on the job site all chemicals must be kept secured at all times and handled in leak free containers per any and all applicable laws.

The Contractor is responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection in such cases. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product or other hazardous material. The Contractor shall have on site at all times, appropriate first-aid and spill kit(s).

The Contractor shall properly dispose of chemical containers as set forth in the label instructions and in accordance with applicable federal, state and local requirements.. SBCC dumpsters are not to be utilized at any time during the course of the contract and all empty chemical containers will be removed by Contractor from site.

At no time will any chemical or spray be permitted to be used around or near playgrounds, playground equipment or on P.E. fields or equipment. Any violation will be cause for immediate termination at site and possible termination from all contracted sites.

Throughout the duration of the contract, it is understood that newly researched chemical products may become available. SBCC may consider these chemicals as they are made available. Contractor(s) shall meet with SBCC to discuss alternate products or new technologies that may increase efficiency, safety and/or be more environmentally safe at any time during the course of the contract. Any new product will be reviewed and either rejected or accepted at SBCC's discretion.

Contractor(s) will be responsible for supplying their personnel with any and all personal protective equipment for their operators. Failure to do so may be grounds for termination of contract.

2.7 ESTIMATES:

At the request of SBCC, Contractor(s) will provide estimates. At the time of the request, an authorized SBCC Representative will contact the awarded Contractor(s) and give a detailed description and further specifications of the project at hand. Contractor shall provide written, "not to exceed" estimates on all services as directed by the SBCC Representative. Contractor(s) should familiarize themselves with the extent of the work for each service/project to be performed and any conditions that may in any manner affect the work to be done and the equipment, materials and labor required. Estimates shall be priced per all pricing submitted under this RFP, to include the labor and itemized material list, number of calendar days required for project completion and lead time before work can commence. Contractor(s) should also include an assessment of any site or additional repairs to larger damaged areas or any other general observation of interest to the SBCC Representative.

After the initial contact by SBCC and response from Contractor(s), a meeting may take place prior to estimate being submitted. A meeting should be scheduled within three (3) to five (5) days from the original response. Written estimates shall be provided within five (5) business days of either the initial contact or any meeting. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates and to respond accordingly to SBCC. All estimates shall be clearly broken down using pricing from this RFP.

Estimates on projects may be utilized to determine if projects are cost effective and fiscally allowable by SBCC. Contractor(s) may expect to submit estimates that may be changed, altered or rejected. When an estimate has been approved, a purchase order will be issued and authorization to commence the project will be given by the SBCC Representative. **No work shall commence without a purchase order and District authorization.**

2.8 SBCC reserves the right to add supplementary specifications to any service(s) that fall under the scope of this RFP. Supplementary specifications may be for larger or special circumstances, at the time of said project. A price may be negotiated at the time if necessary for any supplementary specifications.

2.9 In the event additional work is required outside of an approved or scheduled service or project, the Contractor shall not proceed without the written approval of SBCC. This includes any emergencies that may arise. The Contractor shall be forewarned that only the SBCC Representative may order or approve work to be performed.

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Exhibit "B"

**FEES FOR SERVICES
Per St Johns Turf Care
RFP 20-MA-319 Price Proposal**

PRICING

A. Standard Services – Fixed Labor Rates:

Contractor(s) are expected to provide a rate for each of the specific services listed below, that shall include all supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools or hand tools normally associated with the trade or industry standard and be exclusive of taxes as well as any other items necessary for the proper execution and completion of any services rendered under this RFP. **No additional charges or hidden costs shall be allotted during the course of the contract.** Contractor(s) shall provide pricing for all items listed below, failure to do so shall be cause for proposal to be deemed non-responsive.

	<u>Service</u>		<u>Cost Per Application</u>	<u>Per</u>
1.	Herbicide Application	Liquid	\$45	Acre
		Granular	\$45	Acre
2.	Insecticide Application	Liquid	\$45	Acre
		Granular	\$45	Acre
3.	Fertilizer Application	Liquid	\$45	Acre
		Granular	\$45	Acre
4.	Fungus / Disease control	Liquid	\$45	Acre
		Granular	\$45	Acre
5.	Aeration – Football Stadium		\$500 with cleanup \$250 without cleanup	Acre
6.	Aeration – Baseball		\$500 with cleanup \$250 without cleanup	Acre
7.	Aeration – Softball		\$500 with cleanup \$250 without cleanup	Acre
8.	Verticutting – Football Stadium		\$500	Acre
	Verticutting – Baseball		\$500	Acre
	Verticutting – Softball		\$500	Acre
	Rototill – Football Stadium		N/A	
	Rototill – Baseball		\$1250 (will include laser grade)	Field
	Rototill – Softball		\$1250 (will include laser grade)	Field
	Top Dressing – Football Stadium		\$500	24 Ton Load
	Top Dressing – Baseball		\$500	24 Ton Load
	Top Dressing – Softball		\$500	24 Ton Load
9.	Sod removal / replacement		\$1.50	Square Foot

B. Additional Services – Fixed Labor Rates:

Contractor shall supply hourly labor rates below for any and all **additional services** that are similar in scope and intent of this RFP or for work at the request of SBCC. Rates shall be provided for a Lead Supervisor and technician. All labor rates shall include the use of truck, tools and all other items necessary for satisfactory service. Rates shall be provided for standard business hours (M-F, 7am to 5pm) and non-standard business hours (anytime/day outside of standard business hours). All hourly rates and times shall start on the “job site”. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by SBCC.

<u>Trade</u>	<u>Standard Hourly Rate</u>	<u>Non Standard Hourly Rate</u>
Lead Supervisor	\$156.25	\$
Technician	\$156.25	\$
Other:	\$156.25	\$
Other:	\$156.25	\$

C. Optional Services - Fixed Labor Rates:

Contractor(s) may provide a rate for each of the optional specific services listed herein, that shall include all supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools, or hand tools normally associated with the trade or industry standard and be exclusive of taxes as well as any other items necessary for the proper execution and completion of any services rendered under this RFP. **No additional charges or hidden costs shall be allotted during the course of the contract.**

	<u>Service</u>	<u>Cost</u>	<u>Per</u>
	Warning track grading	\$25	Square Foot
	Infield Conditioner spreading	\$23	Square Foot
	Rye seed spreading	\$250	Acre
	Rye Grass removal	\$75	Acre

D. Chemicals/Materials/Sand/Seed/Infield Conditioner:

Any and all chemicals, materials, sand, seeds or conditioners directly related to the services described herein shall be noted below unless otherwise noted in this RFP. Please list any below that may have high usage under this RFP, along with the markup percentage. Chemical pricing is per pound for granular and per gallon for liquid. Sand, seed and infield conditioner pricing is per 50lb bag.

<u>Name</u>	<u>Brand</u>	<u>Manufacturer</u>	<u>EPA#</u>	<u>MSDS#</u>	<u>Usage</u>	<u>Price</u>
						___ % above cost
						___ % above cost
						___ % above cost
						___ % above cost
						___ % above cost
						___ % above cost
						___ % above cost
						___ % above cost
						___ % above cost
						___ % above cost
						___ % above cost
List an overall % above cost to products that Contractor can supply but that are not listed above.						20% above cost

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SUBMIT RFP TO:
**SCHOOL BOARD OF CLAY COUNTY
 PURCHASING DEPARTMENT**
 800 Center Street
 Green Cove Springs, Florida 32043

REQUEST FOR PROPOSAL

Acknowledgement Form

Page 1 of 42 Pages	RFP WILL BE OPENED AT: 2:00 P.M. SEPTEMBER 22, 2020 and may not be withdrawn within 90 days after such date and time.	RFP NO. 20-MA-319
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POSTING TIME & DATE 10:00 A.M. AUGUST 11, 2020	PURCHASING DEPARTMENT REPRESENTATIVE Scott Schultz, Procurement Coordinator Email: Scott.Schultz@myoneclay.net	RFP TITLE ATHLETIC FIELD MAINTENANCE SERVICES – COUNTY WIDE
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CONTRACTOR NAME	"NO RFP" REASON FOR NOT SUBMITTING RFP To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated RFP opening date and hour.
CONTRACTOR MAILING ADDRESS	<hr/> AUTHORIZED SIGNATURE (MANUAL) <hr/> <hr/> AUTHORIZED SIGNATURE (TYPED or PRINTED) <hr/> <hr/> TITLE
CITY-STATE-ZIP	
TELEPHONE NUMBER: ()	
FAX NUMBER: ()	
EMAIL ADDRESS:	

I hereby certify that I am submitting the following information as my firm's (Bidder and/or Contractor) RFP and am authorized as the Bidder and/or Contractor to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request For Proposal (RFP), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in RFP, and any released Addenda and understand that the following are requirements of RFP and failure to comply will result in disqualification of RFP submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this RFP are true and accurate.

SEALED RFP: All RFP sheets, requested documents, and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the RFP number, date and time of the RFP opening and the company name. All RFPs are subject to the conditions specified herein. Those which do not comply with these conditions are subject to RFP being considered Non-Responsive.

<p>SIGNATURE REQUIRED CHECKLIST:</p> <p>Documents shall be submitted with RFP</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM (Page 1) <input checked="" type="checkbox"/> SPECIAL CONDITIONS (Page 9) <input checked="" type="checkbox"/> PRICING TABLES (Page 16) <input checked="" type="checkbox"/> DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 34) <input checked="" type="checkbox"/> CERTIFICATION REGARDING NON-DISCRIMINATING (Page 35) <input checked="" type="checkbox"/> CERTIFICATION REGARDING LOBBYING (Page 36) <input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION (Page 37) <input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 38) <input checked="" type="checkbox"/> BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS (Page 39) <input checked="" type="checkbox"/> NON-COLLUSION AFFADAVIT (Page 40) <input checked="" type="checkbox"/> PROPOSAL CERTIFICATION (Page 42) 	<p>SUBMITTAL REQUIRED CHECKLIST:</p> <p>Documents submitted with RFP.</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> APPLICANT STATEMENT–BACKGROUND INFORMATION (Page 41)
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GENERAL CONDITIONS

SEALED RFP REQUIREMENTS: Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida ("SBCC" or "District") and enter information only in the spaces where a response is requested. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a RFP. Bidders may use an attachment as an addendum to the RFP if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms, and/or conditions regardless of how slight. If variations are not stated in the RFP, it shall be assumed that the product or service fully complies with the specifications, terms, and conditions herein.

BIDDER'S RESPONSIBILITY: It is the responsibility of the Bidder to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a RFP without regard to how a copy of this RFP was obtained. All RFPs are subject to the conditions specified herein, on the attached RFP documents, and on any Addenda issued thereto.

RFP SUBMITTED: Completed RFP must be submitted in a sealed envelope with RFP number and name clearly typed or written on the front of the envelope. **RFPs must be time stamped in SBCC Purchasing Department on or before Due Date and time listed on Acknowledgement Form. The address for RFP submittal, including hand delivery and overnight courier delivery, is indicated as: 800 Center Street, Green Cove Springs, Florida 32043.** RFPs submitted by telegraphic, email, or facsimile transmission shall not be accepted. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their RFP or related material. Procurement and Warehousing Services shall not accept delivery of any RFP or related material requiring SBCC to pay for any portion of the delivery cost or the complete delivery cost.

EXECUTION OF RFP: RFP shall contain a manual signature of an authorized representative, officer or employee having authority to legally bind the company or firm in the space provided above. All RFPs must be completed in ink or typewritten. Use of erasable ink is not permitted. *If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the RFP even when using opaque correction fluid. SBCC reserves the right to reject any RFP or RFP item completed in pencil or any RFP that contains illegible entries or price corrections not initialed.*

PRICES QUOTED: Deduct discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the RFP specification. In case of discrepancy in computing the amount of the RFP, the **Unit Price** quoted shall govern. Each item must be RFP separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for RFP evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the SBCC Accounts Payable Department, whichever is later. Cash or quantity discounts offered shall not be a consideration in determination of award of RFP(s).

TAXES: SBCC does not pay Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

MISTAKES: Bidders are expected to examine the specifications, delivery schedules, RFP prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

SUBSTITUTIONS: SBCC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their RFP once awarded by SBCC. Any substitute shipments shall be returned at the Awardee's expense.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If RFPs are based on equivalent products, indicate the manufacturer's name and product number on the RFP form. Bidder shall submit cuts, sketches, and descriptive literature and/or complete specifications with their RFP. Reference to literature submitted with a previous RFP shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The SBCC reserves the right to determine acceptance of item(s) as an approved equivalent. RFPs that do not comply with these requirements are subject to rejection. RFPs lacking any written indication of intent to RFP an alternate brand shall be received and considered in complete compliance with the specifications as listed on the RFP form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction.

However, changes shall not be binding upon the SBCC unless evidenced by a Change Notice issued and signed by authorized SBCC representative.

SAMPLES: Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after RFP opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, RFP number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP item. Unless otherwise indicated, samples should be delivered to SBCC Purchasing Department, 800 Center Street, Green Cove Springs, FL 32043.

DELIVERY: All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to SBCC upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the Contractor retains the sole insurable interest in the goods. The SBCC shall not accept collect freight charges. Time of delivery is an important consideration for the SBCC in making the award. The SBCC reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the Contractor's expense. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBCC administration is closed.

AWARDS: In the best interest of the SBCC, the SBCC reserves the right to: 1) withdraw this RFP at any time prior to the time and date specified for the RFP opening; 2) make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; 3) to acquire additional quantities at prices quoted on this RFP unless additional quantities are not acceptable, in which case, the RFP sheets must be noted "RFP IS FOR SPECIFIED QUANTITY ONLY."; 4) to reject any and all RFPs or waive any minor irregularity or technicality in RFPs received; and 5) when it is determined there is no competition to the lowest responsible bidder, evaluation of other RFPs are not required. Bidders are cautioned to make no assumptions unless their RFP has been evaluated as being responsive. Upon award of this RFP, the successful bidder shall be notified of the award configuration in writing by the Purchasing Department. The bidder who is awarded this contract resulting from this RFP is cautioned not to provide goods and services to any SBCC site or to any SBCC employee prior to receiving a purchase order issued by the SBCC Purchasing Department. Notification of award is not to be construed as authorization to provide goods or services. The SBCC is not obligated to pay invoices for the provision of goods or services for which the SBCC Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the SBCC. All awards made as a result of this RFP shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the state court located in Clay County, Florida.

RFP OPENING: All RFPs shall be received no later than the date and time specified on the document. All RFPs received after that time shall not be considered. It is the bidder's responsibility to assure that their RFP is delivered at the proper time and place of the RFP opening. RFPs, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the RFPs only, details concerning pricing or the offering may not be announced. All RFPs submitted shall become public record in accordance with F.S. 119.071. RFP files may be examined during normal working hours by appointment.

PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, RFPs received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all RFP documents or other materials submitted by all Bidders in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its RFP is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the RFP claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the RFP is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

PUBLIC RECORDS REQUEST: All public records requests shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.336-6500, or by email at: PRR@myoneclay.net The Public Records Request Procedure form is available online at <https://www.oneclay.net/domain/5052>

INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBCC are found to be defective or not conform to specifications, SBCC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

PAYMENT AND INVOICING: Contractor shall be paid in accordance with the Florida Prompt Payment Act, Florida Statutes Chapter 218, upon submission of invoices to the SBCC at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act. An original invoice referencing a SBCC purchase order number shall be submitted for payment to

GENERAL CONDITIONS

SBCC Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. Failure to follow these instructions may result in delay in processing invoices for payment.

INSURANCE / LICENSES / PERMITS: Bidder, by virtue of submitting a RFP, shall be in full compliance with LIABILITY INSURANCE, LICENSES AND PERMITS as specified herein. Bidder shall take special notice that SBCC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- by AM Best. All policies must remain in effect during the performance of the contract.

Where Awardees are required to enter or go onto SBCC property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBCC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their RFP.

RFP BONDS / PERFORMANCE BONDS: RFP bonds, when required, shall be submitted with the RFP in the amount specified in Special Conditions. RFP bonds shall be returned to non-Awardees. After acceptance of RFP, SBCC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the RFP bond shall be returned to the Awardee.

LICENSES, CERTIFICATIONS AND REGISTRATIONS: As of the RFP Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for RFP to be considered a responsive and responsible RFP. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by SBCC. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its RFP or within 24 hours upon request by SBCC.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the RFP Opening, shall provide notice to the Supervisor of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP Opening shall not relieve the Awardee of its responsibilities under this RFP.

PATENTS & ROYALTIES: The Awardee, without exception, shall indemnify and save harmless SBCC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBCC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

SAFETY STANDARDS / OSHA / MSDS: The Awardee warrants that the product supplied to SBCC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA), as amended, and the failure to comply with this condition shall be considered as a breach of contract. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the bidder. The Manufacturer, Importer, or Distributor of a toxic substance shall provide all Material Safety Data Sheets (MSDS) with their RFP. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

ASBESTOS / FORMALDEHYDE / LEAD-FREE: All building materials, pressed boards, and furniture supplied to SBCC shall be **100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBCC also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing RFP that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos free** shall be supplied. All material supplied to SBCC must be 100% lead free. Bidder, by virtue of signing RFP, certifies that only materials or equipment that is 100% lead free shall be supplied to SBCC.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT: (34 CFR 80.36(i)(6)): All Contractors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

TOXIC SUBSTANCES IN CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES: (Fla. Statute 1013-49: (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the SBCC Superintendent or the SBCC Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance

is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The SBCC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the SBCC.

FACILITIES: SBCC reserves the right to inspect the Awardee's facilities at any time with prior notice. RFPs shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP, have a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with best business practices in the industry and as determined in discretion by the proper authorities of the SBCC. SBCC may use the information obtained from this in determining whether Bidder is a responsible Bidder.

SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual RFPs. Any and all Special Conditions that may vary from General Conditions shall have precedence.

DISPUTES: in the event of a conflict between the documents, the order of priority of the documents shall be as follows:

Addenda released for this RFP, with the latest Addendum taking precedence, then;

The RFP; then

Bidder's submitted RFP.

In case of any other doubt or difference of opinion, the decision of SBCC shall be final and binding on both parties.

EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this RFP. SBCC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBCC.

EXTENSION: In addition to any extension options contained herein, SBCC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBCC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBCC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of extension under a contract entered into as a result of this RFP.

ASSIGNMENT: Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from SBCC. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBCC. The successful Contractors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company, or corporation without prior written consent of SBCC. The successful Contractors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful Contractor obligations cannot be delegated.

PURCHASE AGREEMENT: This RFP and the corresponding Purchase Orders shall constitute the complete agreement. SBCC shall not accept proposed terms and conditions that are different than those contained in this Invitation to RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a RFP, Awardee agrees to not submit to any SBCC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBCC.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the Contractor of such an occurrence and the RFP and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

TIED RFP: In the event of tied or identical RFPs, preference shall be given to the RFP which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S. If all tied RFPs have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither Contractor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the tied RFP shall be decided by the flip of a coin in the

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presence of witnesses. The coin flip shall be administered by the Supervisor of Purchasing who shall designate the calling of heads or tails.

LOBBY: Bidders are hereby advised that they shall not lobby with any School District personnel or SBCC Members regarding this RFP. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said RFP.

ETHICS: All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

ACCESS TO RECORDS: (34 CFR 80.36 (i)(10)): All Contractors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific RFP/contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36(i)(11)): All Contractors, contractors and subcontractors shall retain all records pertaining to this RFP/contract for three (3) years after SBCC makes final payment and all other pending matters closed.

CLEAR AIR ACT (34 CFR 80.36(i)(12)): All Contractors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13)): All Contractors, contractors and subcontractors shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): All Contractors, contractors and subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All Contractors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFT part 3). (Applies to all contracts and subgrants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All Contractors, contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN: By submitting a RFP any Company/Contractor/Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List. In the event that it is subsequently determined that the Company/Contractor/Contractor submitted a false certification any contract resulting from this RFP may be immediately terminated in accordance with s.287.135 Florida Statute.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this RFP shall be warranted by the Contractor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items RFP shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the SBCC with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the SBCC.

GOVERNING LAW: This RFP, any award(s) resulting from this RFP, and all transaction from this RFP shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this RFP shall be submitted to the jurisdiction of the state courts located in Clay County, Florida without regards to principles of conflicts of law.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012(5)): With the consent and agreement of successful bidder(s), purchases may be made under this RFP by other governmental agencies within the State of Florida. Such purchases shall be

governed by same terms and conditions as stated herein with exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

USE OF OTHER CONTRACTS: SBCC reserves the right to utilize any other SBCC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per SBCC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.

PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The purchasing agreements and state term contract available under s. 287.056 have been reviewed.

CONE OF SILENCE: Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after SBCC Purchasing Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated SBCC representative. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBCC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBCC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by SBCC. **Any Bidder or lobbyist who violates this provision shall cause their RFP (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- For a period of two years, any RFP submitted by Awardee shall not be considered and shall not be recommended for award.
- All departments being advised not to do business with Awardee.

SEVERABILITY: In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid.

JESSICA LUNSFORD ACT: In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465,467 or 468 and possess a SBCC fingerprinting clearance card prior to entry upon SBCC property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the SBCC. To obtain information on when and how to obtain fingerprinting log on to the SBCC web site at oneclay.net/purchasing click on "Jessica Lunsford Act Information" or contact the Human Resources Division at (904) 336-6716.

BIDDER'S EMPLOYEE RESPONSIBILITY: All employees and/or sub-contractors of the Contractor shall be considered to be at all times the sole employees and responsibility of Contractor under their sole direction and not an employee or agent of SBCC. The contractor shall supply competent employees and/or sub-contractors and the SBCC may require the Contractor to remove an employee and/or sub-contractor it deems careless, incompetent, insubordinate of otherwise objectionable and whose presence on SBCC property is not in the best interest of the SBCC. Contractors and all their employees shall be in accordance with Jessica Lunsford Act. Each employee and/or sub-contractor of contractor shall have and wear proper identification while on SBCC property and are required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable. Workman using foul/abusive language or presenting an offensive appearance as determined by SBCC Representative(s) shall be asked to leave. Radios/other audio items are not to be used and Smoking is prohibited on SBCC property.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory Contractor list may not submit a RFP on a contract to provide goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PROTESTING: Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions / specifications of the invitation to RFP or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of RFP solicitation or posting of the RFP tabulation with recommendation and shall file a formal written protest within ten working days following the

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filing of Notice of Protest. Any person who files an action protesting this RFP pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$5000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes. RFP Tabulation / Recommendation of Award shall be posted online at oneclay.net/purchasing with the hard copy posted in the SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida after the intended recommendation is announced on or about November 3, 2020. This tabulation shall remain posted for a minimum period of 96 hours. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Contract, any party contracting with SBCC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBCC and its officers and employees for any violation of this section, including, without limitation, defending SBCC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBCC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBCC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. Awardee agrees that it may create, receive from or on behalf of SBCC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBCC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBCC, Awardee agrees to provide SBCC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBCC to terminate any Agreement with Awardee.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted Contractor list.

FORCE MAJEURE: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

CANCELLATION / TERMINATION: In the event, the awarded bidder violates any of the provisions of this RFP or fails to perform their obligation under this contract in a manner

satisfactory to the SBCC as per specifications, the Supervisor of Purchasing shall give written notice to the Contractor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the SBCC for immediate cancellation of the contract. Failure of the Contractor to correct deficiencies shall give the SBCC the right to cancel this contract, but failure by the SBCC to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the SBCC or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the SBCC may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The SBCC reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the SBCC shall be relieved of all obligations under said contract. The SBCC shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the Contractor. The SBCC may cancel the contract upon ninety (90) days written notice for reasons other than cause and Contractor shall have no legal recourse or cause of action against the SBCC damages resulting from said cancellation.

INDEMNIFICATION: Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the Contractor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

Any and all special conditions and specifications attached hereto that vary from these General Conditions shall have precedence. The accompanying RFP constitute an offer from the bidder. If any or all parts of the RFP are accepted by the School Board of Clay County, an authorized representative of the Purchasing Department shall issue an officially signed Award Letter which shall then constitute the completed written agreement between the parties. The conditions of the Award Letter become a part of the written agreement between the parties.

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SPECIAL CONDITIONS

The School Board of Clay County (SBCC or District) is seeking proposals for **“ATHLETIC FIELD MAINTENANCE SERVICES”**. This is a Request for Proposals (“RFP”) for an independent Contractor or Contractors ((the “Contractor(s)”) to provide athletic field maintenance services as needed for all SBCC sites as outlined in the Appendices in the manner specified in the Scope of Work.

Request for Proposal packages may be obtained from the SBCC Purchasing Department by calling 904-336-6737 or can be downloaded from the Purchasing Department Webpage oneclay.net/purchasing click on “Active RFP Folder”.

Qualified Contractors desiring to provide the required services must submit one (1) ORIGINAL hardcopy labeled as such on the cover, and five (5) copies, totaling six (6) proposal packages, submitted in a sealed package clearly marked on the outside: **“RFP 20-MA-319”** to SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida 32043 before the time and date listed on RFP Acknowledgement Form.

It is the intent of the SBCC, if successful with contract negotiations, to enter into a written service contract for athletic field maintenance services for an initial three (3) year period with option to renew for three additional one (1) year contract periods upon mutual agreement by all parties, in writing.

A Proposal Committee shall review the proposals received in response to this RFP and make a recommendation to the Board for the selection of the Contractor(s). The Proposal Committee will consist of five (5) members. It is anticipated that, in performing their duties, the awarded Contractor(s) shall have substantial interaction with the District and School Athletic Director(s) and the Maintenance Department. This interaction shall include, but not be limited to; reviewing and modifying the scope of services, evaluating and discussing performance of Contractor(s) and corrective actions for performance deficiencies, and any other issues as determined by the SBCC Representatives.

It is expressly understood that the SBCC’s preference/selection of any proposal does not constitute an award of a Contract with the SBCC. It is further expressly understood that no contractual relationship exists with the SBCC until a written Contract has been formally executed by both the SBCC, and the selected Contractor(s).

In the best interest of the School Board, the District reserves the right to reject any and all proposals/offers, with or without cause, to waive informalities, minor irregularities or other requirements in proposals/offers received and/or to accept any portion of the proposal/offer if deemed in the best interest of the District.

The District also reserves the right to request clarification of information from any Contractor. Any ex-parte communications initiated by a Contractor with any employee of the District other than those personnel specifically identified as contacts in this RFP, or communication with any member of the School Board may result in immediate disqualification from the RFP process.

The terms and conditions stipulated in this Request For Proposal are those desired by the SBCC and preference will be given to those proposals in full or substantial compliance therewith. Failure of the Contractors to provide in their proposal/offer any information requested in the RFP, may result in rejection for non-responsiveness. Failure of the Contractors to meet or exceed any stated minimums in the RFP may also result in rejections for reasons of non-responsiveness. However, after allowance for any deviations, all proposals may be considered. Contractors are cautioned that restrictive deviations from the desired program must be clearly stated in the Proposal Response.

The competence, responsiveness, and responsibility of Contractors will be considered in making the award. Contractors are required to submit with their proposal, data in regard to their qualifications as a service provider including experience, and a list of current companies successfully being serviced that are comparable to this request. Please include names and telephone numbers of persons to contact. The Contractors declare that the amount and nature of the materials/services to be furnished is

SPECIAL CONDITIONS

understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

The SBCC is not responsible for any expenses which Contractors may incur in preparing and submitting Proposals. The SBCC will not be liable for any costs incurred by the Contractor in connection with interviews/presentations (i.e., travel, accommodations, etc.). It is expressly understood, no Contractor may seek or claim any award and/or re-imburement from the SBCC for any expenses, costs, and/or fees (including attorneys' fees) borne by any Contractor, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Contractor.

In the event that a contract/agreement is attached to the RFP, such attached contract/agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the SBCC. In the event that a contract/agreement is not attached to the RFP, it is expressly understood that the SBCC preference/selection of any proposal does not constitute an award of a contract/agreement with the SBCC. It is anticipated that subsequent to the SBCC preference/selection of any proposal, Contract negotiations will follow between the SBCC and the selected Contractor(s). It is further expressly understood that no contractual relationship exists with the SBCC until a Contract has been executed in writing by both the SBCC, and the selected Contractor(s). The SBCC reserves the right to delete, add to, or modify one or more components of the selected Contractor's proposal, in order to accommodate changed or evolving circumstances that the SBCC may have encountered, since the issuance of the RFP. It is further understood, no Contractor (whether selected or not) may seek or claim any award and/or re-imburement from the SBCC for any expenses, costs, and/or fees (including attorney's fees) borne by any Contractor, during the entire RFP process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Contractor. By submitting a proposal, a Contractor agrees to be bound by these terms and provisions of the RFP.

In order to be considered for evaluation, the proposers shall demonstrate sufficient capacity, resources and experience to provide complete athletic field maintenance services as required by the District, and as specified in this RFP. Any proposer that fails to meet the following minimum criteria could be noted as "nonresponsive" and may not be evaluated/scored.

At a minimum, each proposer shall provide sufficient documentation to verify that:

1. The Contractor has successfully provided athletic field maintenance services for large organizations with multiple large facilities within the immediate past four (4) years, and those organizations will be included in the required references.
2. The firm can comply with the SBCC insurance requirements.

The successful Contractor shall furnish, prior to commencement of performance under this contract, to the School Board Purchasing Department, certificate(s) of insurance which clearly indicate the insurance coverage required below have been obtained:

CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE: Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. **The awarded Contractor SHALL ensure that any sub-Contractor they use maintain the same level of insurance coverage.** Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods.

SPECIAL CONDITIONS

Insurance certificate(s) reflecting the required coverage's shall be submitted to the School Board Purchasing Department prior to any work being performed under this Contract. Certificate(s) shall be submitted directly from Contractor's Insurance Agent and Mark All Certificates Attn: SBCC Purchasing Department, as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list SBCC as Additional Insured with regards to RFP # 20-MA-319.

COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverage's:

<u>Bodily Injury</u>	<u>Property Damage</u>	<u>Personal Injury</u>
- Each Occurrence \$1,000,000.00	- Each Occurrence \$1,000,000.00	-Annual Aggregate \$1,000,000.00
- Annual Aggregate \$2,000,000.00	- Annual Aggregate \$2,000,000.00	
- Completed Operations and Products Liability shall be maintained for one (1) year after final payment		

WORKERS' COMPENSATION INSURANCE: Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-Contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of his employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS' COMPENSATION LAW Certificate.

<u>State</u>	<u>Employer's Liability</u>
- Statutory	- Per Accident \$100,000.00
	- Disease, Policy Limit \$500,000.00 - Disease, Each Employee \$100,000.00

AUTOMOBILE INSURANCE: Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage's:

<u>Bodily Injury</u>	<u>Property Damage</u>
- Each Person \$1,000,000.00	- Each Occurrence \$1,000,000.00
- Each Occurrence \$1,000,000.00	
- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000.00)	

NO PAYMENTS will be made until approved Insurance Certificate is received by SBCC.

NOTE: The successful Contractor(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful Contractor(s) have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful Contractor(s) obligations cannot be delegated.

RFPs must be submitted with all required documents to include completed Attachments/Exhibits. Contractors may use an attachment if sufficient space is not available on the original form for the Contractor to enter a complete response. Any modifications or alterations to the original RFP documents by the Contractor, whether intentional or otherwise, shall constitute grounds for rejection of a RFP. Any such modifications or alterations that a Contractor wishes to propose must be clearly stated in the Contractor's proposal response. Prior to submitting a RFP, it is the sole responsibility of Contractor to ensure that all addenda releases are received, and that all RFP and addenda requirements have been completed and that all required submittals have been included.

Questions on RFP shall be in writing to Scott Schultz, Procurement Coordinator, sent via email to scott.schultz@myoneclay.net by 2 PM on September 1, 2020.

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This

SPECIAL CONDITIONS

process shall constitute the only official means by which additional information regarding this RFP shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any Contractor's proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Contractors may be disqualified who solicit or receive (even if unsolicited) additional information regarding the RFP by any other means than process described herein.

NOTE: ALL RFP SHEETS, THAT ARE REQUIRED, MUST BE EXECUTED AND SUBMITTED WITH SEALED PROPOSAL. ALL RFPs ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

By submitting a proposal, the Contractor certifies that the Contractor has fully read and understands all General Conditions, Special Conditions, and has full knowledge of the scope, nature, and quality of work to be performed. Contractor certifies that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a RFP for the same equipment/service and in all respects is fair and without collusion or fraud. Contractor agrees to abide by all conditions of this RFP and certifies that they are authorized to sign this RFP for the Contractor.

AUTHORIZED CONTRACTOR SIGNATURE OF CONTRACTOR

(INTENTIONALLY LEFT BLANK)

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

SCOPE OF SERVICES – The District wishes to receive proposals for selection of a Contractor(s) to provide Athletic Field Maintenance Services at various schools and facilities from the date of award through December 31, 2023, with renewal options.

The goal of SBCC and these services is to enhance the athletic fields and improve the appearance and care for all sites. Contractor(s) shall service sites and coordinate services with SBCC Representatives for each site, and inform those representatives of all treatments, services and completion status of said services.

SBCC currently has 13 sites located throughout Clay County, Florida that may require services under this RFP. Addresses for those sites are included as Appendix A, and maps of those sites are included as Appendix B. Site review/visits can be arranged by contacting John Sgromolo at (904)336-6919 or via email at john.sgromolo@myoneclay.net. Upon written notification to the Contractor, sites shall be added, or deleted, at the sole discretion of the School Board.

These sites include baseball, softball, football and practice fields. SBCC reserves the right to add or delete sites as necessary for the duration of the contract. Contractor(s) shall be able to perform services at any SBCC site. Pricing submitted by Contractor(s) under this RFP will be held for any additional site based upon the pricing given herein.

The majority of orders under this RFP will be placed by the SBCC Representative for each site. Any and all work ordered under this RFP is **upon request**, on an as needed basis only. Therefore, no minimum or maximum amount of work is guaranteed.

THE SERVICES:

1.1 All work performed under this RFP will be in the best interest of safety at all times, especially when students are present in and around designated areas. No power equipment shall be operated in the vicinity of students during periods such as class change, recess, after school care, fire drills, etc. Proper operation of equipment to include installed manufacturer safety devices is the awarded contractor's responsibility. Shirts and work pants must be worn at all times.

1.2 The awarded Contractor(s) shall provide as required, all necessary labor, materials, equipment and transportation to provide complete athletic field maintenance and services as required by the SBCC, and as specified in this RFP.

1.3 The awarded Contractor(s) must comply with all local, state and federal codes and School Board Rules.

1.4 The awarded Contractor(s) shall be responsible for any damage to District property, personal property or visitor property due to negligence on the part of the awarded contractor's employees or agents. The awarded Contractor(s) agree to repair, at own expense, any damage that was caused by the awarded Contractor(s), their employees or their agents.

1.5 The awarded Contractor(s) will be responsible for the removal of any blemish, tarnish or marking left on District grounds resulting from the awarded contractor's equipment. Specifically, but not limited to, concrete.

1.6 The awarded Contractor(s) shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the District,

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

within 48 hours after receipt of notification of such faulty labor or workmanship. If the awarded Contractor fails within 48 hours to correct defects, the District shall be entitled to have such work remedied and the awarded contractor shall be fully liable for all costs and expense reasonably incurred by the District.

1.7 It is anticipated that most work will be accomplished Monday through Friday, taking into consideration holidays, or other school calendar days when the school may be closed. Any work disruptive to the operation of the school may require work to be performed after school hours or on a non-school day. Work performed on any day other than Monday through Friday must be cleared with the SBCC Representative prior to the commencement of the work.

1.8 If an unforeseen situation arises at any site that will affect the services, an authorized SBCC Representative will contact the awarded Contractor(s). The services may or may not be rescheduled, whichever is in the best interest of the District.

1.9 If conditions exist which prevent the awarded Contractor(s) from completing requested services, they must contact the appropriate SBCC Representative within 24 hours to reschedule remaining work.

1.10 TYPE OF SERVICE AND DESCRIPTION:

Contractor(s) shall be expected to perform the following types of services per the information contained herein. All of these services will be provided by the selected Contractor(s) **upon request** on any other applicable SBCC sites. This list of services is given for proposal purposes only and to inform vendors of the types of services that may be needed. This list does not limit or obligate SBCC.

- Weed Control and Management – Contractor will apply both liquid and granular herbicides to all fields as required to control all broad leaf weeds, sedges and grassy weeds on all fields and in accordance with plan agreed upon with SBCC Representatives.
- Insect Control and Management – Contractor will apply both liquid and granular insecticides as required to preventatively control turf damaging insects and fire ants and in accordance with plan agreed upon with SBCC Representatives.
- Fertilization – Contractor will apply both liquid and granular fertilizer to all fields as required to maintain turf color and vigor and in accordance with plan agreed upon with SBCC Representatives.
- Aeration – Contractor will aerate using tractor mounted equipment as required and in accordance with plan agreed upon with SBCC Representatives.
- Seed spreading and removal – Contractor will apply seeds using a tractor mounted spreader or walk behind drop spreader for infields and tight spaces. Removal of perennial rye grasses will be in accordance with plan agreed upon with SBCC Representatives.
- Verticutting – Contractor will verticut using tractor mounted equipment as required and in accordance with plan agreed upon with SBCC Representatives. Verticutting includes removal and disposal of debris on campus as directed by SBCC Representatives.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

- Material Hauling (Infield Conditioner/Warning Track Material) – Contractor will haul all material in turf friendly trailers, and provide any required material.
- Top Dressing – Contractor will apply top dressing as requested by SBCC Representatives.
- Rototilling – Contractor will rototill softball/baseball infields or any other needed areas.
- Fungus/Disease Control – Contractor will apply required fungicides on all fields as required to control nematodes and any other fungi and in accordance with plan agreed upon with SBCC Representatives.
- Sod Removal and Replacement – Contractor shall remove/add necessary sod to conform to dimensions required or as directed by SBCC. Sod will be supplied by Contractor.
- Optional and additional services to athletic fields as necessary as directed by SBCC. Optional services include:
 - Infield conditioner spreading
 - Warning track grading
 - Turf reconstruction
 - Replacement of sod where needed

1.11 Lead Supervisor shall meet with SBCC Representatives prior to the commencement of any project. Description of services and details for completion, methodology and any other pertinent information will be discussed.

1.12 Crew Supervision:

It is the responsibility of the Contractor's Lead Supervisor to direct their crew and employees and convey all pertinent information that was expressed prior to work commencement. The SBCC Representative will not be responsible for explaining work to the crew.

SERVICE PERFORMANCE:

2.1 The Contractor(s) shall have full responsibility for systematically and professionally servicing the agreed to areas as requested. Service will be as agreed upon by SBCC and Contractor(s) and proceed in a contiguous manner. If the minimum acceptable performance is not achieved for any area of the project within a reasonable time frame following project completion, additional service shall be the responsibility of the Contractor(s) at no cost to SBCC. A reasonable time frame is dependent upon scope of work and weather conditions.

2.2 SBCC will rely on Contractor(s) to utilize the best, safe and efficient methods for performing services for each of its sites. SBCC is open to work with Contractor(s) to utilize the best possible methods to perform service with as little interference to the site as possible.

2.3 Please note that all methods for performing services shall be approved by SBCC prior to use. Any method deemed unnecessary, inefficient or dangerous to the site shall not be performed at any site.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

2.4 Contractor(s) may also perform these additional miscellaneous services:

- Professional assistance to determine possible solutions to issues with Athletic Fields.
- Provide pricing proposals on athletic field maintenance as requested.

2.5 The Contractor(s) shall immediately notify the SBCC Representative upon discovery of any new or problematic issues. SBCC will be the sole determiner if action is required.

2.6 **HERBICIDE/INSECTICIDE/CHEMICAL APPLICATION:**

Contractor(s) will be permitted to use herbicides/insecticides/chemicals in certain areas to assist in the performance of services under this RFP. Contractor(s) will be responsible to provide any and all herbicides, insecticides or other chemicals/materials necessary to perform services. Contractor(s) shall ensure that all restricted-use pesticides/herbicides/chemicals will be applied only by employees licensed by the Florida Department of Agriculture and Consumer Services with the appropriate Commercial Applicator License. That license will be a Category 3 Ornamental and Turf Pest Control License. Contractor(s) shall provide copies of these licenses within 24 hours of request. Failure to do so will result in the proposal being considered non-responsive. Furthermore, at no time shall any chemical be applied when any students or staff members are present in the immediate area. Any violation will be cause for immediate termination of contract from site or all sites.

Contractor(s) will be expected to comply with all herbicide/insecticide/chemical labels in its applications. **ALL CHEMICALS SHALL BE USED IN ACCORDANCE WITH THEIR LABEL INSTRUCTIONS.** Contractors will provide SBCC Representatives with a Material Safety Data Sheet (MSDS) for any chemical they apply, every time they apply it. The Contractor is liable for any penalty, fines, or damages resulting from the misuse of chemicals.

Contractor(s) shall list on the included sheet (Pricing Section D), any chemicals that will have a high usage in the work described herein. Chemical information shall include name, brand name, manufacturer, EPA Registration #, any model or MSDS # applicable and a brief description/purpose of usage. Please note it is not necessary to submit MSDs with RFP for those chemicals listed. Any and all MSDS will be collected from Contractor(s) after award and prior to usage.

Any and all chemicals must be approved by SBCC prior to usage.

While on the job site all chemicals must be kept secured at all times and handled in leak free containers per any and all applicable laws.

The Contractor is responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection in such cases. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product or other hazardous material. The Contractor shall have on site at all times, appropriate first-aid and spill kit(s).

The Contractor shall properly dispose of chemical containers as set forth in the label instructions and in accordance with applicable federal, state and local requirements.. SBCC dumpsters are not to be utilized at any time during the course of the contract and all empty chemical containers will be removed by Contractor from site.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

At no time will any chemical or spray be permitted to be used around or near playgrounds, playground equipment or on P.E. fields or equipment. Any violation will be cause for immediate termination at site and possible termination from all contracted sites.

Throughout the duration of the contract, it is understood that newly researched chemical products may become available. SBCC may consider these chemicals as they are made available. Contractor(s) shall meet with SBCC to discuss alternate products or new technologies that may increase efficiency, safety and/or be more environmentally safe at any time during the course of the contract. Any new product will be reviewed and either rejected or accepted at SBCC's discretion.

Contractor(s) will be responsible for suppling their personnel with any and all personal protective equipment for their operators. Failure to do so may be grounds for termination of contract.

2.7 ESTIMATES:

At the request of SBCC, Contractor(s) will provide estimates. At the time of the request, an authorized SBCC Representative will contact the awarded Contractor(s) and give a detailed description and further specifications of the project at hand. Contractor shall provide written, "not to exceed" estimates on all services as directed by the SBCC Representative. Contractor(s) should familiarize themselves with the extent of the work for each service/project to be performed and any conditions that may in any manner affect the work to be done and the equipment, materials and labor required. Estimates shall be priced per all pricing submitted under this RFP, to include the labor and itemized material list, number of calendar days required for project completion and lead time before work can commence. Contractor(s) should also include an assessment of any site or additional repairs to larger damaged areas or any other general observation of interest to the SBCC Representative.

After the initial contact by SBCC and response from Contractor(s), a meeting may take place prior to estimate being submitted. A meeting should be scheduled within three (3) to five (5) days from the original response. Written estimates shall be provided within five (5) business days of either the initial contact or any meeting. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates and to respond accordingly to SBCC. All estimates shall be clearly broken down using pricing from this RFP.

Estimates on projects may be utilized to determine if projects are cost effective and fiscally allowable by SBCC. Contractor(s) may expect to submit estimates that may be changed, altered or rejected. When an estimate has been approved, a purchase order will be issued and authorization to commence the project will be given by the SBCC Representative. **No work shall commence without a purchase order and District authorization.**

2.8 SBCC reserves the right to add supplementary specifications to any service(s) that fall under the scope of this RFP. Supplementary specifications may be for larger or special circumstances, at the time of said project. A price may be negotiated at the time if necessary for any supplementary specifications.

2.9 In the event additional work is required outside of an approved or scheduled service or project, the Contractor shall not proceed without the written approval of SBCC. This includes any emergencies that may arise. The Contractor shall be forewarned that only the SBCC Representative may order or approve work to be performed.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

PRICING

A. Standard Services – Fixed Labor Rates:

Contractor(s) are expected to provide a rate for each of the specific services listed below, that shall include all supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools or hand tools normally associated with the trade or industry standard and be exclusive of taxes as well as any other items necessary for the proper execution and completion of any services rendered under this RFP. **No additional charges or hidden costs shall be allotted during the course of the contract.** Contractor(s) shall provide pricing for all items listed below, failure to do so shall be cause for proposal to be deemed non-responsive.

	<u>Service</u>		<u>Cost Per Application</u>	<u>Per</u>
1.	Herbicide Application	Liquid	\$	Acre
		Granular	\$	Acre
2.	Insecticide Application	Liquid	\$	Acre
		Granular	\$	Acre
3.	Fertilizer Application	Liquid	\$	Acre
		Granular	\$	Acre
4.	Fungus / Disease control	Liquid	\$	Acre
		Granular	\$	Acre
5.	Aeration – Football Stadium		\$	Field
6.	Aeration – Baseball		\$	Field
7.	Aeration – Softball		\$	Field
8.	Verticutting – Football Stadium		\$	Field
	Verticutting – Baseball		\$	Field
	Verticutting – Softball		\$	Field
	Rototill – Football Stadium		\$	Field
	Rototill – Baseball		\$	Field
	Rototill – Softball		\$	Field
	Top Dressing – Football Stadium		\$	Field
	Top Dressing – Baseball		\$	Field
	Top Dressing – Softball		\$	Field
9.	Sod removal / replacement		\$	Square Foot

B. Additional Services – Fixed Labor Rates:

Contractor shall supply hourly labor rates below for any and all **additional services** that are similar in scope and intent of this RFP or for work at the request of SBCC. Rates shall be provided for a Lead Supervisor and technician. All labor rates shall include the use of truck, tools and all other items necessary for satisfactory service. Rates shall be provided for standard business hours (M-F, 7am to 5pm) and non-standard business hours (anytime/day outside of standard business hours). All hourly rates and times shall start on the “job site”. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by SBCC.

<u>Trade</u>	<u>Standard Hourly Rate</u>	<u>Non Standard Hourly Rate</u>
Lead Supervisor	\$	\$
Technician	\$	\$
Other:	\$	\$
Other:	\$	\$

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

C. Optional Services - Fixed Labor Rates:

Contractor(s) may provide a rate for each of the optional specific services listed herein, that shall include all supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools, or hand tools normally associated with the trade or industry standard and be exclusive of taxes as well as any other items necessary for the proper execution and completion of any services rendered under this RFP. **No additional charges or hidden costs shall be allotted during the course of the contract.**

<u>Service</u>	<u>Cost</u>	<u>Per</u>
Warning track grading	\$	Square Foot
Infield Conditioner spreading	\$	Square Foot
Rye seed spreading	\$	Acre
Rye Grass removal	\$	Acre

D. Chemicals/Materials/Sand/Seed/Infield Conditioner:

Any and all chemicals, materials, sand, seeds or conditioners directly related to the services described herein shall be noted below unless otherwise noted in this RFP. Please list any below that may have high usage under this RFP, along with the markup percentage. Chemical pricing is per pound for granular and per gallon for liquid. Sand, seed and infield conditioner pricing is per 50lb bag.

<u>Name</u>	<u>Brand</u>	<u>Manufacturer</u>	<u>EPA#</u>	<u>MSDS#</u>	<u>Usage</u>	<u>Price</u>
						___% above cost
						___% above cost
						___% above cost
						___% above cost
						___% above cost
						___% above cost
						___% above cost
						___% above cost
						___% above cost
						___% above cost
						___% above cost
						___% above cost
						___% above cost
						___% above cost

Company Name: _____

Authorized Signature: _____

Print Name: _____

Date: _____

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS PROPOSAL FORMAT

Timetable - Please make sure you can accommodate the following timetable.

August 11, 2020 at 10 AM	RFP Released
September 1, 2020 by 2 PM	RFP Questions by Email Due
September 8, 2020	Addendum Regarding Questions Posted (if Applicable)
September 22, 2020 by 2 PM	Proposals Due
October 13-16, 2020	Finalist Interviews (if Applicable)
November 3, 2020	Award Notification Posted On or About
December 3, 2020	Board Approval

Proposers should provide their best offer with the initial proposal since the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Contractors are given wide latitude in the degree of detail they offer in their Proposal, including the extent to which they describe their corporate capability and how their firm engages in services that meet the objectives of the District. There is no limit on the number of pages; however, Proposers should prepare their Proposal simply and economically, providing a straightforward and concise description of their ability to satisfy the requirements of the RFP. Proposals that are of excessive length, contain a preponderance of boilerplate text, or are redundant are discouraged. Emphasis in each Proposal should be on completeness, clarity of content and address all required components in the order given in this RFP. Failure of a Contractor to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation process. The aim of the required format is to simplify the proposal preparation and evaluation process and to ensure that all proposals receive the same orderly review. All proposals should include the following components:

Cover Letter - Provide a one-or two-page cover letter. Include one original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- A brief statement of the Contractor's understanding of the services to be provided.
- The name(s), title(s), phone number(s), fax number(s), e-mail address(es), and street address(es) of the person(s) in the organization who will be the client services' manager who will be responsible for coordinating all services.
- Highlights of the Contractor's qualifications and ability to perform the requested services.
- Specify the level of capability, financial stability, material equipment, facilities, personnel, resources, experience knowledge and expertise, or demonstrate ability to obtain any of these, necessary to meet contractual requirements.
- Indicate whether the Contractor has a satisfactory record of performance on similar projects.
- The Contractor shall supply information that is fully responsive to the RFP, including, but not limited to, provision of any required license, permits, insurance, price sheets and organizational papers.
- Specify the level of work experience especially as it relates to proposed Scope of Services noted in RFP.
- Indicate whether Contractor has ever had a contract/agreement/business relationship terminated/cancelled/suspended. If so, what were the reasons, and what was the ultimate outcome?

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

- Indicate whether Contractor has ever filed a Bid/RFP/RFQ protest. If so, what were the reasons, and what was the ultimate outcome?
- Indicate whether Contractor has ever filed an administrative or judicial action with any State agency or Stat court. If so, what were the grounds/reasons, and what was the ultimate outcome?

Section 1: Familiarity and Experience within the Scope of Services – This section should address how the Contractor can provide the requested services as outlined in this RFP. If the Contractor is not able to provide a requested service, please respond accordingly. Contractor should also showcase an example of services your company has successfully provided, preferably with a School District/Governmental Entity that is similar in size to the SBCC.

Section 2: Company Qualifications – Contractor should provide the following information, at a minimum, about your company:

- Introduction to the company, providing (a) background information; (b) # of technicians; (c) summary of applicable equipment and material.
- Summary resumes of key personnel who will be assigned to the SBCC.

Section 3: Pricing – Using the Pricing Tables (pgs 15--17), provide the pricing and fees associated with Contractor's services.

- Please describe any other available discounts or guarantees.

Section 4: References – Include: Client name, location, length of relationship, contact person, and phone number.

- Please provide a list of 3 current references of clients of similar size to that of the District (preferably in the greater North Central Florida area).
- Please provide a list of 3 former clients who have discontinued your services within the last two years, including contact name and phone number.

Section 5: Completed original RFP required documents to include all Attachments/Exhibits

EVALUATION OF PROPOSALS - Proposals will be evaluated in accordance with the following Evaluation Criteria: Familiarity and Experience within the Scope of Services, Staff Qualifications, Pricing, References, and RFP Documentation. Proposals will be reviewed by an Audit Committee.

Final team rankings will be summarized, Award Notification Posted, Written Contract negotiated, and finalized with Board approval.

The SBCC may elect to conduct oral interviews or presentations from one or more of the proposal respondents. If the SBCC elects to conduct oral presentations or interviews, such presentations or interviews will be conducted in accordance with Florida Sunshine Laws.

Selected firms will be notified if presentations/interviews are required. The SBCC desires to avoid the expense to all parties of unnecessary presentations. The evaluation team will make every reasonable effort to make recommendations based upon the written submittals alone. If a single number one ranked firm cannot be clearly determined, then the evaluation team shall request the Purchasing Supervisor to set-up the top ranked firms for presentations/interviews.

The SBCC intends to select a Contractor that demonstrates, in the District's opinion, the highest degree of compliance with the criteria specified herein..

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

Definitions of Evaluation Criteria for Ranking of Proposals for RFP 20-MA-319

- A. Familiarity and Experience within the Scope of Services (0-40 points).
 - Should address scope of services requested and any additional services the Contractor will provide.
- B. Staff Qualifications (0-15 points).
 - The proposal will be evaluated on the consultant’s demonstrated staff qualifications.
- C. Pricing (0-20 points).
- D. References (0-15).
 - Provide a minimum of 3 current and 3 prior references (maximum of 5 allowed).
- E. RFP Documents (0-10).
 - Completed original RFP required documents to include all Attachments/Exhibits.

EVALUATION RANKING SHEET FOR RFP #20-MA-319
ATHLETIC FIELD MAINTENANCE SERVICES – COUNTY WIDE

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
 CRITERIA FOR RANKING

DATE: _____
 RFP 20-MA-319

VENDOR	A. FAMILIARITY AND EXPERIENCE WITHIN SCOPE OF SERVICES 0 TO 40	B. FIRM/STAFF QUALIFICATIONS 0 TO 15	C. PRICING 0 TO 20	D. REFERENCES 0 TO 15	E. RFP DOCUMENTS 0 TO 10	TOTALS

SIGNATURE OF RATER: _____

PRINT NAME: _____

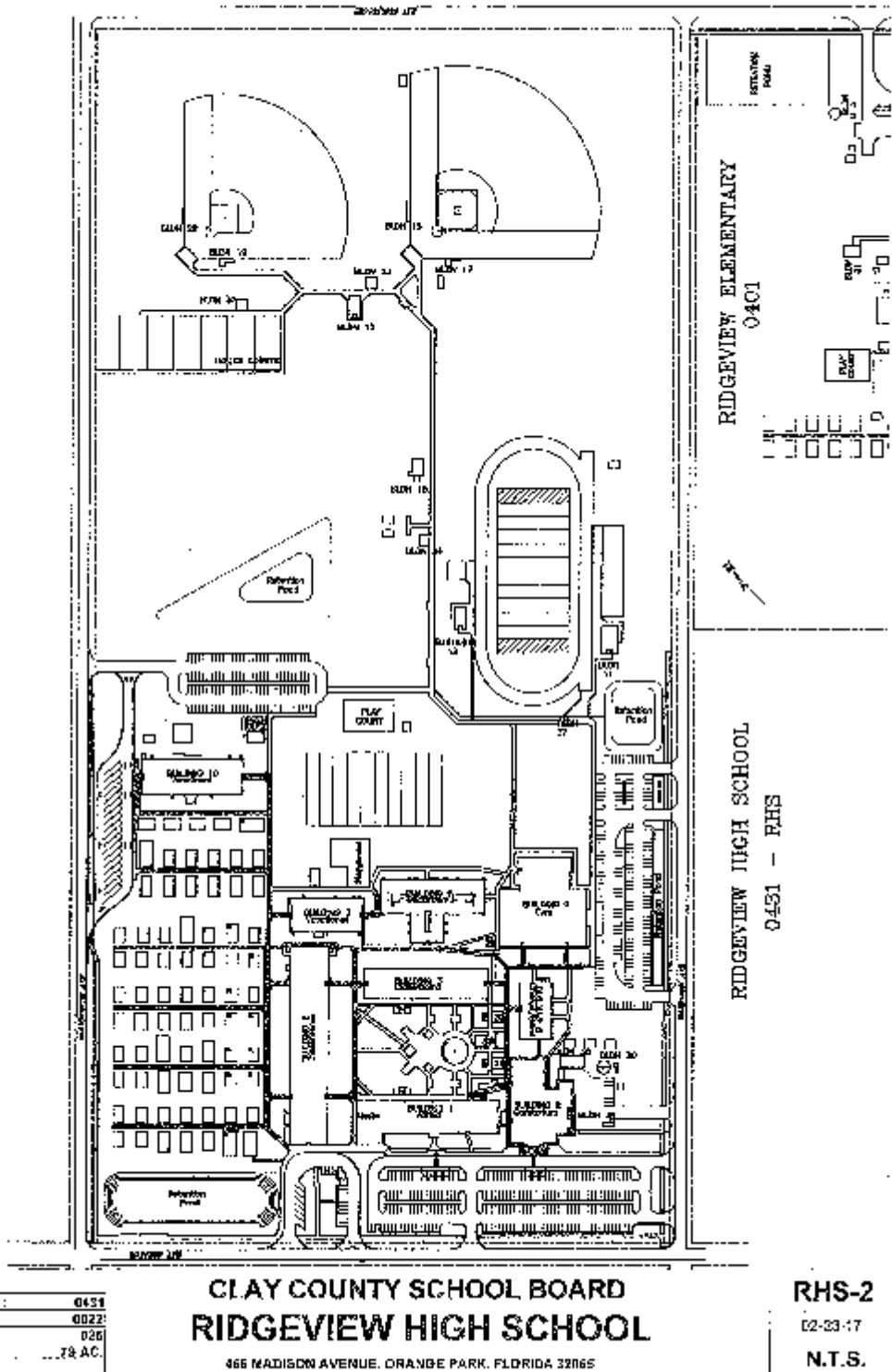
DATE: _____

Appendix A – (2 pages)
School/Facility Addresses

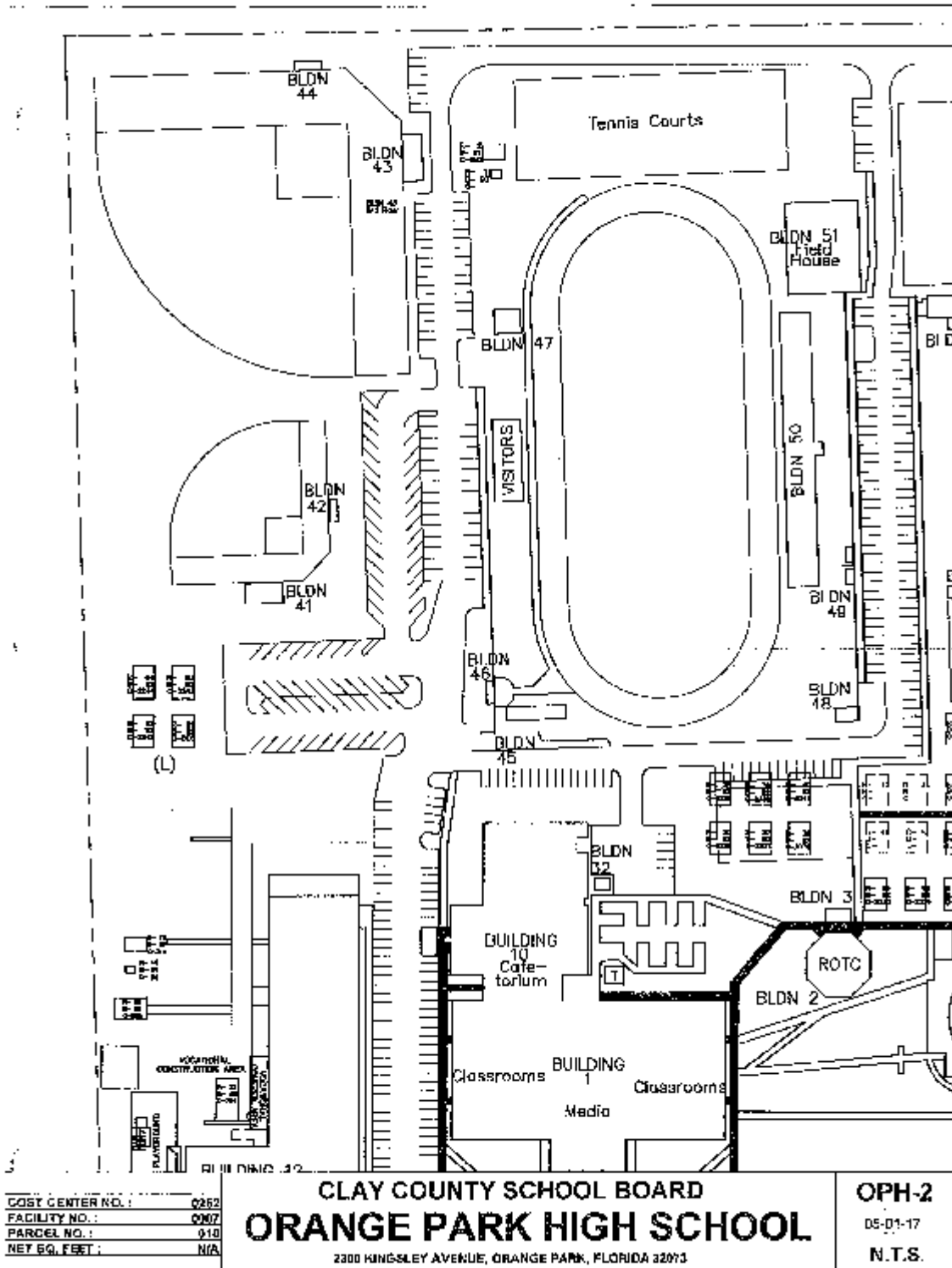
<u>Junior High</u>	<u>Address</u>
Green Cove Springs Junior	1220 Bonaventure Avenue, Green Cove Springs, FL 32043
Lake Asbury Junior	2851 Sandridge Road, Green Cove Springs, FL 32043
Lakeside Junior	2750 Moody Avenue, Orange Park, FL 32073
Oakleaf Junior	4085 Plantation Oaks Blvd., Orange Park, FL 32065
Orange Park Junior	1500 Gano Avenue, Orange Park , FL 32073
Wilkinson Junior	5025 County Road 218, Middleburg, FL 32068
<u>High Schools</u>	<u>Address</u>
Clay High	2025 State Road 16 West, Green Cove Springs, FL 32043
Fleming Island High	2233 Village Square Parkway, Fleming Island, FL 32003
Keystone Heights High	900 Orchid Avenue, Keystone Heights, FL 32656
Middleburg High	3750 County Road 220, Middleburg, FL 32068
Oakleaf High	4035 Plantation Oaks Blvd., Orange Park, FL 32065
Orange Park High	2300 Kingsley Avenue, Orange Park, FL 32073
Ridgeview High	466 Madison Avenue, Orange Park, FL 32065

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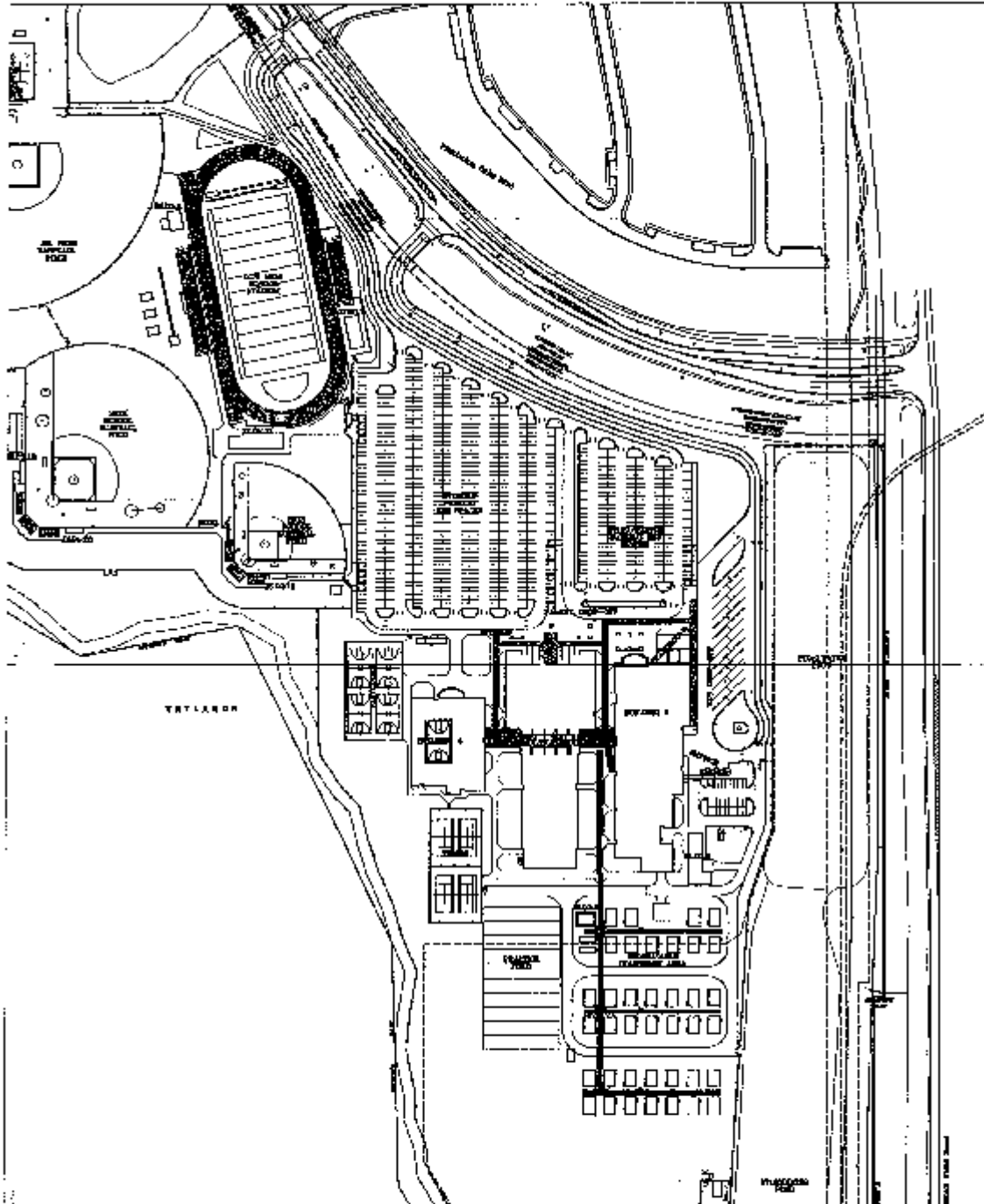
Appendix B - (13 maps)
School Maps



Appendix B - (13 maps)
School Maps

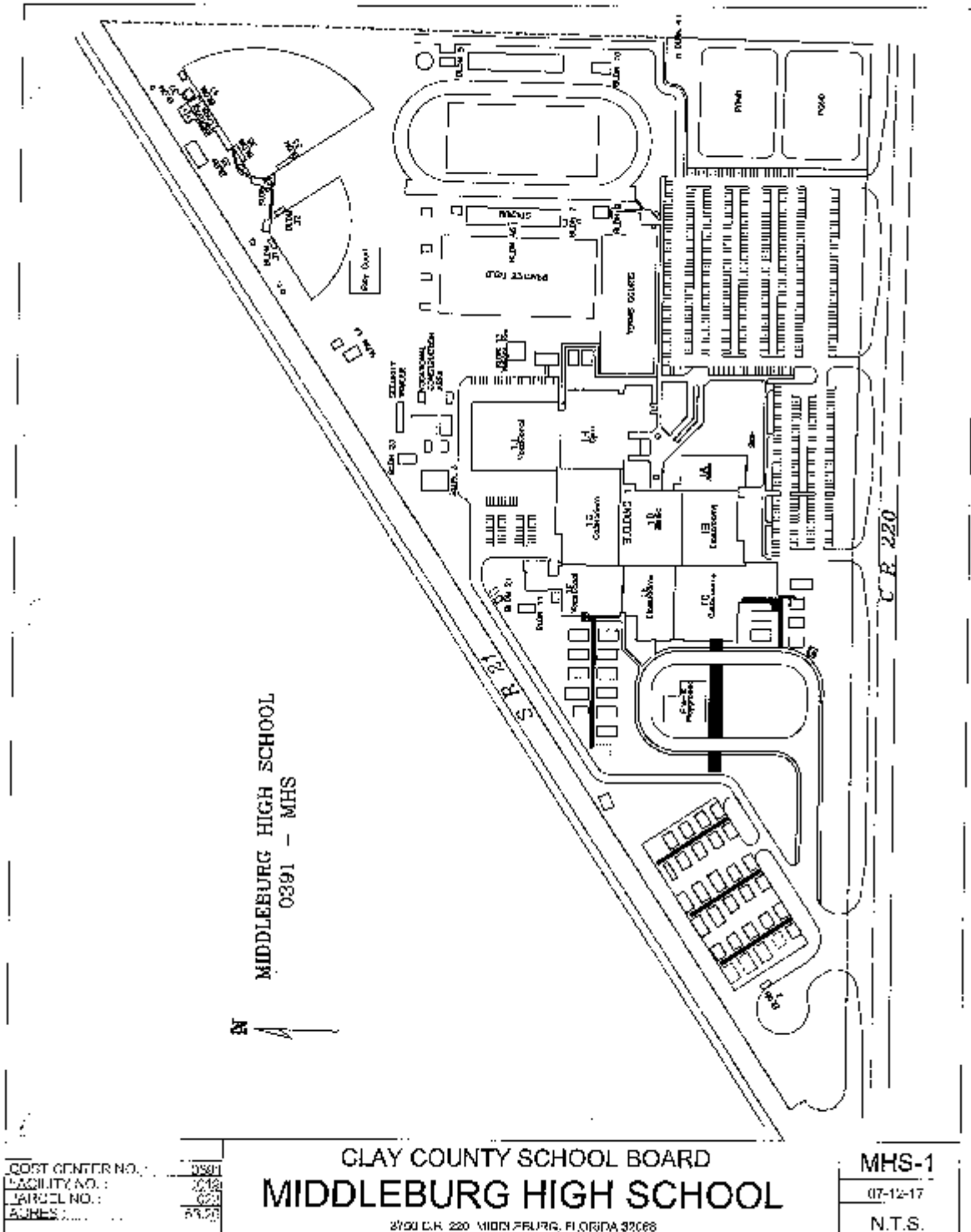


Appendix B - (13 maps)
School Maps

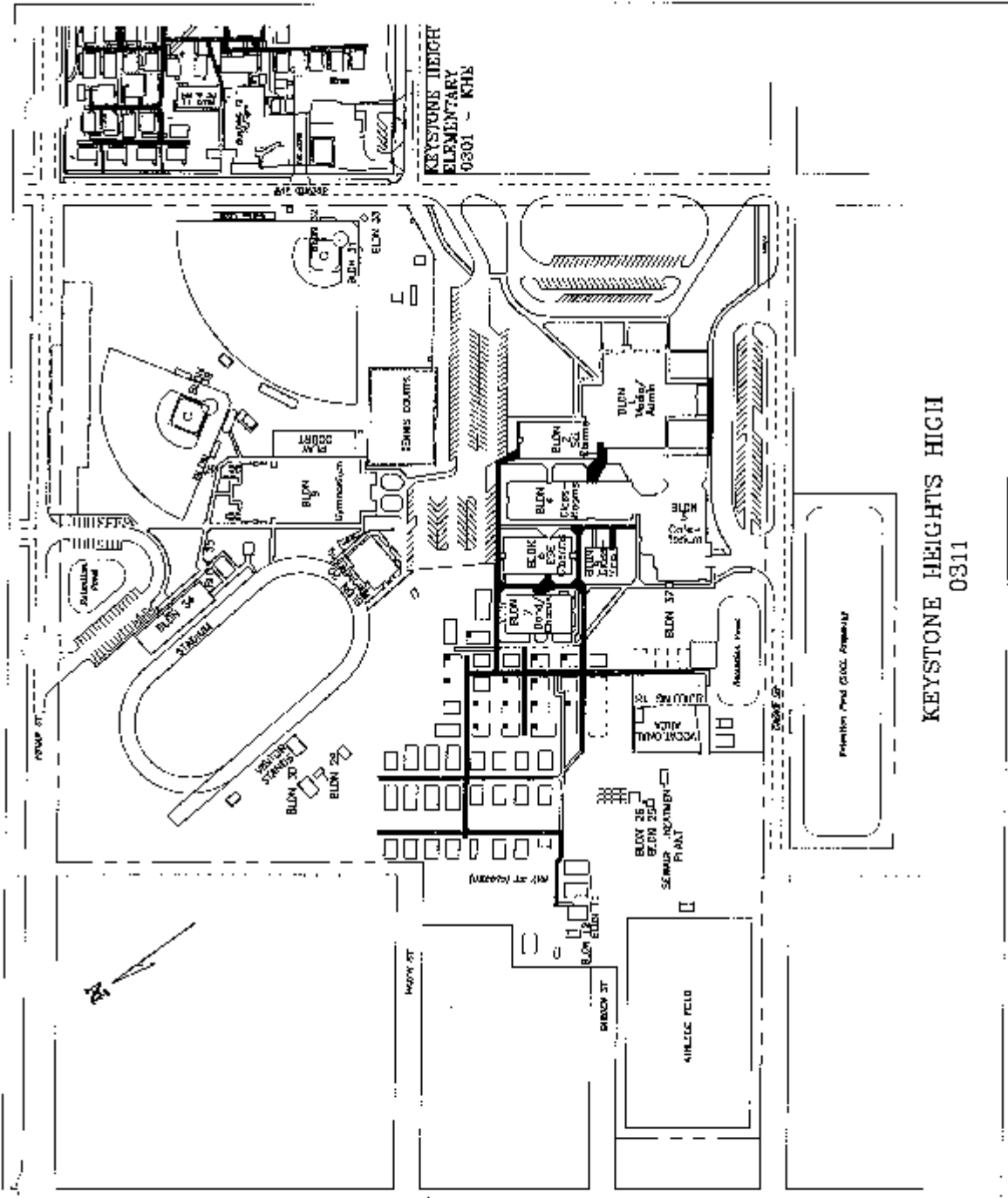


<p>COST CENTER NO. : 0691 FACILITY NO. : 0052 PARCEL NO. : 001 ACREAGE: 89 AC.</p>	<p>CLAY COUNTY SCHOOL BOARD OAKLEAF HIGH SCHOOL 4035 PLANTATION OAKS BLVD., ORANGE PARK, FLORIDA 32066</p>	<p>OHS - 2 01-10-17 N.T.S.</p>
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Appendix B - (13 maps)
School Maps



Appendix B - (13 maps)
School Maps



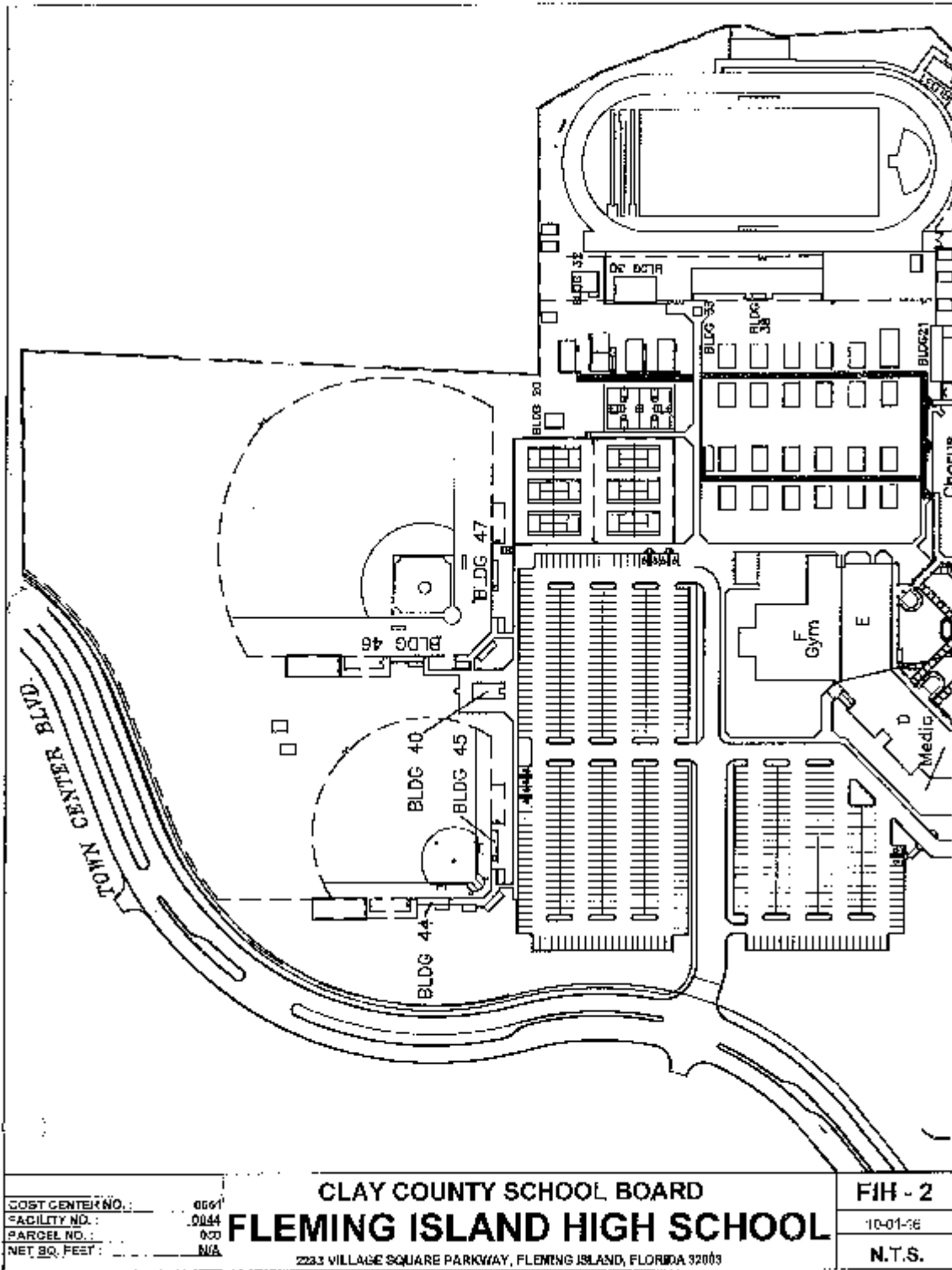
KEYSTONE HEIGHTS HIGH
0311

CCST CENTER NO.:	0311
FACILITY NO.:	0311
PAGE NO.:	014
SCALE:	55.87

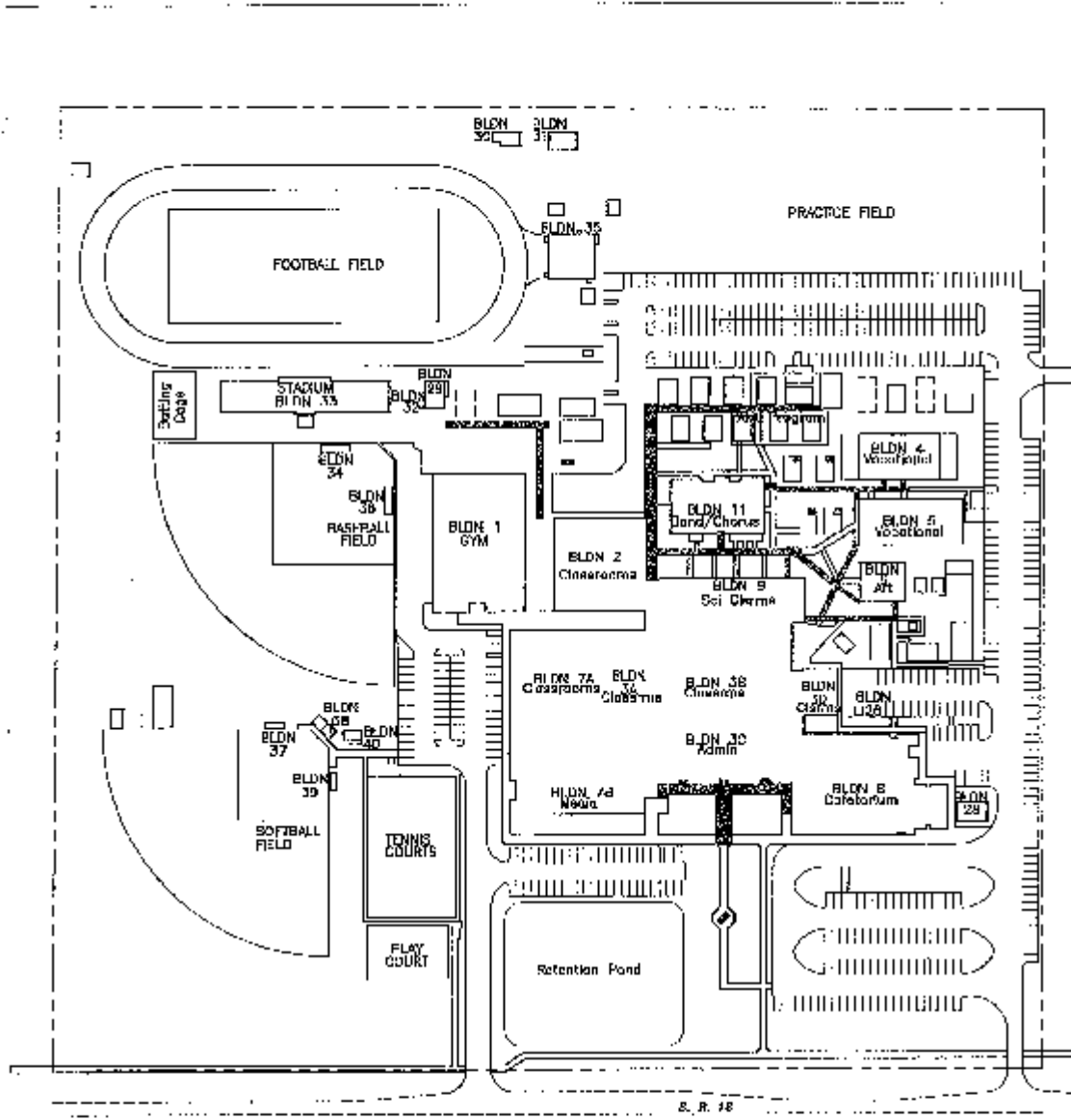
CLAY COUNTY SCHOOL BOARD
KEYSTONE HEIGHTS HIGH SCHOOL
 1900 W. CIRCLE AVENUE, KEYSTONE HEIGHTS, FLORIDA 32858

KHHS-1
06-20-17
N.T.S.

Appendix B - (13 maps)
School Maps



Appendix B - (13 maps) School Maps



CLAY HIGH SCHOOL,
0341

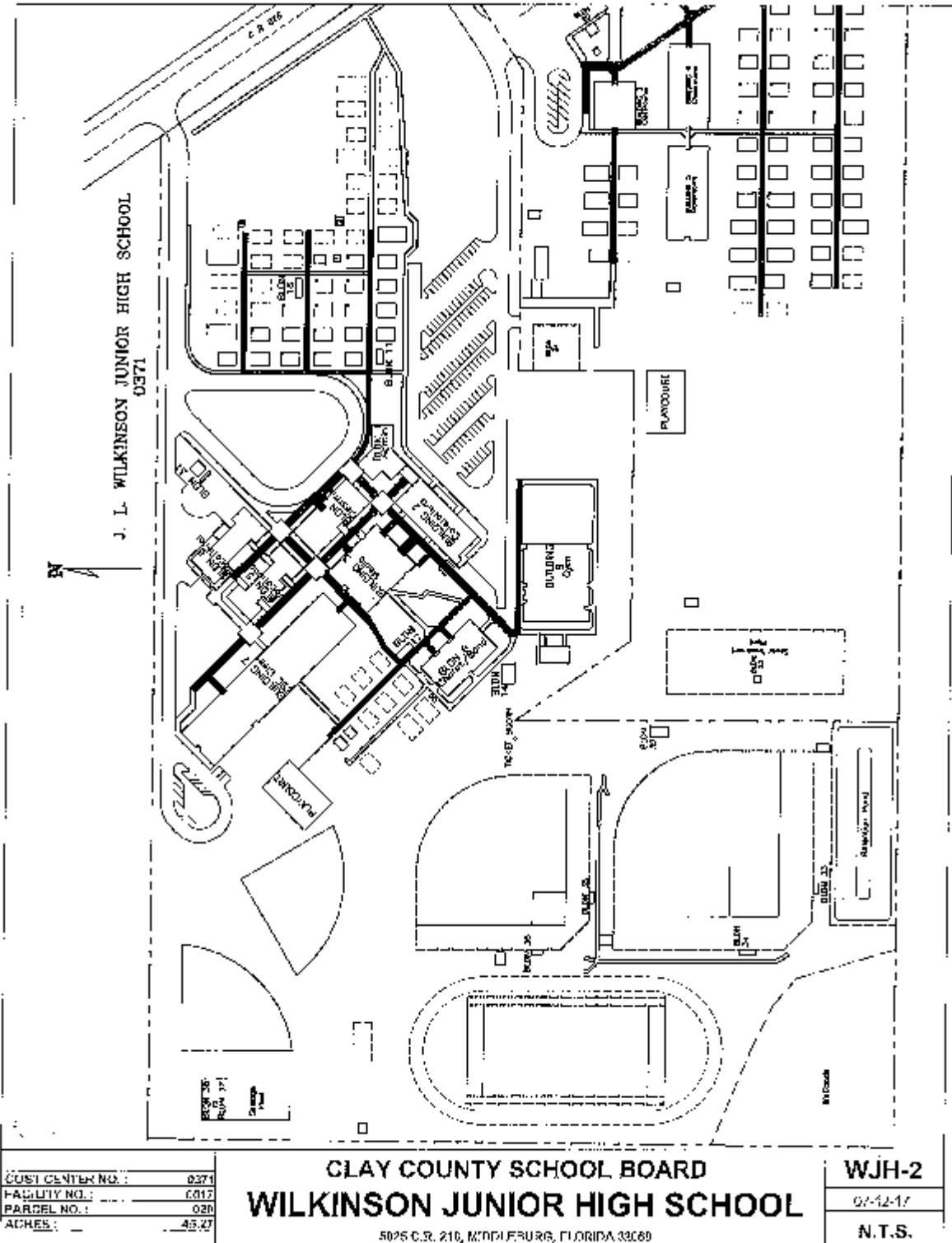
COST CENTER NO.:	0341
FACILITY NO.:	0015
PARCEL NO.:	318
ADDR.:	403

CLAY COUNTY SCHOOL BOARD CLAY HIGH SCHOOL

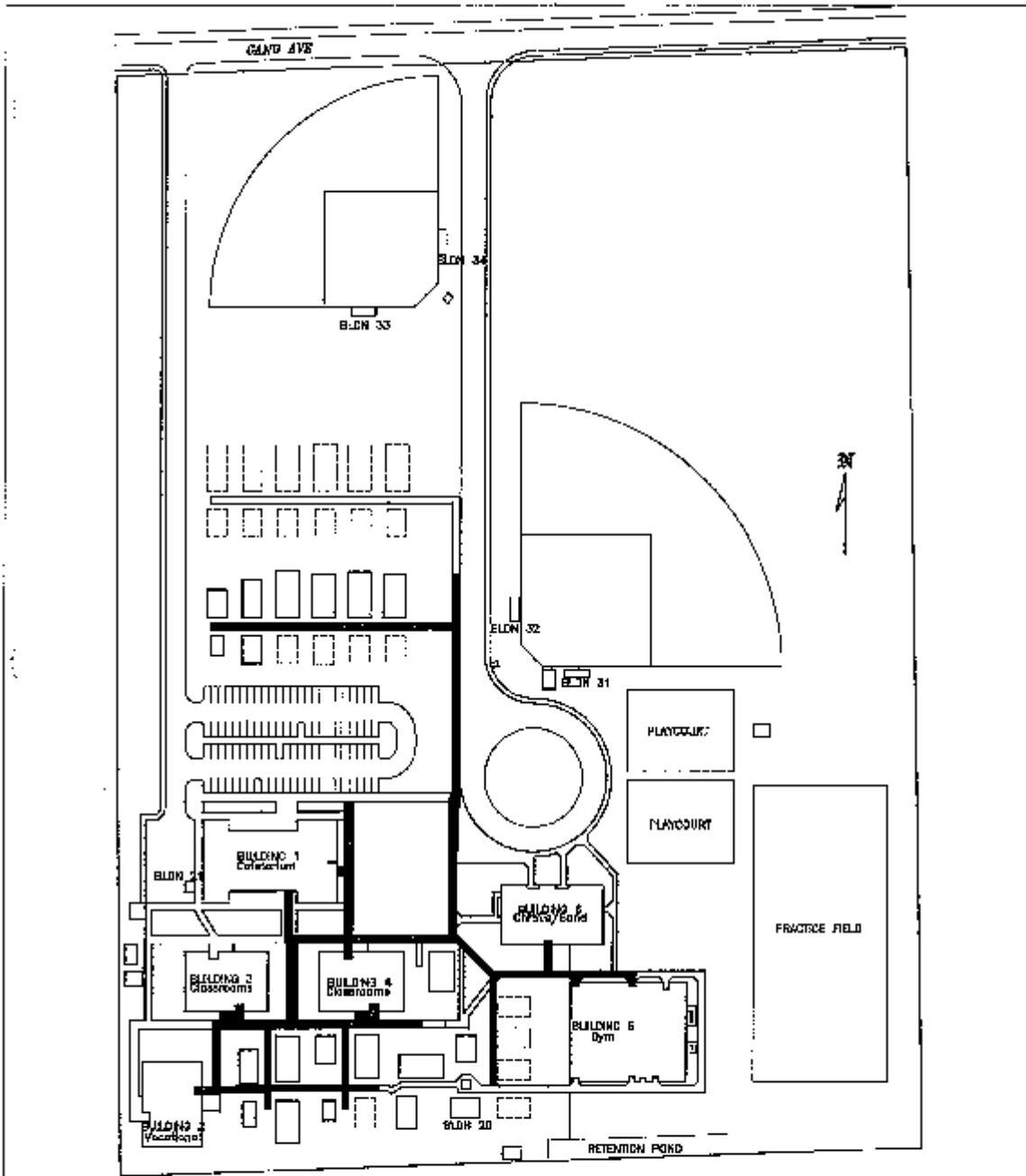
2069 S.R. 18 WEST, OFFICE CORP SPRINGS, FLORIDA 32043

CHS-1
02 23 17
N.T.S.

Appendix B - (13 maps)
School Maps



Appendix B - (13 maps)
School Maps



ORANGE PARK JUNIOR HIGH
0361 - OPJH

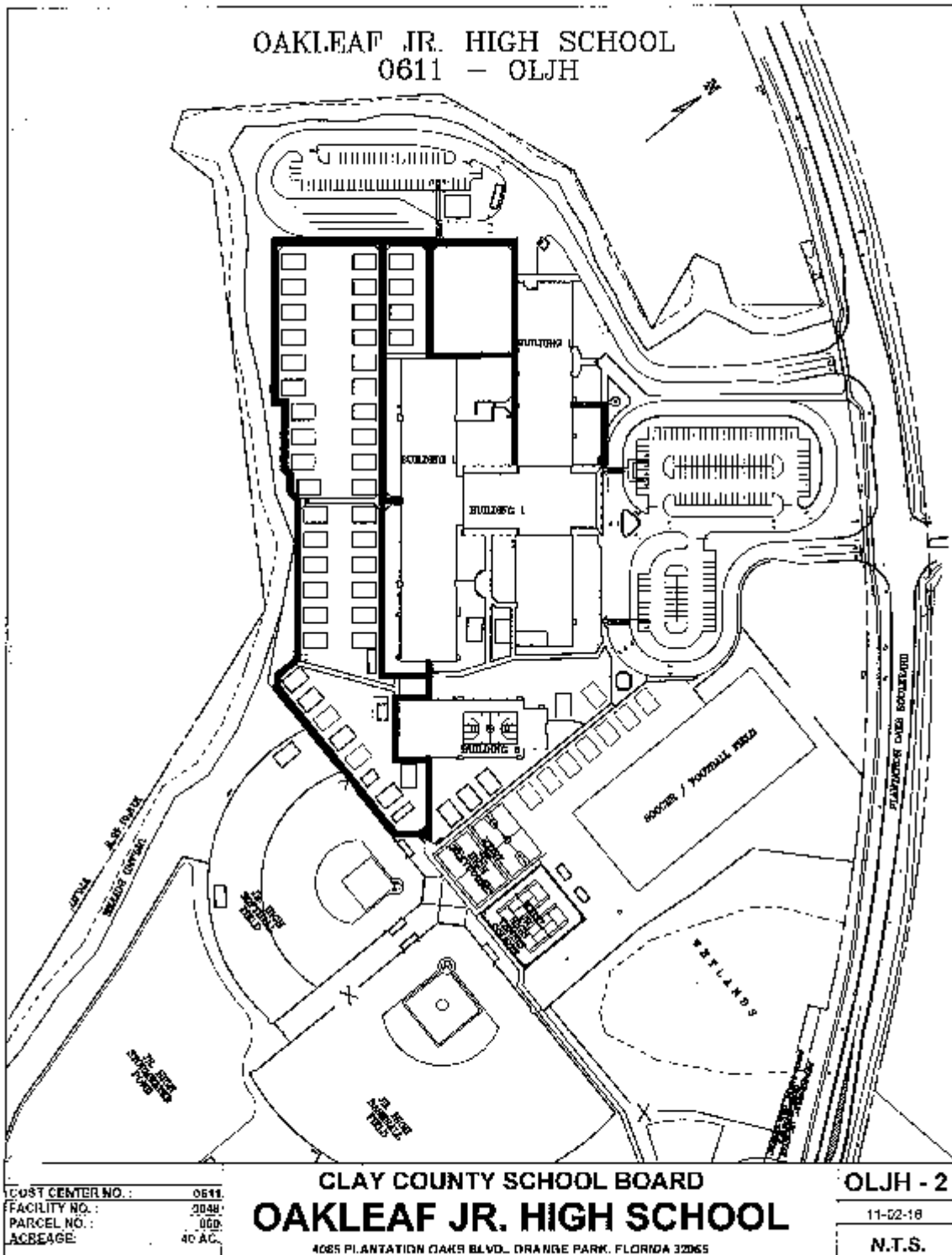
CLAY COUNTY SCHOOL BOARD
ORANGE PARK JUNIOR HIGH

1600 ISANO AVENUE, ORANGE PARK, FLORIDA 32073

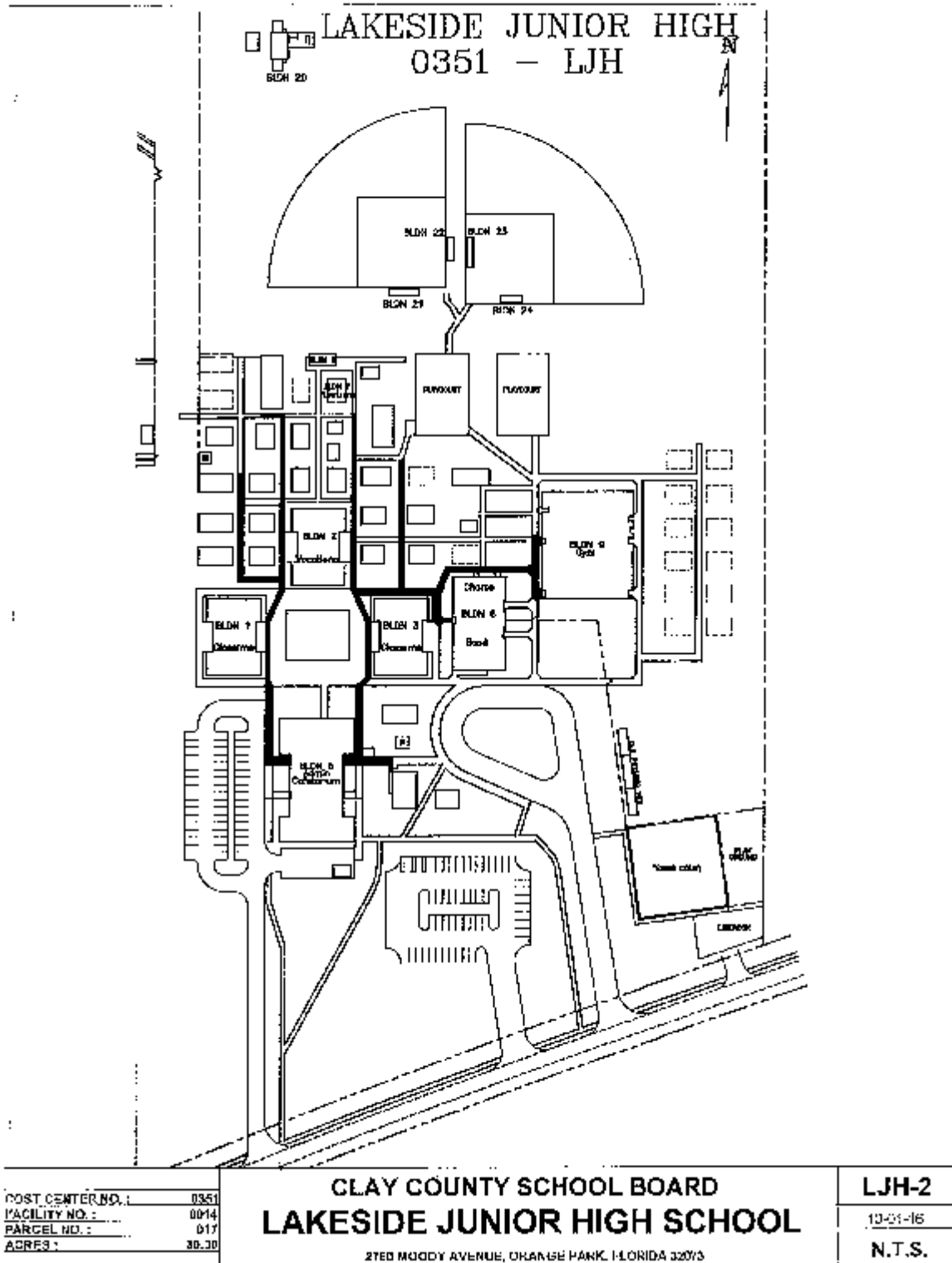
COST CENTER NO. :	0304
FACILITY NO. :	0016
PARCEL NO. :	0181
ACRES :	30.0

OPJH-1
10-01-10
N.T.S.

Appendix B - (13 maps)
School Maps

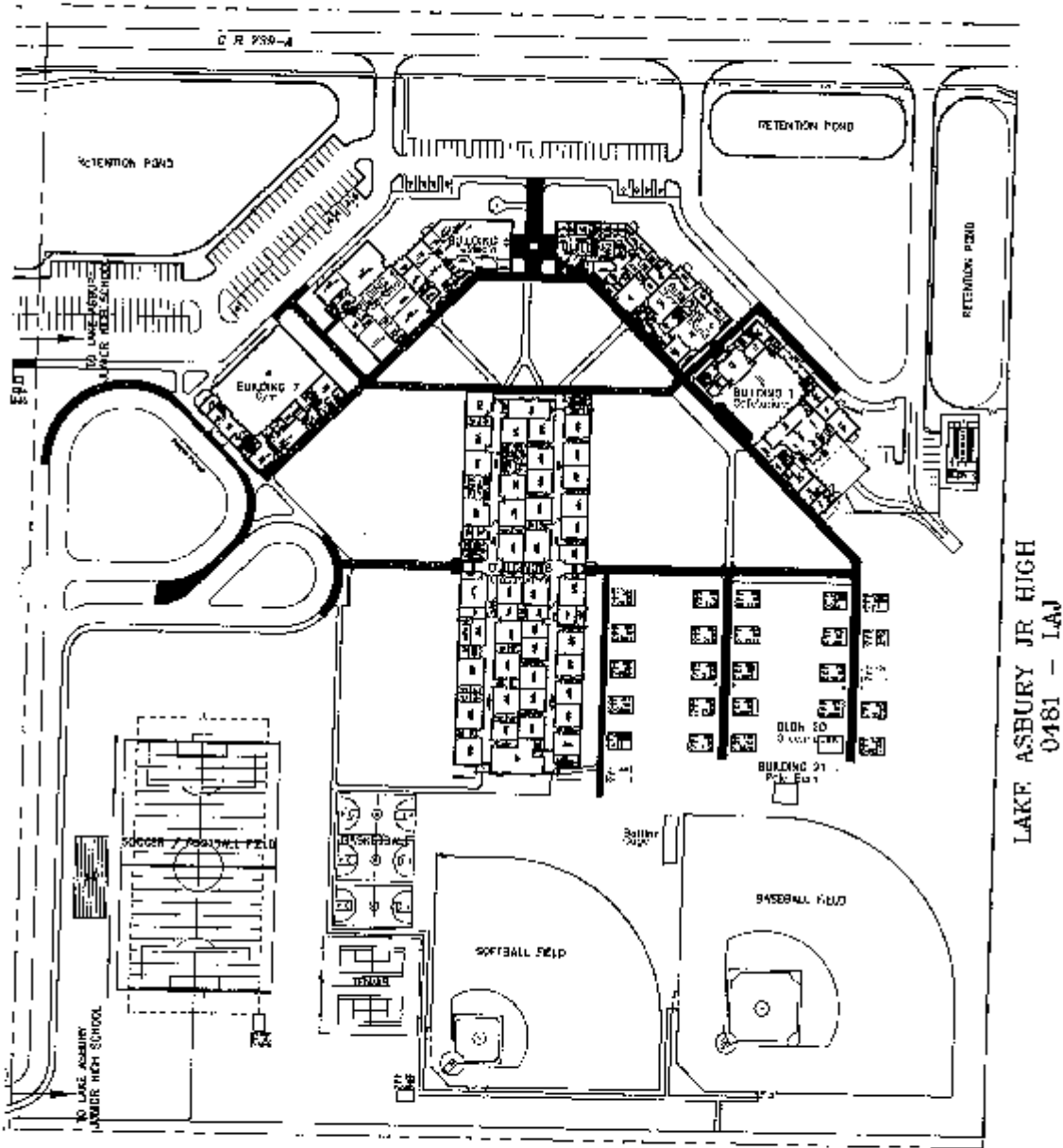


Appendix B - (13 maps)
School Maps

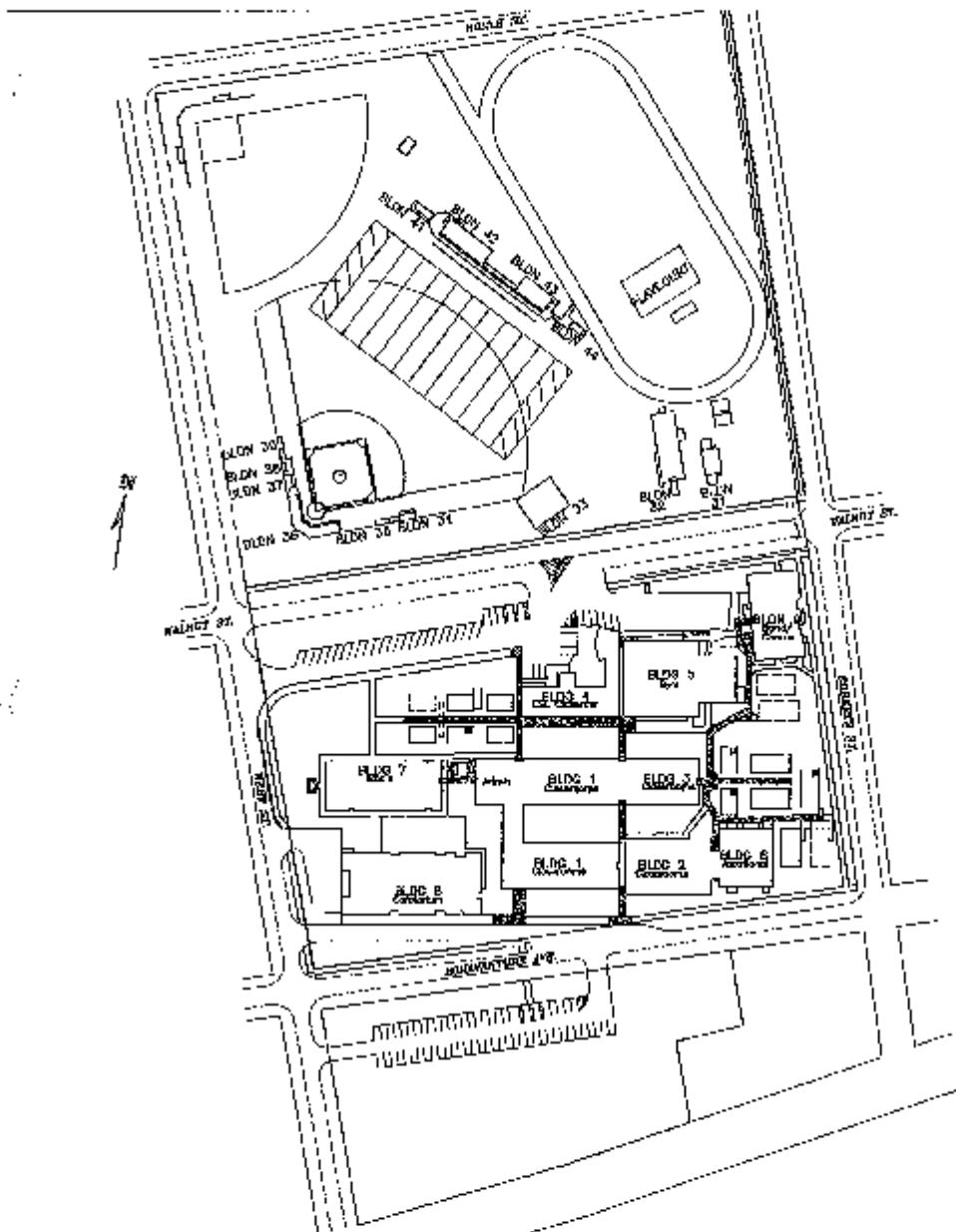


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Appendix B - (13 maps)
School Maps



Appendix B - (13 maps)
School Maps



GREEN COVE SPRINGS JUNIOR HIGH
0021 - GCSJH

CLAY COUNTY SCHOOL BOARD
GREEN COVE SPRINGS JUNIOR HIGH

1255 RON AVENUE, GREEN COVE SPRINGS, FLORIDA 32041

COST CENTER NO.:	0021
FACILITY NO.:	0001
PARCEL NO.:	302 / 6032
ACRFAGE:	27 AC.

GCSJH-1
02-23-17
N.T.S.

ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Contractor must disclose in its RFP, the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Employee	SBCC Title or Position of Employee	SBCC Department/ School of Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.
- I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.

Signature

Company Name

ATTACHMENT 2
CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE CONTRACTOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE CONTRACTOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

CONTRACTOR NAME: _____

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

ATTACHMENT 3
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

AUTHORIZED SIGNATURE OF CONTRACTOR

DATE

ATTACHMENT 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
(d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Contractor: _____

Printed Name

Title of Authorized Representative

Signature: _____

Date: _____

ATTACHMENT 5
DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to Contractors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes, as currently enacted or as amended from time to time.

IDENTICAL TIE RFP – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFPs, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie RFPs shall be followed if none of the tied Contractors have a drug-free workplace program, a business shall:

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 what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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.
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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

COMPANY NAME: _____

CONTRACTOR’S SIGNATURE: _____

ATTACHMENT 6
STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Contractor)

Name of Contractor: _____

Identify the state in which the Contractor has their principal place of business: _____

Identify the political subdivision (outside of Florida) in which Contractor has its principal place of business:

OPINION OF OUT-OF-STATE CONTRACTOR'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Out-of-State Contractor)

NOTICE: Section 287.084.(2), Fla. Stat., provides that "A Contractor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)]

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision.

_____ The Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Contractor's attorney: _____

Printed name of out-of-state Contractor's attorney: _____

Address of out-of-state Contractor's attorney: _____

Telephone Number of out-of-state Contractor's attorney: () _____ - _____

E-mail address of out-of-state Contractor's attorney: _____

Attorney's states of bar admission: _____

ATTACHMENT 7
NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME _____). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other Contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY _____) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (INSERT NAME OF COMPANY _____) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: _____

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

(Printed Name)

(Signature)

(Title)

(Date)

ATTACHMENT 8
APPLICANT STATEMENT – BACKGROUND INFORMATION

1. Legal Name and Address:
Address of Proposed Office in Charge, if different:
Contact Person and Position:
Telephone:

2. Circle One: Corporation, Partnership, Individual, Joint Venture or Other

3. If Corporation,
Date of Incorporation:
State of Incorporation:
If out-of-state Corporation currently authorized to do business in Florida, give date of such authorization:
Names and Titles of Principal Officers:

4. Name and Address and amount of ownership of all stockholders owning more than 10 percent of the company:

5. If Partnership: Date of Organization:
Nature of Partnership (General, Limited, or Association):
Name and Address of Partners:

6. If Individual: Name and Address of Owner:

7. Under what other or former names has your organization operated?

8. Length of time in business.

9. Describe any litigation or regulatory action filed against your firm in the last three (3) years, and the resolution thereof.

10. State whether the firm has offices and representatives in the State of Florida and/or in Clay County or surrounding Counties.

Proposal Certification

I hereby certify that I am submitting the enclosed information as my company's cost proposal by virtue of executing and returning this FEE SCHEDULE. I further certify full, complete and unconditional acceptance of the contents of the Request for Proposal, and all appendices and the contents of any Addenda released thereto.

If selected, I agree to execute any required truth-in-negotiations certificate stating that the rates of compensation and other factual unit costs supporting the compensation are accurate, complete and current at the time of contract.

AUTHORIZED SIGNATURE OF CONTRACTOR

DATE



CLAY COUNTY DISTRICT SCHOOLS

PURCHASING AND MATERIAL MANAGEMENT

800 Center Street
Green Cove Springs, Florida 32043

Telephone: 904-336-6736

David S. Broskie
Superintendent of Schools

BOARD MEMBERS:

Janice Kerekes
District 1
Carol Studdard
District 2
Tina Bullock
District 3
Mary Bolla
District 4
Ashley Gilhausen
District 5

October 19, 2020

Jeff Pilcher
St Johns Turf Care
1040 Hastings Federal Point Rd.
East Palatka, FL 32131

SUBJECT: Notice of Award Recommendation / Contract Negotiation under RFP # 20-MA-319

Dear Mr. Pilcher:

This letter is regarding the Request for Proposals (RFP) issued by the School Board of Clay County (SBCC) for ATHLETIC FIELD MAINTENANCE SERVICES - COUNTY WIDE. The RFP Evaluation Committee has evaluated the proposals received utilizing the evaluation criteria identified in the RFP and has made the recommendation to award the (2) two highest-ranking qualified Contractors:

- Agrow Pro, Inc.
- St. Johns Turf Care

The SBCC Purchasing Department has provided Notice of Award Recommendation as stated in the RFP. The Notice of Award Recommendation is subject to the execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the SBCC and the apparent successful Contractors. The SBCC further reserves the right to cancel this Notice at any time. The vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions is accept and approved by the School Board of Clay County at a Board Meeting.

As provided in the RFP, the SBCC's preference/selection of any proposal does not constitute an award of a Contract with the SBCC. It is anticipated that subsequent to the SBCC preference/selection of any proposal, Contract negotiations will follow between the SBCC and the selected Contractor(s). It is further expressly understood that no contractual relationship exists with the SBCC until a written Contract has been formally executed by both the SBCC, and the selected Contractors.

The Purchasing Department will contact the aforementioned Contractors to negotiate a written service contract for an initial three (3) year period with the option to renew for three additional one (1) year contract periods upon mutual agreement by all parties in writing.

Thank you for your response and your interest in serving the needs of the School Board of Clay County.

Sincerely,
SCHOOL BOARD OF CLAY COUNTY

Bertha Staefe
Supervisor of Purchasing and Material Management



**REQUEST FOR PROPOSALS – RFP # 20-MA-319
ATHLETIC FIELD MAINTENANCE SERVICES**

**ST JOHNS TURF CARE
FINALIST CLARIFICATION - BEST AND FINAL OFFER**

I. Objective

The School Board of Clay County, Florida (SBCC) Purchasing Department received your proposal for RFP # 20-MA-319 ATHLETIC FIELD MAINTENANCE SERVICES. The Proposal Committee completed their preliminary ranking and had a few items that need clarification regarding service/availability and pricing. The SBCC would like to request Contractor clarification to include the Contractor Best and Final Offer.

II. Service & Availability

As the Proposal Committee reviewed the results of the Athletic Field Maintenance Services RFP, there were a few topics that came up regarding the company's experience when it came to Athletic fields and if the company's workload can handle new business. Please prepare a response to the following questions.

1. Could your company accommodate the additional work that would result if awarded the services from this RFP when added to your current workload, and how would you do that? *Yes, we have another employee that we will be hiring to help with the increase work load.*
2. What services has the company performed on school athletic fields? What field types & how many? *Lawn mowing, fertilizing, fertilizing, all clay work on baseball + Softball. Field Renovations, Field Construction, Pinning work we do all field needs on any type of field. We've been doing these jobs for 5 yr. on probably 30-35 fields a yr. the last few yrs.*
3. Per the RFP, "Contractor(s) shall ensure that all restricted-use pesticides/herbicides/chemicals will be applied only by employees licensed by the Florida Department of Agriculture and Consumer Services with the appropriate Commercial Applicator License. That license will be a Category 3 Ornamental and Turf Pest Control License". How many certified technicians hold the specified certification? If need be, will the company have more employees certified? *We have 2 now, with 3 guys signed up to take the next test when offered.*

II. Pricing - Best and Final Offer

As the Proposal Committee reviewed the results of the Athletic Field Maintenance Services RFP, there were wide pricing variances in the proposals received. Per the RFP: "Estimates shall be priced per all pricing submitted under this RFP, to include the labor and itemized material list". Pricing is a key component of this RFP so the Best and Final Offer shall include pricing for ALL Sections A, B, C, D. The use of "Field" as measurement seemed to cause confusion so we clarified the measurement to Acre or Square Foot. Please complete pages 2-3 with BEST AND FINAL OFFER - Pricing, Sections A, B, C, D.

Finalist Clarification – Best and Final Offer can be emailed to Bertha.Staefe@myoneclay.net. We are requesting clarification and offer by Close of Business Wednesday, October 7, 2019 so they can be presented at the Proposal Committee Meeting scheduled for October 13, 2020 at 9:00 AM.

If you have any questions please call Bertha Staefe at (904) 336-6736

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FINALIST CLARIFICATION - BEST AND FINAL OFFER

PRICING

A. Standard Services – Fixed Labor Rates:

Contractor(s) are expected to provide a rate for each of the specific services listed below, that shall include all supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools or hand tools normally associated with the trade or industry standard and be exclusive of taxes as well as any other items necessary for the proper execution and completion of any services rendered under this RFP. **No additional charges or hidden costs shall be allotted during the course of the contract.** Contractor(s) shall provide pricing for all items listed below, failure to do so shall be cause for proposal to be deemed non-responsive.

	<u>Service</u>		<u>Cost Per Application</u>	<u>Per</u>
1.	Herbicide Application	Liquid	\$ 45 ⁰⁰	Acre
		Granular	\$ 45 ⁰⁰	Acre
2.	Insecticide Application	Liquid	\$ 45 ⁰⁰	Acre
		Granular	\$ 45 ⁰⁰	Acre
3.	Fertilizer Application	Liquid	\$ 45 ⁰⁰	Acre
		Granular	\$ 45 ⁰⁰	Acre
4.	Fungus / Disease control	Liquid	\$ 45 ⁰⁰	Acre
		Granular	\$ 45 ⁰⁰	Acre
5.	Aeration – Football Stadium		\$ 500 ⁰⁰	Acre
6.	Aeration – Baseball		\$ 500 ⁰⁰	Acre
7.	Aeration – Softball		\$ 500 ⁰⁰	Acre
8.	Verticutting – Football Stadium		\$ 1250 ⁰⁰	Acre
	Verticutting – Baseball		\$ 1250 ⁰⁰	Acre
	Verticutting – Softball		\$ 1000 ⁰⁰	Acre
	Rototill – Football Stadium		\$ —	Square Foot
	Rototill – Baseball <i>floor grade</i>		\$ 1250	Square Foot
	Rototill – Softball <i>floor grade</i>		\$ 1250	Square Foot
	Top Dressing – Football Stadium		\$ 500/24 Ton Load	Acre
	Top Dressing – Baseball		\$ 500/24 Ton Load	Acre
	Top Dressing – Softball		\$ 500/24 Ton Load	Acre
9.	Sod removal / replacement		\$ 1.50	Square Foot

B. Additional Services – Fixed Labor Rates:

Contractor shall supply hourly labor rates below for any and all **additional services** that are similar in scope and intent of this RFP or for work at the request of SBCC. Rates shall be provided for a Lead Supervisor and technician. All labor rates shall include the use of truck, tools and all other items necessary for satisfactory service. Rates shall be provided for standard business hours (M-F, 7am to 5pm) and non-standard business hours (anytime/day outside of standard business hours). All hourly rates and times shall start on the "job site". Any travel time expenses shall be borne by the Contractor and will not be reimbursed by SBCC.

<u>Trade</u>	<u>Standard Hourly Rate</u>	<u>Non Standard Hourly Rate</u>
Lead Supervisor	\$ 156.25	\$ —
Technician	\$ 156.25	\$ —
Other:	\$ 156.25	\$ —
Other:	\$ 156.25	\$ —

ST JOHNS TURF CARE

FINALIST CLARIFICATION - BEST AND FINAL OFFER

C. Optional Services - Fixed Labor Rates:

Contractor(s) may provide a rate for each of the optional specific services listed herein, that shall include all supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools, or hand tools normally associated with the trade or industry standard and be exclusive of taxes as well as any other items necessary for the proper execution and completion of any services rendered under this RFP. **No additional charges or hidden costs shall be allotted during the course of the contract.**

Service	Cost	Per
Warning track grading	\$ 25 ⁰⁰	Square Foot
Infield Conditioner spreading	\$ 23 ⁰⁰	Square Foot
Rye seed spreading	\$ 250 ⁰⁰	Acre
Rye Grass removal	\$ 75 ⁰⁰	Acre

D. Chemicals/Materials/Sand/Seed/Infield Conditioner:

Any and all chemicals, materials, sand, seeds or conditioners directly related to the services described herein shall be noted below unless otherwise noted in this RFP. Please list any below that may have high usage under this RFP, along with the markup percentage. Chemical pricing is per pound for granular and per gallon for liquid. Sand, seed and infield conditioner pricing is per 50lb bag.

Name	Brand	Manufacturer	EPA#	MSDS#	Usage	Price
	All Products bought through us will be marked up 20%				will	% above cost
						% above cost
						% above cost
						% above cost
						% above cost
						% above cost
						% above cost
						% above cost
						% above cost
						% above cost
						% above cost
List an overall % above cost to products that Contractor can supply but that are not listed above.						20 % above cost

By submitting BEST AND FINAL OFFER, the Contractor certifies that the Contractor has fully read, understands, and agrees to RFP # 20-MA-319 General Conditions, Special Conditions, to include full knowledge of the scope, nature, and quality of work to be performed. Contractor agrees to abide by all conditions of RFP to include Best and Final Offer, and certifies that they are authorized to sign for the Contractor.


Jeff Pilcher
10/6/20

 Authorized Contractor SIGNATURE and PRINTED NAME DATE



SUBMIT RFP TO:
SCHOOL BOARD OF CLAY COUNTY
PURCHASING DEPARTMENT

800 Center Street
Green Cove Springs, Florida 32043

REQUEST FOR PROPOSAL
Acknowledgement Form

Page 1 of 42 Pages	RFP WILL BE OPENED AT: 2:00 P.M. SEPTEMBER 22, 2020 and may not be withdrawn within 90 days after such date and time.	RFP NO. 20-MA-319
POSTING TIME & DATE 10:00 A.M. AUGUST 11, 2020	PURCHASING DEPARTMENT REPRESENTATIVE Scott Schultz, Procurement Coordinator Email: Scott.Schultz@myoneclay.net	RFP TITLE ATHLETIC FIELD MAINTENANCE SERVICES – COUNTY WIDE

CONTRACTOR NAME <i>ST Johns Turf Care</i>	<p>"NO RFP" REASON FOR NOT SUBMITTING RFP</p> <p>To qualify as a respondent, bidder shall submit only this bidder acknowledgement form and it shall be received no later than the stated RFP opening date and hour.</p> <p><i>[Handwritten Signature]</i> AUTHORIZED SIGNATURE (MANUAL)</p> <p><i>Jeff P. Iche</i> AUTHORIZED SIGNATURE (TYPED or PRINTED)</p> <p><i>Co. Owner</i> TITLE</p>
CONTRACTOR MAILING ADDRESS <i>1040 Hastings Federal Point Rd</i>	
CITY-STATE-ZIP <i>East Palatka, FL 32131</i>	
TELEPHONE NUMBER: () <i>352-258-3319</i>	
FAX NUMBER: ()	
EMAIL ADDRESS: <i>JDJ.P.Iche@gmail.com</i>	

I hereby certify that I am submitting the following information as my firm's (Bidder and/or Contractor) RFP and am authorized as the Bidder and/or Contractor to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Request For Proposal (RFP), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms, conditions contained in RFP, and any released Addenda and understand that the following are requirements of RFP and failure to comply will result in disqualification of RFP submitted; Bidder certifies this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services(s), and is in all respects fair and without collusion or fraud. Bidder acknowledges that all information contained herein is part of the public record as defined by State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this RFP are true and accurate.

SEALED RFP: All RFP sheets, requested documents, and this acknowledgement form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain, in addition to the above address, the RFP number, date and time of the RFP opening and the company name. All RFPs are subject to the conditions specified herein. Those which do not comply with these conditions are subject to RFP being considered Non-Responsive.

<p>SIGNATURE REQUIRED CHECKLIST:</p> <p>Documents shall be submitted with RFP</p> <p><input checked="" type="checkbox"/> REQUEST FOR PROPOSAL ACKNOWLEDGEMENT FORM (Page 1)</p> <p><input checked="" type="checkbox"/> SPECIAL CONDITIONS (Page 9)</p> <p><input checked="" type="checkbox"/> PRICING TABLES (Page 16)</p> <p><input checked="" type="checkbox"/> DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST (Page 34)</p> <p><input checked="" type="checkbox"/> CERTIFICATION REGARDING NON-DISCRIMINATING (Page 35)</p> <p><input checked="" type="checkbox"/> CERTIFICATION REGARDING LOBBYING (Page 36)</p> <p><input checked="" type="checkbox"/> CERTIFICATION REGARDING DEBARMENT, SUSPENSION (Page 37)</p> <p><input checked="" type="checkbox"/> DRUG-FREE WORKPLACE CERTIFICATION (Page 38)</p> <p><input checked="" type="checkbox"/> BIDDER'S STATEMENT PRINCIPAL PLACE BUSINESS (Page 39)</p> <p><input checked="" type="checkbox"/> NON-COLLUSION AFFADAVIT (Page 40)</p> <p><input checked="" type="checkbox"/> PROPOSAL CERTIFICATION (Page 42)</p>	<p>SUBMITTAL REQUIRED CHECKLIST:</p> <p>Documents submitted with RFP.</p> <p><input checked="" type="checkbox"/> APPLICANT STATEMENT-BACKGROUND INFORMATION (Page 41)</p>
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GENERAL CONDITIONS

SEALED RFP REQUIREMENTS: Unless otherwise specified, bidders shall use the form(s) furnished by the Purchasing Department, of the School Board of Clay County, Florida ("SBCC" or "District") and enter information only in the spaces where a response is requested. Any modifications or alterations to the original RFP documents by the bidder, whether intentional or otherwise, may constitute grounds for rejection of a RFP. Bidders may use an attachment as an addendum to the RFP if sufficient space is not available on the original form for the bidder to enter a complete response. For purpose of evaluation, the bidder shall indicate any and all variances from specifications, terms, and/or conditions regardless of how slight. If variations are not stated in the RFP, it shall be assumed that the product or service fully complies with the specifications, terms, and conditions herein.

BIDDER'S RESPONSIBILITY: It is the responsibility of the Bidder to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a RFP without regard to how a copy of this RFP was obtained. All RFPs are subject to the conditions specified herein, on the attached RFP documents, and on any Addenda issued thereto.

RFP SUBMITTED: Completed RFP must be submitted in a sealed envelope with RFP number and name clearly typed or written on the front of the envelope. RFPs must be time stamped in SBCC Purchasing Department on or before Due Date and Time listed on Acknowledgement Form. The address for RFP submittal, including hand delivery and overnight courier delivery, is indicated as: 800 Center Street, Green Cove Springs, Florida 32043. RFPs submitted by telegraphic, email, or facsimile transmission shall not be accepted. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their RFP or related material. Procurement and Warehousing Services shall not accept delivery of any RFP or related material requiring SBCC to pay for any portion of the delivery cost or the complete delivery cost.

EXECUTION OF RFP: RFP shall contain a manual signature of an authorized representative, officer or employee having authority to legally bind the company or firm in the space provided above. All RFPs must be completed in ink or typewritten. Use of erasable ink is not permitted.

If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the RFP even when using opaque correction fluid. SBCC reserves the right to reject any RFP or RFP item completed in pencil or any RFP that contains illegible entries or price corrections not initialed.

PRICES QUOTED: Deduct discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the RFP specification. In case of discrepancy in computing the amount of the RFP, the Unit Price quoted shall govern. Each item must be RFP separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Bidder is requested to offer a cash discount for prompt invoice payment, however such discounts shall not be considered in determining the lowest net cost for RFP evaluation purposes. Discount time shall be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the SBCC Accounts Payable Department, whichever is later. Cash or quantity discounts offered shall not be a consideration in determination of award of RFP(s).

TAXES: SBCC does not pay Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

MISTAKES: Bidders are expected to examine the specifications, delivery schedules, RFP prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.

CONDITION AND PACKAGING: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

SUBSTITUTIONS: SBCC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their RFP once awarded by SBCC. Any substitute shipments shall be returned at the Awardee's expense.

MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If RFPs are based on equivalent products, indicate the manufacturer's name and product number on the RFP form. Bidder shall submit cuts, sketches, and descriptive literature and/or complete specifications with their RFP. Reference to literature submitted with a previous RFP shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent meets the specifications and should not be considered an exception thereto. The SBCC reserves the right to determine acceptance of item(s) as an approved equivalent. RFPs that do not comply with these requirements are subject to rejection. RFPs lacking any written indication of intent to RFP an alternate brand shall be received and considered in complete compliance with the specifications as listed on the RFP form. The Purchasing Department is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction.

However, changes shall not be binding upon the SBCC unless evidenced by a Change Notice issued and signed by authorized SBCC representative.

SAMPLES: Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after RFP opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, RFP number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP item. Unless otherwise indicated, samples should be delivered to SBCC Purchasing Department, 800 Center Street, Green Cove Springs, FL 32043.

DELIVERY: All deliveries shall be F.O.B. indicated destination, freight fully prepaid. Title to the goods shall pass to SBCC upon receipt and acceptance at the destination unless indicated otherwise herein. Until acceptance, the Contractor retains the sole insurable interest in the goods. The SBCC shall not accept collect freight charges. Time of delivery is an important consideration for the SBCC in making the award. The SBCC reserves the right to cancel any order, or any part thereof, without obligation if delivery is not made within the time specified. Any delivery made after cancellation of the order shall be returned at the Contractor's expense. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBCC administration is closed.

AWARDS: In the best interest of the SBCC, the SBCC reserves the right to: 1) withdraw this RFP at any time prior to the time and date specified for the RFP opening; 2) make award(s) by individual item, group of items, all or none or a combination thereof with one or more suppliers; 3) to acquire additional quantities at prices quoted on this RFP unless additional quantities are not acceptable, in which case, the RFP sheets must be noted "RFP IS FOR SPECIFIED QUANTITY ONLY."; 4) to reject any and all RFPs or waive any minor irregularity or technicality in RFPs received; and 5) when it is determined there is no competition to the lowest responsible bidder, evaluation of other RFPs are not required. Bidders are cautioned to make no assumptions unless their RFP has been evaluated as being responsive. Upon award of this RFP, the successful bidder shall be notified of the award configuration in writing by the Purchasing Department. The bidder who is awarded this contract resulting from this RFP is cautioned not to provide goods and services to any SBCC site or to any SBCC employee prior to receiving a purchase order issued by the SBCC Purchasing Department. Notification of award is not to be construed as authorization to provide goods or services. The SBCC is not obligated to pay invoices for the provision of goods or services for which the SBCC Purchasing Department has not issued a purchase order, or invoices resulting from purchase order changes not authorized by the SBCC. All awards made as a result of this RFP shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the state court located in Clay County, Florida.

RFP OPENING: All RFPs shall be received no later than the date and time specified on the document. All RFPs received after that time shall not be considered. It is the bidder's responsibility to assure that their RFP is delivered at the proper time and place of the RFP opening. RFPs, which for any reason are not so delivered, shall not be considered. The public opening shall acknowledge receipt of the RFPs only, details concerning pricing or the offering may not be announced. All RFPs submitted shall become public record in accordance with F.S. 119.071. RFP files may be examined during normal working hours by appointment.

PROPRIETARY INFORMATION: Pursuant to Chapter 119, Florida Statutes, RFPs received as a result of this RFP shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all RFP documents or other materials submitted by all Bidders in response to this RFP shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its RFP is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the RFP claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the RFP is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

PUBLIC RECORDS REQUEST: All public records requests shall be administered by the District Records Office at 900 Walnut Street, Green Cove Springs, Florida 32043, phone 904.336-6500, or by email at: PRR@myoneclay.net The Public Records Request Procedure form is available online at <https://www.oneclay.net/domain/5052>

INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBCC are found to be defective or not conform to specifications, SBCC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

PAYMENT AND INVOICING: Contractor shall be paid in accordance with the Florida Prompt Payment Act, Florida Statutes Chapter 218, upon submission of invoices to the SBCC at the prices stipulated on the contract at the time the order is placed, less deductions if any, after delivery and acceptance of goods in accordance with the Florida Prompt Payment Act. An original invoice referencing a SBCC purchase order number shall be submitted for payment to

GENERAL CONDITIONS

SBCC Accounts Payable Department, 814 Walnut Street, Green Cove Springs, FL 32043. Failure to follow these instructions may result in delay in processing invoices for payment.

INSURANCE / LICENSES / PERMITS: Bidder, by virtue of submitting a RFP, shall be in full compliance with LIABILITY INSURANCE, LICENSES AND PERMITS as specified herein. Bidder shall take special notice that SBCC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- by AM Best. All policies must remain in effect during the performance of the contract.

Where Awardees are required to enter or go onto SBCC property to deliver materials or perform work or services as a result of a RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBCC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their RFP.

RFP BONDS / PERFORMANCE BONDS: RFP bonds, when required, shall be submitted with the RFP in the amount specified in Special Conditions. RFP bonds shall be returned to non-Awardees. After acceptance of RFP, SBCC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the RFP bond shall be returned to the Awardee.

LICENSES, CERTIFICATIONS AND REGISTRATIONS: As of the RFP Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for RFP to be considered a responsive and responsible RFP. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by SBCC. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its RFP or within 24 hours upon request by SBCC.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the RFP Opening, shall provide notice to the Supervisor of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP Opening shall not relieve the Awardee of its responsibilities under this RFP.

PATENTS & ROYALTIES: The Awardee, without exception, shall indemnify and save harmless SBCC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBCC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

SAFETY STANDARDS / OSHA / MSDS: The Awardee warrants that the product supplied to SBCC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA), as amended, and the failure to comply with this condition shall be considered as a breach of contract. The bidder further certifies that if they are the successful bidder and delivered product is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the bidder. The Manufacturer, Importer, or Distributor of a toxic substance shall provide all Material Safety Data Sheets (MSDS) with their RFP. (See Florida's Right-To-Know Law, Chapter 442, Florida Statutes.)

ASBESTOS / FORMALDEHYDE / LEAD-FREE: All building materials, pressed boards, and furniture supplied to SBCC shall be 100% asbestos free. It is desired that all building materials, pressed boards and furniture supplied to SBCC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing RFP that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied. All material supplied to SBCC must be 100% lead free. Bidder, by virtue of signing RFP, certifies that only materials or equipment that is 100% lead free shall be supplied to SBCC.

CONTRACT WORK HOURS & SAFETY STANDARDS ACT: (34 CFR 80.36(i)(6)): All Contractors, contractors and subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

TOXIC SUBSTANCES IN CONSTRUCTION, REPAIR OR MAINTENANCE OF EDUCATIONAL FACILITIES: (Fla. Statute 1013-49: (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used the contractor shall notify the SBCC Superintendent or the SBCC Project Manager/Supervisor in writing at least three (3) working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance

is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the supplier to notify the Purchasing Department in writing at once indicating in their submittal the specific regulation that required an alteration. The SBCC reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the SBCC.

FACILITIES: SBCC reserves the right to inspect the Awardee's facilities at any time with prior notice. RFPs shall be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this RFP, have a record of performance for a reasonable period of time; have sufficient financial support equipment and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with best business practices in the industry and as determined in discretion by the proper authorities of the SBCC. SBCC may use the information obtained from this in determining whether Bidder is a responsible Bidder.

SPECIAL CONDITIONS: The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual RFPs. Any and all Special Conditions that may vary from General Conditions shall have precedence.

DISPUTES: in the event of a conflict between the documents, the order of priority of the documents shall be as follows:

Addenda released for this RFP, with the latest Addendum taking precedence, then;

The RFP; then

Bidder's submitted RFP.

In case of any other doubt or difference of opinion, the decision of SBCC shall be final and binding on both parties.

EXPENDITURE: No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this RFP. SBCC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBCC.

EXTENSION: In addition to any extension options contained herein, SBCC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBCC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBCC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this RFP or (b) the termination date under any applicable period of extension under a contract entered into as a result of this RFP.

ASSIGNMENT: Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from SBCC. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBCC. The successful Contractors shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company, or corporation without prior written consent of SBCC. The successful Contractors have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful Contractor obligations cannot be delegated.

PURCHASE AGREEMENT: This RFP and the corresponding Purchase Orders shall constitute the complete agreement. SBCC shall not accept proposed terms and conditions that are different than those contained in this Invitation to RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a RFP, Awardee agrees to not submit to any SBCC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBCC.

FISCAL NON-APPROPRIATIONS CLAUSE: In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the Contractor of such an occurrence and the RFP and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the SBCC.

TIED RFP: In the event of tied or identical RFPs, preference shall be given to the RFP which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S. If all tied RFPs have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither Contractor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the tied RFP shall be decided by the flip of a coin in the

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presence of witnesses. The coin flip shall be administered by the Supervisor of Purchasing who shall designate the calling of heads or tails.

LOBBY: Bidders are hereby advised that they shall not lobby with any School District personnel or SBCC Members regarding this RFP. All oral or written inquiries shall be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or School District Personnel on the award of this contract. Any bidder or any individuals that lobby on behalf of a bidder shall result in the rejection/disqualification of said RFP.

ETHICS: All bidders shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.

ACCESS TO RECORDS: (34 CFR 80.36 (i)(10)): All Contractors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific RFP/contract for the purpose of making audit, examination, excerpts and transcriptions.

RECORDS RETENTION: (34 CFR 80.36(i)(11)): All Contractors, contractors and subcontractors shall retain all records pertaining to this RFP/contract for three (3) years after SBCC makes final payment and all other pending matters closed.

CLEAR AIR ACT (34 CFR 80.36(i)(12)): All Contractors, contractors and subcontractors shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 11857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Applies to contract, subcontracts and subgrants of amounts in excess of \$100,000).

ENERGY EFFICIENCY (34 CFR 80.36(i)(13)): All Contractors, contractors and subcontractors shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (pub. L. 94-163, 89 Stat.871).

EQUAL EMPLOYMENT OPPORTUNITY (34 CFR 80.36(i)(3)): All Contractors, contractors and subcontractors shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applied to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All Contractors, contractors and subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair).

DAVIS-BACON ACT (34 CFR 80.36(i)(5)): All Contractors, contractors and subcontractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN: By submitting a RFP any Company/Contractor/Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List. In the event that it is subsequently determined that the Company/Contractor/Contractor submitted a false certification any contract resulting from this RFP may be immediately terminated in accordance with s.287.135 Florida Statute.

SERVICE AND WARRANTY: Unless otherwise specified, the bidder shall define any warranty service and replacements that shall be provided during and subsequent to this contract. Bidders shall explain on an attached sheet to what extent warranty and service facilities are provided. All materials and/or services furnished under this RFP shall be warranted by the Contractor/distributor/manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items RFP shall be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the successful bidder shall repair and/or replace any defects without cost to the SBCC with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the SBCC.

GOVERNING LAW: This RFP, any award(s) resulting from this RFP, and all transaction from this RFP shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this RFP shall be submitted to the jurisdiction of the state courts located in Clay County, Florida without regards to principles of conflicts of law.

PURCHASES BY OTHER GOVERNMENTAL AGENCIES (D.O.E. Regulation #6A1.012/5): With the consent and agreement of successful bidder(s), purchases may be made under this RFP by other governmental agencies within the State of Florida. Such purchases shall be

governed by same terms and conditions as stated herein with exception of venue of litigation of disputes which may be changed to include only the state courts in the county in which the governmental agency is located.

USE OF OTHER CONTRACTS: SBCC reserves the right to utilize any other SBCC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per SBCC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.

PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The purchasing agreements and state term contract available under s. 287.056 have been reviewed.

CONE OF SILENCE: Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after SBCC Purchasing Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated SBCC representative. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBCC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBCC This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by SBCC. **Any Bidder or lobbyist who violates this provision shall cause their RFP (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

NONCONFORMANCE TO CONTRACT CONDITIONS: Items offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

- For a period of two years, any RFP submitted by Awardee shall not be considered and shall not be recommended for award.
- All departments being advised not to do business with Awardee.

SEVERABILITY: In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this RFP shall be considered as if such invalid.

JESSICA LUNSFORD ACT: In accordance with the Jessica Lunsford Act the bidder and all their employees, as required by law, shall undergo and pass a Level II fingerprinting and background check as required by F.S. 1012.465,467 or 468 and possess a SBCC fingerprinting clearance card prior to entry upon SBCC property. All costs associated with obtaining fingerprinting and background check shall be at no expense to the SBCC. To obtain information on when and how to obtain fingerprinting log on to the SBCC web site at oneclay.net/purchasing click on "Jessica Lunsford Act Information" or contact the Human Resources Division at (904) 336-6716.

BIDDER'S EMPLOYEE RESPONSIBILITY: All employees and/or sub-contractors of the Contractor shall be considered to be at all times the sole employees and responsibility of Contractor under their sole direction and not an employee or agent of SBCC. The contractor shall supply competent employees and/or sub-contractors and the SBCC may require the Contractor to remove an employee and/or sub-contractor it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on SBCC property is not in the best interest of the SBCC. Contractors and all their employees shall be in accordance with Jessica Lunsford Act. Each employee and or sub-contractor of contractor shall have and wear proper identification while on SBCC property and are required to sign in/out at main office or other designated place upon arrival and when leaving job site, if applicable. Workman using foul/abusive language or presenting an offensive appearance as determined by SBCC Representative(s) shall be asked to leave. Radios/other audio items are not to be used and Smoking is prohibited on SBCC property.

DISCRIMINATION: An entity or affiliate who has been placed on the discriminatory Contractor list may not submit a RFP on a contract to provide goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

PROTESTING: Any actual or prospective bidder who disputes the reasonableness, or competitiveness of the terms and conditions / specifications of the invitation to RFP or contract award recommendation, shall file a written Notice of Protest with the Superintendent of Schools within 72 hours of the posting of RFP solicitation or posting of the RFP tabulation with recommendation and shall file a formal written protest within ten working days following the

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filing of Notice of Protest. Any person who files an action protesting this RFP pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Clay County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$5000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to observe such timeliness shall constitute a waiver of proceedings and of right to protest as set forth in Chapter 120, Florida Statutes. RFP Tabulation / Recommendation of Award shall be posted online at oneclay.net/purchasing with the hard copy posted in the SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida after the intended recommendation is announced on or about November 3, 2020. This tabulation shall remain posted for a minimum period of 96 hours. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

CONFIDENTIAL RECORDS: Notwithstanding any provision to the contrary within this Contract, any party contracting with SBCC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBCC and its officers and employees for any violation of this section, including, without limitation, defending SBCC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBCC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBCC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. Awardee agrees that it may create, receive from or on behalf of SBCC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBCC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBCC, Awardee agrees to provide SBCC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBCC to terminate any Agreement with Awardee.

PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a RFP on a contract to provide any goods or services to a public entity, may not submit a RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted Contractor list.

FORCE MAJEURE: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

CANCELLATION / TERMINATION: In the event, the awarded bidder violates any of the provisions of this RFP or fails to perform their obligation under this contract in a manner

satisfactory to the SBCC as per specifications, the Supervisor of Purchasing shall give written notice to the Contractor setting forth the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation shall be made to the SBCC for immediate cancellation of the contract. Failure of the Contractor to correct deficiencies shall give the SBCC the right to cancel this contract, but failure by the SBCC to exercise this right, in any instance, shall not prevent the subsequent exercise of this right by the SBCC or prejudice its claim for damages resulting from such default, violations, breach of contract or other failures whether or not an expressed written agreement exists for the provision of such goods and/or service. Upon cancellation, hereunder the SBCC may pursue any and all legal remedies as provided herein and pursuant to the contract and by law. The SBCC reserves the right to terminate any contract resulting from this invitation at any time for cause, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for cause or convenience as provided herein, the SBCC shall be relieved of all obligations under said contract. The SBCC shall only be required to pay to the award bidder that amount of the contract actually satisfactorily performed to the date of termination and shall not be responsible for any consequential damage, future damages or damages caused by lost profits, inconvenience or overhead expense to the Contractor. The SBCC may cancel the contract upon ninety (90) days written notice for reasons other than cause and Contractor shall have no legal recourse or cause of action against the SBCC damages resulting from said cancellation.

INDEMNIFICATION: Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the Contractor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Contractor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar. This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

Any and all special conditions and specifications attached hereto that vary from these General Conditions shall have precedence. The accompanying RFP constitute an offer from the bidder. If any or all parts of the RFP are accepted by the School Board of Clay County, an authorized representative of the Purchasing Department shall issue an officially signed Award Letter which shall then constitute the completed written agreement between the parties. The conditions of the Award Letter become a part of the written agreement between the parties.

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SPECIAL CONDITIONS

The School Board of Clay County (SBCC or District) is seeking proposals for **“ATHLETIC FIELD MAINTENANCE SERVICES”**. This is a Request for Proposals (“RFP”) for an independent Contractor or Contractors ((the “Contractor(s)”) to provide athletic field maintenance services as needed for all SBCC sites as outlined in the Appendices in the manner specified in the Scope of Work.

Request for Proposal packages may be obtained from the SBCC Purchasing Department by calling 904-336-6737 or can be downloaded from the Purchasing Department Webpage oneclay.net/purchasing click on “Active RFP Folder”.

Qualified Contractors desiring to provide the required services must submit one (1) ORIGINAL hardcopy labeled as such on the cover, and five (5) copies, totaling six (6) proposal packages, submitted in a sealed package clearly marked on the outside: **“RFP 20-MA-319”** to SBCC Purchasing Department at 800 Center Street, Green Cove Springs, Florida 32043 before the time and date listed on RFP Acknowledgement Form.

It is the intent of the SBCC, if successful with contract negotiations, to enter into a written service contract for athletic field maintenance services for an initial three (3) year period with option to renew for three additional one (1) year contract periods upon mutual agreement by all parties, in writing.

A Proposal Committee shall review the proposals received in response to this RFP and make a recommendation to the Board for the selection of the Contractor(s). The Proposal Committee will consist of five (5) members. It is anticipated that, in performing their duties, the awarded Contractor(s) shall have substantial interaction with the District and School Athletic Director(s) and the Maintenance Department. This interaction shall include, but not be limited to; reviewing and modifying the scope of services, evaluating and discussing performance of Contractor(s) and corrective actions for performance deficiencies, and any other issues as determined by the SBCC Representatives.

It is expressly understood that the SBCC’s preference/selection of any proposal does not constitute an award of a Contract with the SBCC. It is further expressly understood that no contractual relationship exists with the SBCC until a written Contract has been formally executed by both the SBCC, and the selected Contractor(s).

In the best interest of the School Board, the District reserves the right to reject any and all proposals/offers, with or without cause, to waive informalities, minor irregularities or other requirements in proposals/offers received and/or to accept any portion of the proposal/offer if deemed in the best interest of the District.

The District also reserves the right to request clarification of information from any Contractor. Any ex-parte communications initiated by a Contractor with any employee of the District other than those personnel specifically identified as contacts in this RFP, or communication with any member of the School Board may result in immediate disqualification from the RFP process.

The terms and conditions stipulated in this Request For Proposal are those desired by the SBCC and preference will be given to those proposals in full or substantial compliance therewith. Failure of the Contractors to provide in their proposal/offer any information requested in the RFP, may result in rejection for non-responsiveness. Failure of the Contractors to meet or exceed any stated minimums in the RFP may also result in rejections for reasons of non-responsiveness. However, after allowance for any deviations, all proposals may be considered. Contractors are cautioned that restrictive deviations from the desired program must be clearly stated in the Proposal Response.

The competence, responsiveness, and responsibility of Contractors will be considered in making the award. Contractors are required to submit with their proposal, data in regard to their qualifications as a service provider including experience, and a list of current companies successfully being serviced that are comparable to this request. Please include names and telephone numbers of persons to contact. The Contractors declare that the amount and nature of the materials/services to be furnished is

SPECIAL CONDITIONS

understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

The SBCC is not responsible for any expenses which Contractors may incur in preparing and submitting Proposals. The SBCC will not be liable for any costs incurred by the Contractor in connection with interviews/presentations (i.e., travel, accommodations, etc.). It is expressly understood, no Contractor may seek or claim any award and/or re-imburement from the SBCC for any expenses, costs, and/or fees (including attorneys' fees) borne by any Contractor, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Contractor.

In the event that a contract/agreement is attached to the RFP, such attached contract/agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the SBCC. In the event that a contract/agreement is not attached to the RFP, it is expressly understood that the SBCC preference/selection of any proposal does not constitute an award of a contract/agreement with the SBCC. It is anticipated that subsequent to the SBCC preference/selection of any proposal, Contract negotiations will follow between the SBCC and the selected Contractor(s). It is further expressly understood that no contractual relationship exists with the SBCC until a Contract has been executed in writing by both the SBCC, and the selected Contractor(s). The SBCC reserves the right to delete, add to, or modify one or more components of the selected Contractor's proposal, in order to accommodate changed or evolving circumstances that the SBCC may have encountered, since the issuance of the RFP. It is further understood, no Contractor (whether selected or not) may seek or claim any award and/or re-imburement from the SBCC for any expenses, costs, and/or fees (including attorney's fees) borne by any Contractor, during the entire RFP process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Contractor. By submitting a proposal, a Contractor agrees to be bound by these terms and provisions of the RFP.

In order to be considered for evaluation, the proposers shall demonstrate sufficient capacity, resources and experience to provide complete athletic field maintenance services as required by the District, and as specified in this RFP. Any proposer that fails to meet the following minimum criteria could be noted as "nonresponsive" and may not be evaluated/scored.

At a minimum, each proposer shall provide sufficient documentation to verify that:

1. The Contractor has successfully provided athletic field maintenance services for large organizations with multiple large facilities within the immediate past four (4) years, and those organizations will be included in the required references.
2. The firm can comply with the SBCC insurance requirements.

The successful Contractor shall furnish, prior to commencement of performance under this contract, to the School Board Purchasing Department, certificate(s) of insurance which clearly indicate the insurance coverage required below have been obtained:

CONTRACTOR'S AND SUB-CONTRACTOR'S INSURANCE: Contractor shall take out and maintain all insurance policies required below with companies authorized to do business under the laws of the State of FL. and satisfactory to the School Board. **The awarded Contractor SHALL ensure that any sub-Contractor they use maintain the same level of insurance coverage.** Insurer shall be rated A- with an FSC V or better in the current AM Best Guide through the life of the contract to include any renewal periods.

SPECIAL CONDITIONS

Insurance certificate(s) reflecting the required coverage's shall be submitted to the School Board Purchasing Department prior to any work being performed under this Contract. Certificate(s) shall be submitted directly from Contractor's Insurance Agent and Mark All Certificates Attn: SBCC Purchasing Department, as Certificate Holder (with 30 day Notice of Cancellation or Change in Coverage) and list SBCC as Additional Insured with regards to RFP # 20-MA-319.

COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE: Including Premises Operation, Independent Contractor's Protective, Products and Completed Operation Board Form, Contractual Liability in at least the following amounts and coverage's:

<u>Bodily Injury</u>	<u>Property Damage</u>	<u>Personal Injury</u>
- Each Occurrence \$1,000,000.00	- Each Occurrence \$1,000,000.00	-Annual Aggregate \$1,000,000.00
- Annual Aggregate \$2,000,000.00	- Annual Aggregate \$2,000,000.00	
- Completed Operations and Products Liability shall be maintained for one (1) year after final payment		

WORKERS' COMPENSATION INSURANCE: Contractor is responsible for assuring that valid Worker's Compensation Insurance as required by Chapter 440, Florida Statutes is maintained for all of their employees and sub-Contractors employed at the site of the project. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation Statute the Contractor shall provide adequate insurance satisfactory to the Owner, for protection of his employees not otherwise protected. School Board shall accept an approved NOTICE OF ELECTION TO BE EXEMPT FROM THE PROVISIONS OF THE FLORIDA WORKERS' COMPENSATION LAW Certificate.

<u>State</u>	<u>Employer's Liability</u>
- Statutory	- Per Accident \$100,000.00
	- Disease, Policy Limit \$500,000.00 - Disease, Each Employee \$100,000.00

AUTOMOBILE INSURANCE: Including all owned, non-owned and hired vehicles used in connection with the work in at least the following amounts and coverage's:

<u>Bodily Injury</u>	<u>Property Damage</u>
- Each Person \$1,000,000.00	- Each Occurrence \$1,000,000.00
- Each Occurrence \$1,000,000.00	
- Each Accident – Single Limit – Bodily Injury and Property Damage combined one million dollars (\$1,000,000.00)	

NO PAYMENTS will be made until approved Insurance Certificate is received by SBCC.

NOTE: The successful Contractor(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all rights, title or interest herein, or their power to execute such contract to any person, company or corporation without prior written consent of the School Board. The successful Contractor(s) have the sole and exclusive responsibility for furnishing services in accordance with this contract. The successful Contractor(s) obligations cannot be delegated.

RFPs must be submitted with all required documents to include completed Attachments/Exhibits. Contractors may use an attachment if sufficient space is not available on the original form for the Contractor to enter a complete response. Any modifications or alterations to the original RFP documents by the Contractor, whether intentional or otherwise, shall constitute grounds for rejection of a RFP. Any such modifications or alterations that a Contractor wishes to propose must be clearly stated in the Contractor's proposal response. Prior to submitting a RFP, it is the sole responsibility of Contractor to ensure that all addenda releases are received, and that all RFP and addenda requirements have been completed and that all required submittals have been included.

Questions on RFP shall be in writing to Scott Schultz, Procurement Coordinator, sent via email to scott.schultz@myoneclay.net by 2 PM on September 1, 2020.

Any and all written questions received shall be reviewed, responded to and if deemed necessary an official response shall be issued by the Purchasing Department in the form of an Addendum. This

SPECIAL CONDITIONS

process shall constitute the only official means by which additional information regarding this RFP shall be made available. Additional information acquired by any other means shall not be utilized in the configuration of any Contractor's proposal and shall not be considered in the School Board evaluation of proposals submitted and shall be considered inadmissible in proposal dispute proceedings. Contractors may be disqualified who solicit or receive (even if unsolicited) additional information regarding the RFP by any other means than process described herein.

NOTE: ALL RFP SHEETS, THAT ARE REQUIRED, MUST BE EXECUTED AND SUBMITTED WITH SEALED PROPOSAL. ALL RFPs ARE SUBJECT TO THE CONDITIONS SPECIFIED HEREIN. THOSE WHICH DO NOT COMPLY WITH THESE CONDITIONS ARE SUBJECT TO REJECTION.

By submitting a proposal, the Contractor certifies that the Contractor has fully read and understands all General Conditions, Special Conditions, and has full knowledge of the scope, nature, and quality of work to be performed. Contractor certifies that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a RFP for the same equipment/service and in all respects is fair and without collusion or fraud. Contractor agrees to abide by all conditions of this RFP and certifies that they are authorized to sign this RFP for the Contractor.



AUTHORIZED CONTRACTOR SIGNATURE OF CONTRACTOR

(INTENTIONALLY LEFT BLANK)

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

SCOPE OF SERVICES – The District wishes to receive proposals for selection of a Contractor(s) to provide Athletic Field Maintenance Services at various schools and facilities from the date of award through December 31, 2023, with renewal options.

The goal of SBCC and these services is to enhance the athletic fields and improve the appearance and care for all sites. Contractor(s) shall service sites and coordinate services with SBCC Representatives for each site, and inform those representatives of all treatments, services and completion status of said services.

SBCC currently has 13 sites located throughout Clay County, Florida that may require services under this RFP. Addresses for those sites are included as Appendix A, and maps of those sites are included as Appendix B. Site review/visits can be arranged by contacting John Sgromolo at (904)336-6919 or via email at john.sgromolo@myoneclay.net. Upon written notification to the Contractor, sites shall be added, or deleted, at the sole discretion of the School Board.

These sites include baseball, softball, football and practice fields. SBCC reserves the right to add or delete sites as necessary for the duration of the contract. Contractor(s) shall be able to perform services at any SBCC site. Pricing submitted by Contractor(s) under this RFP will be held for any additional site based upon the pricing given herein.

The majority of orders under this RFP will be placed by the SBCC Representative for each site. Any and all work ordered under this RFP is upon request, on an as needed basis only. Therefore, no minimum or maximum amount of work is guaranteed.

THE SERVICES:

1.1 All work performed under this RFP will be in the best interest of safety at all times, especially when students are present in and around designated areas. No power equipment shall be operated in the vicinity of students during periods such as class change, recess, after school care, fire drills, etc. Proper operation of equipment to include installed manufacturer safety devices is the awarded contractor's responsibility. Shirts and work pants must be worn at all times.

1.2 The awarded Contractor(s) shall provide as required, all necessary labor, materials, equipment and transportation to provide complete athletic field maintenance and services as required by the SBCC, and as specified in this RFP.

1.3 The awarded Contractor(s) must comply with all local, state and federal codes and School Board Rules.

1.4 The awarded Contractor(s) shall be responsible for any damage to District property, personal property or visitor property due to negligence on the part of the awarded contractor's employees or agents. The awarded Contractor(s) agree to repair, at own expense, any damage that was caused by the awarded Contractor(s), their employees or their agents.

1.5 The awarded Contractor(s) will be responsible for the removal of any blemish, tarnish or marking left on District grounds resulting from the awarded contractor's equipment. Specifically, but not limited to, concrete.

1.6 The awarded Contractor(s) shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the District,

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

within 48 hours after receipt of notification of such faulty labor or workmanship. If the awarded Contractor fails within 48 hours to correct defects, the District shall be entitled to have such work remedied and the awarded contractor shall be fully liable for all costs and expense reasonably incurred by the District.

1.7 It is anticipated that most work will be accomplished Monday through Friday, taking into consideration holidays, or other school calendar days when the school may be closed. Any work disruptive to the operation of the school may require work to be performed after school hours or on a non-school day. Work performed on any day other than Monday through Friday must be cleared with the SBCC Representative prior to the commencement of the work.

1.8 If an unforeseen situation arises at any site that will affect the services, an authorized SBCC Representative will contact the awarded Contractor(s). The services may or may not be rescheduled, whichever is in the best interest of the District.

1.9 If conditions exist which prevent the awarded Contractor(s) from completing requested services, they must contact the appropriate SBCC Representative within 24 hours to reschedule remaining work.

1.10 TYPE OF SERVICE AND DESCRIPTION:

Contractor(s) shall be expected to perform the following types of services per the information contained herein. All of these services will be provided by the selected Contractor(s) **upon request** on any other applicable SBCC sites. This list of services is given for proposal purposes only and to inform vendors of the types of services that may be needed. This list does not limit or obligate SBCC.

- **Weed Control and Management** – Contractor will apply both liquid and granular herbicides to all fields as required to control all broad leaf weeds, sedges and grassy weeds on all fields and in accordance with plan agreed upon with SBCC Representatives.
- **Insect Control and Management** – Contractor will apply both liquid and granular insecticides as required to preventatively control turf damaging insects and fire ants and in accordance with plan agreed upon with SBCC Representatives.
- **Fertilization** – Contractor will apply both liquid and granular fertilizer to all fields as required to maintain turf color and vigor and in accordance with plan agreed upon with SBCC Representatives.
- **Aeration** – Contractor will aerate using tractor mounted equipment as required and in accordance with plan agreed upon with SBCC Representatives.
- **Seed spreading and removal** – Contractor will apply seeds using a tractor mounted spreader or walk behind drop spreader for infields and tight spaces. Removal of perennial rye grasses will be in accordance with plan agreed upon with SBCC Representatives.
- **Verticutting** – Contractor will verticut using tractor mounted equipment as required and in accordance with plan agreed upon with SBCC Representatives. Verticutting includes removal and disposal of debris on campus as directed by SBCC Representatives.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

- Material Hauling (Infield Conditioner/Warning Track Material) – Contractor will haul all material in turf friendly trailers, and provide any required material.
- Top Dressing – Contractor will apply top dressing as requested by SBCC Representatives.
- Rototilling – Contractor will rototill softball/baseball infields or any other needed areas.
- Fungus/Disease Control – Contractor will apply required fungicides on all fields as required to control nematodes and any other fungi and in accordance with plan agreed upon with SBCC Representatives.
- Sod Removal and Replacement – Contractor shall remove/add necessary sod to conform to dimensions required or as directed by SBCC. Sod will be supplied by Contractor.
- Optional and additional services to athletic fields as necessary as directed by SBCC. Optional services include:
 - Infield conditioner spreading
 - Warning track grading
 - Turf reconstruction
 - Replacement of sod where needed

1.11 Lead Supervisor shall meet with SBCC Representatives prior to the commencement of any project. Description of services and details for completion, methodology and any other pertinent information will be discussed.

1.12 Crew Supervision:

It is the responsibility of the Contractor's Lead Supervisor to direct their crew and employees and convey all pertinent information that was expressed prior to work commencement. The SBCC Representative will not be responsible for explaining work to the crew.

SERVICE PERFORMANCE:

2.1 The Contractor(s) shall have full responsibility for systematically and professionally servicing the agreed to areas as requested. Service will be as agreed upon by SBCC and Contractor(s) and proceed in a contiguous manner. If the minimum acceptable performance is not achieved for any area of the project within a reasonable time frame following project completion, additional service shall be the responsibility of the Contractor(s) at no cost to SBCC. A reasonable time frame is dependent upon scope of work and weather conditions.

2.2 SBCC will rely on Contractor(s) to utilize the best, safe and efficient methods for performing services for each of its sites. SBCC is open to work with Contractor(s) to utilize the best possible methods to perform service with as little interference to the site as possible.

2.3 Please note that all methods for performing services shall be approved by SBCC prior to use. Any method deemed unnecessary, inefficient or dangerous to the site shall not be performed at any site.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

2.4 Contractor(s) may also perform these additional miscellaneous services:

- Professional assistance to determine possible solutions to issues with Athletic Fields.
- Provide pricing proposals on athletic field maintenance as requested.

2.5 The Contractor(s) shall immediately notify the SBCC Representative upon discovery of any new or problematic issues. SBCC will be the sole determiner if action is required.

2.6 **HERBICIDE/INSECTICIDE/CHEMICAL APPLICATION:**

Contractor(s) will be permitted to use herbicides/insecticides/chemicals in certain areas to assist in the performance of services under this RFP. Contractor(s) will be responsible to provide any and all herbicides, insecticides or other chemicals/materials necessary to perform services. Contractor(s) shall ensure that all restricted-use pesticides/herbicides/chemicals will be applied only by employees licensed by the Florida Department of Agriculture and Consumer Services with the appropriate Commercial Applicator License. That license will be a Category 3 Ornamental and Turf Pest Control License. Contractor(s) shall provide copies of these licenses within 24 hours of request. Failure to do so will result in the proposal being considered non-responsive. Furthermore, at no time shall any chemical be applied when any students or staff members are present in the immediate area. Any violation will be cause for immediate termination of contract from site or all sites.

Contractor(s) will be expected to comply with all herbicide/insecticide/chemical labels in its applications. ALL CHEMICALS SHALL BE USED IN ACCORDANCE WITH THEIR LABEL INSTRUCTIONS. Contractors will provide SBCC Representatives with a Material Safety Data Sheet (MSDS) for any chemical they apply, every time they apply it. The Contractor is liable for any penalty, fines, or damages resulting from the misuse of chemicals.

Contractor(s) shall list on the included sheet (Pricing Section D), any chemicals that will have a high usage in the work described herein. Chemical information shall include name, brand name, manufacturer, EPA Registration #, any model or MSDS # applicable and a brief description/purpose of usage. Please note it is not necessary to submit MSDs with RFP for those chemicals listed. Any and all MSDS will be collected from Contractor(s) after award and prior to usage.

Any and all chemicals must be approved by SBCC prior to usage.

While on the job site all chemicals must be kept secured at all times and handled in leak free containers per any and all applicable laws.

The Contractor is responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection in such cases. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product or other hazardous material. The Contractor shall have on site at all times, appropriate first-aid and spill kit(s).

The Contractor shall properly dispose of chemical containers as set forth in the label instructions and in accordance with applicable federal, state and local requirements.. SBCC dumpsters are not to be utilized at any time during the course of the contract and all empty chemical containers will be removed by Contractor from site.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

At no time will any chemical or spray be permitted to be used around or near playgrounds, playground equipment or on P.E. fields or equipment. Any violation will be cause for immediate termination at site and possible termination from all contracted sites.

Throughout the duration of the contract, it is understood that newly researched chemical products may become available. SBCC may consider these chemicals as they are made available. Contractor(s) shall meet with SBCC to discuss alternate products or new technologies that may increase efficiency, safety and/or be more environmentally safe at any time during the course of the contract. Any new product will be reviewed and either rejected or accepted at SBCC's discretion.

Contractor(s) will be responsible for supplying their personnel with any and all personal protective equipment for their operators. Failure to do so may be grounds for termination of contract.

2.7 ESTIMATES:

At the request of SBCC, Contractor(s) will provide estimates. At the time of the request, an authorized SBCC Representative will contact the awarded Contractor(s) and give a detailed description and further specifications of the project at hand. Contractor shall provide written, "not to exceed" estimates on all services as directed by the SBCC Representative. Contractor(s) should familiarize themselves with the extent of the work for each service/project to be performed and any conditions that may in any manner affect the work to be done and the equipment, materials and labor required. Estimates shall be priced per all pricing submitted under this RFP, to include the labor and itemized material list, number of calendar days required for project completion and lead time before work can commence. Contractor(s) should also include an assessment of any site or additional repairs to larger damaged areas or any other general observation of interest to the SBCC Representative.

After the initial contact by SBCC and response from Contractor(s), a meeting may take place prior to estimate being submitted. A meeting should be scheduled within three (3) to five (5) days from the original response. Written estimates shall be provided within five (5) business days of either the initial contact or any meeting. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates and to respond accordingly to SBCC. All estimates shall be clearly broken down using pricing from this RFP.

Estimates on projects may be utilized to determine if projects are cost effective and fiscally allowable by SBCC. Contractor(s) may expect to submit estimates that may be changed, altered or rejected. When an estimate has been approved, a purchase order will be issued and authorization to commence the project will be given by the SBCC Representative. **No work shall commence without a purchase order and District authorization.**

2.8 SBCC reserves the right to add supplementary specifications to any service(s) that fall under the scope of this RFP. Supplementary specifications may be for larger or special circumstances, at the time of said project. A price may be negotiated at the time if necessary for any supplementary specifications.

2.9 In the event additional work is required outside of an approved or scheduled service or project, the Contractor shall not proceed without the written approval of SBCC. This includes any emergencies that may arise. The Contractor shall be forewarned that only the SBCC Representative may order or approve work to be performed.

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

PRICING

A. Standard Services – Fixed Labor Rates:

Contractor(s) are expected to provide a rate for each of the specific services listed below, that shall include all supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools or hand tools normally associated with the trade or industry standard and be exclusive of taxes as well as any other items necessary for the proper execution and completion of any services rendered under this RFP. **No additional charges or hidden costs shall be allotted during the course of the contract.** Contractor(s) shall provide pricing for all items listed below, failure to do so shall be cause for proposal to be deemed non-responsive.

	<u>Service</u>		<u>Cost Per Application</u>	<u>Per</u>
1.	Herbicide Application	Liquid	\$ 45 ⁰⁰	Acre
		Granular	\$ 45 ⁰⁰	Acre
2.	Insecticide Application	Liquid	\$ 45 ⁰⁰	Acre
		Granular	\$ 45 ⁰⁰	Acre
3.	Fertilizer Application	Liquid	\$ 45 ⁰⁰	Acre
		Granular	\$ 45 ⁰⁰	Acre
4.	Fungus / Disease control	Liquid	\$ 45 ⁰⁰	Acre
		Granular	\$ 45 ⁰⁰	Acre
5.	Aeration – Football Stadium		\$ 500	Field
6.	Aeration – Baseball		\$ 500	Field
7.	Aeration – Softball		\$ 500	Field
8.	Verticutting – Football Stadium		\$ 1250	Field
	Verticutting – Baseball		\$ 1250	Field
	Verticutting – Softball		\$ 1000	Field
	Rototill – Football Stadium		\$	Field
	Rototill – Baseball <i>+ laser grade</i>		\$ 1250	Field
	Rototill – Softball <i>+ laser grade</i>		\$ 1250	Field
	Top Dressing – Football Stadium		\$ 500 Per Load	Field
	Top Dressing – Baseball		\$ 500 Per Load	Field
	Top Dressing – Softball		\$ 500 Per Load	Field
9.	Sod removal / replacement		\$ 1.50	Square Foot

B. Additional Services – Fixed Labor Rates:

Contractor shall supply hourly labor rates below for any and all **additional services** that are similar in scope and intent of this RFP or for work at the request of SBCC. Rates shall be provided for a Lead Supervisor and technician. All labor rates shall include the use of truck, tools and all other items necessary for satisfactory service. Rates shall be provided for standard business hours (M-F, 7am to 5pm) and non-standard business hours (anytime/day outside of standard business hours). All hourly rates and times shall start on the "job site". Any travel time expenses shall be borne by the Contractor and will not be reimbursed by SBCC.

<u>Trade</u>	<u>Standard Hourly Rate</u>	<u>Non Standard Hourly Rate</u>
Lead Supervisor	\$	\$
Technician	\$	\$
Other:	\$	\$
Other:	\$	\$

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

C. Optional Services - Fixed Labor Rates:

Contractor(s) may provide a rate for each of the optional specific services listed herein, that shall include all supervision, labor costs, equipment, machinery, insurances, overhead, vehicle use charges, profit, travel time, mileage; and all tools, or hand tools normally associated with the trade or industry standard and be exclusive of taxes as well as any other items necessary for the proper execution and completion of any services rendered under this RFP. **No additional charges or hidden costs shall be allotted during the course of the contract.**

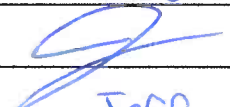
<u>Service</u>	<u>Cost</u>	<u>Per</u>
Warning track grading	\$ 25 ⁰⁰	Square Foot
Infield Conditioner spreading	\$ 23 ⁰⁰	Square Foot
Rye seed spreading	\$ 250	Acre
Rye Grass removal	\$ 75 ⁰⁰	Acre

D. Chemicals/Materials/Sand/Seed/Infield Conditioner:

Any and all chemicals, materials, sand, seeds or conditioners directly related to the services described herein shall be noted below unless otherwise noted in this RFP. Please list any below that may have high usage under this RFP, along with the markup percentage. Chemical pricing is per pound for granular and per gallon for liquid. Sand, seed and infield conditioner pricing is per 50lb bag.

<u>Name</u>	<u>Brand</u>	<u>Manufacturer</u>	<u>EPA#</u>	<u>MSDS#</u>	<u>Usage</u>	<u>Price</u>
24-3-16	Sru-800	Bullock			1# 1000	20 % above cost
						% above cost
						% above cost
	we can get sand, seed, infield conditioner					% above cost
	and any other products needed. We will					% above cost
	put a 20% mark up on those products					% above cost
	but all of these are a market price					% above cost
	and also different quality. The prices will					% above cost
	be determined by the product the customer					% above cost
	wants.					% above cost
						% above cost
						% above cost
						% above cost

Company Name: ST Johns Turf Care

Authorized Signature: 

Print Name: Jeff Piche

Date: 9/15/20

**SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS
PROPOSAL FORMAT**

Timetable - Please make sure you can accommodate the following timetable.

August 11, 2020 at 10 AM	RFP Released
September 1, 2020 by 2 PM	RFP Questions by Email Due
September 8, 2020	Addendum Regarding Questions Posted (if Applicable)
September 22, 2020 by 2 PM	Proposals Due
October 13-16, 2020	Finalist Interviews (if Applicable)
November 3, 2020	Award Notification Posted On or About
December 3, 2020	Board Approval

Proposers should provide their best offer with the initial proposal since the District reserves the right to award a contract based on initial Proposal without any further negotiations.

Contractors are given wide latitude in the degree of detail they offer in their Proposal, including the extent to which they describe their corporate capability and how their firm engages in services that meet the objectives of the District. There is no limit on the number of pages; however, Proposers should prepare their Proposal simply and economically, providing a straightforward and concise description of their ability to satisfy the requirements of the RFP. Proposals that are of excessive length, contain a preponderance of boilerplate text, or are redundant are discouraged. Emphasis in each Proposal should be on completeness, clarity of content and address all required components in the order given in this RFP. Failure of a Contractor to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation process. The aim of the required format is to simplify the proposal preparation and evaluation process and to ensure that all proposals receive the same orderly review. All proposals should include the following components:

Cover Letter - Provide a one-or two-page cover letter. Include one original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. The cover letter should provide the following:

- A brief statement of the Contractor's understanding of the services to be provided.
- The name(s), title(s), phone number(s), fax number(s), e-mail address(es), and street address(es) of the person(s) in the organization who will be the client services' manager who will be responsible for coordinating all services.
- Highlights of the Contractor's qualifications and ability to perform the requested services.
- Specify the level of capability, financial stability, material equipment, facilities, personnel, resources, experience knowledge and expertise, or demonstrate ability to obtain any of these, necessary to meet contractual requirements.
- Indicate whether the Contractor has a satisfactory record of performance on similar projects.
- The Contractor shall supply information that is fully responsive to the RFP, including, but not limited to, provision of any required license, permits, insurance, price sheets and organizational papers.
- Specify the level of work experience especially as it relates to proposed Scope of Services noted in RFP.
- Indicate whether Contractor has ever had a contract/agreement/business relationship terminated/cancelled/suspended. If so, what were the reasons, and what was the ultimate outcome?

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

- Indicate whether Contractor has ever filed a Bid/RFP/RFQ protest. If so, what were the reasons, and what was the ultimate outcome?
- Indicate whether Contractor has ever filed an administrative or judicial action with any State agency or Stat court. If so, what were the grounds/reasons, and what was the ultimate outcome?

Section 1: Familiarity and Experience within the Scope of Services – This section should address how the Contractor can provide the requested services as outlined in this RFP. If the Contractor is not able to provide a requested service, please respond accordingly. Contractor should also showcase an example of services your company has successfully provided, preferably with a School District/Governmental Entity that is similar in size to the SBCC.

Section 2: Company Qualifications – Contractor should provide the following information, at a minimum, about your company:

- Introduction to the company, providing (a) background information; (b) # of technicians; (c) summary of applicable equipment and material.
- Summary resumes of key personnel who will be assigned to the SBCC.

Section 3: Pricing – Using the Pricing Tables (pgs 15--17), provide the pricing and fees associated with Contractor's services.

- Please describe any other available discounts or guarantees.

Section 4: References – Include: Client name, location, length of relationship, contact person, and phone number.

- Please provide a list of 3 current references of clients of similar size to that of the District (preferably in the greater North Central Florida area).
- Please provide a list of 3 former clients who have discontinued your services within the last two years, including contact name and phone number.

Section 5: Completed original RFP required documents to include all Attachments/Exhibits

EVALUATION OF PROPOSALS - Proposals will be evaluated in accordance with the following Evaluation Criteria: Familiarity and Experience within the Scope of Services, Staff Qualifications, Pricing, References, and RFP Documentation. Proposals will be reviewed by an Audit Committee.

Final team rankings will be summarized, Award Notification Posted, Written Contract negotiated, and finalized with Board approval.

The SBCC may elect to conduct oral interviews or presentations from one or more of the proposal respondents. If the SBCC elects to conduct oral presentations or interviews, such presentations or interviews will be conducted in accordance with Florida Sunshine Laws.

Selected firms will be notified if presentations/interviews are required. The SBCC desires to avoid the expense to all parties of unnecessary presentations. The evaluation team will make every reasonable effort to make recommendations based upon the written submittals alone. If a single number one ranked firm cannot be clearly determined, then the evaluation team shall request the Purchasing Supervisor to set-up the top ranked firms for presentations/interviews.

The SBCC intends to select a Contractor that demonstrates, in the District's opinion, the highest degree of compliance with the criteria specified herein..

SCOPE OF SERVICES, PROPOSAL FORMAT, EVALUATION OF PROPOSALS

Definitions of Evaluation Criteria for Ranking of Proposals for RFP 20-MA-319

- A. Familiarity and Experience within the Scope of Services (0-40 points).
 - Should address scope of services requested and any additional services the Contractor will provide.
- B. Staff Qualifications (0-15 points).
 - The proposal will be evaluated on the consultant's demonstrated staff qualifications.
- C. Pricing (0-20 points).
- D. References (0-15).
 - Provide a minimum of 3 current and 3 prior references (maximum of 5 allowed).
- E. RFP Documents (0-10).
 - Completed original RFP required documents to include all Attachments/Exhibits.

EVALUATION RANKING SHEET FOR RFP #20-MA-319
ATHLETIC FIELD MAINTENANCE SERVICES – COUNTY WIDE

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
 CRITERIA FOR RANKING

DATE: _____
 RFP 20-MA-319

VENDOR	A. FAMILIARITY AND EXPERIENCE WITHIN SCOPE OF SERVICES 0 TO 40	B. FIRM/STAFF QUALIFICATIONS 0 TO 15	C. PRICING 0 TO 20	D. REFERENCES 0 TO 15	E. RFP DOCUMENTS 0 TO 10	TOTALS

SIGNATURE OF RATER: _____

PRINT NAME: _____

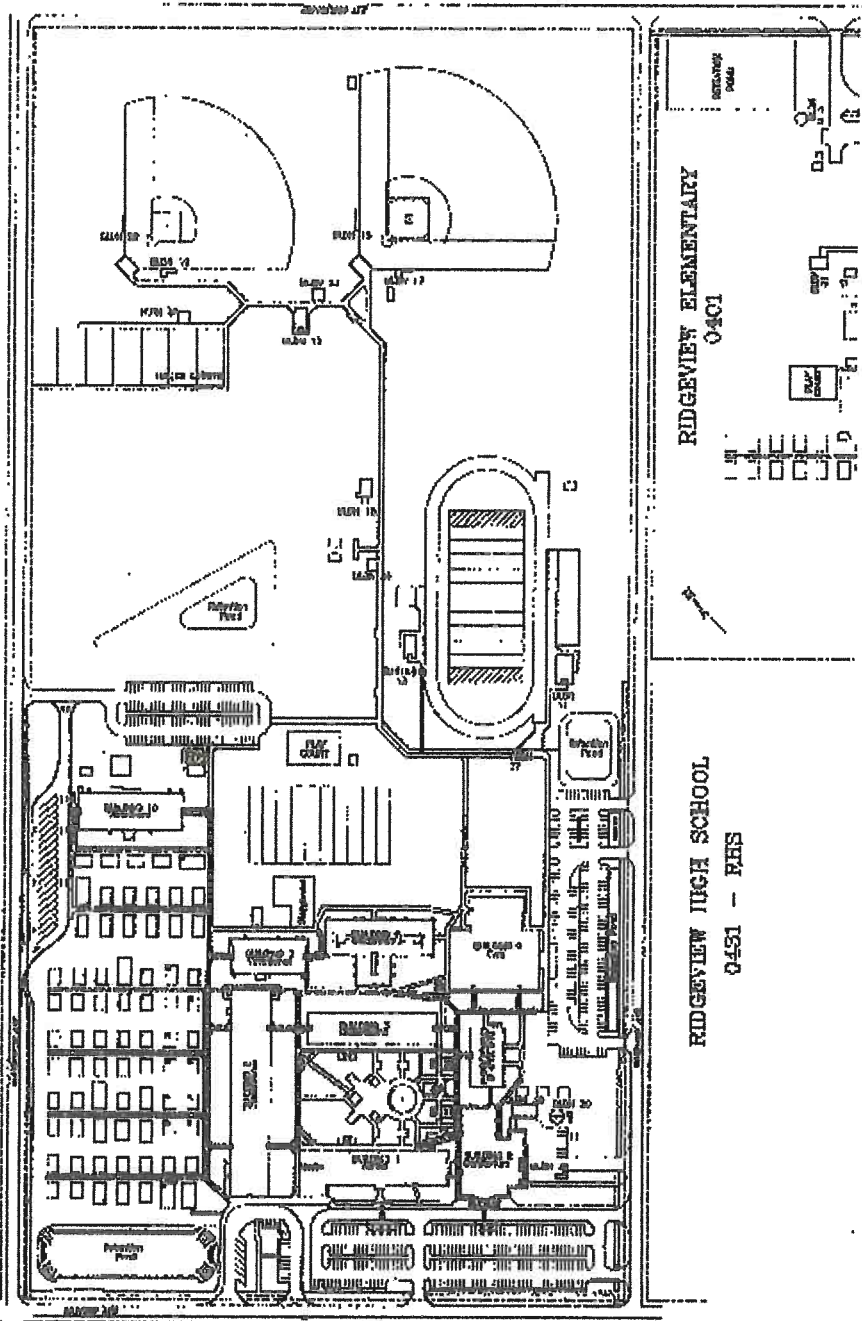
DATE: _____

**Appendix A – (2 pages)
School/Facility Addresses**

<u>Junior High</u>	<u>Address</u>
Green Cove Springs Junior	1220 Bonaventure Avenue, Green Cove Springs, FL 32043
Lake Asbury Junior	2851 Sandridge Road, Green Cove Springs, FL 32043
Lakeside Junior	2750 Moody Avenue, Orange Park, FL 32073
Oakleaf Junior	4085 Plantation Oaks Blvd., Orange Park, FL 32065
Orange Park Junior	1500 Gano Avenue, Orange Park , FL 32073
Wilkinson Junior	5025 County Road 218, Middleburg, FL 32068
<u>High Schools</u>	<u>Address</u>
Clay High	2025 State Road 16 West, Green Cove Springs, FL 32043
Fleming Island High	2233 Village Square Parkway, Fleming Island, FL 32003
Keystone Heights High	900 Orchid Avenue, Keystone Heights, FL 32656
Middleburg High	3750 County Road 220, Middleburg, FL 32068
Oakleaf High	4035 Plantation Oaks Blvd., Orange Park, FL 32065
Orange Park High	2300 Kingsley Avenue, Orange Park, FL 32073
Ridgeview High	466 Madison Avenue, Orange Park, FL 32065

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Appendix B - (13 maps)
School Maps



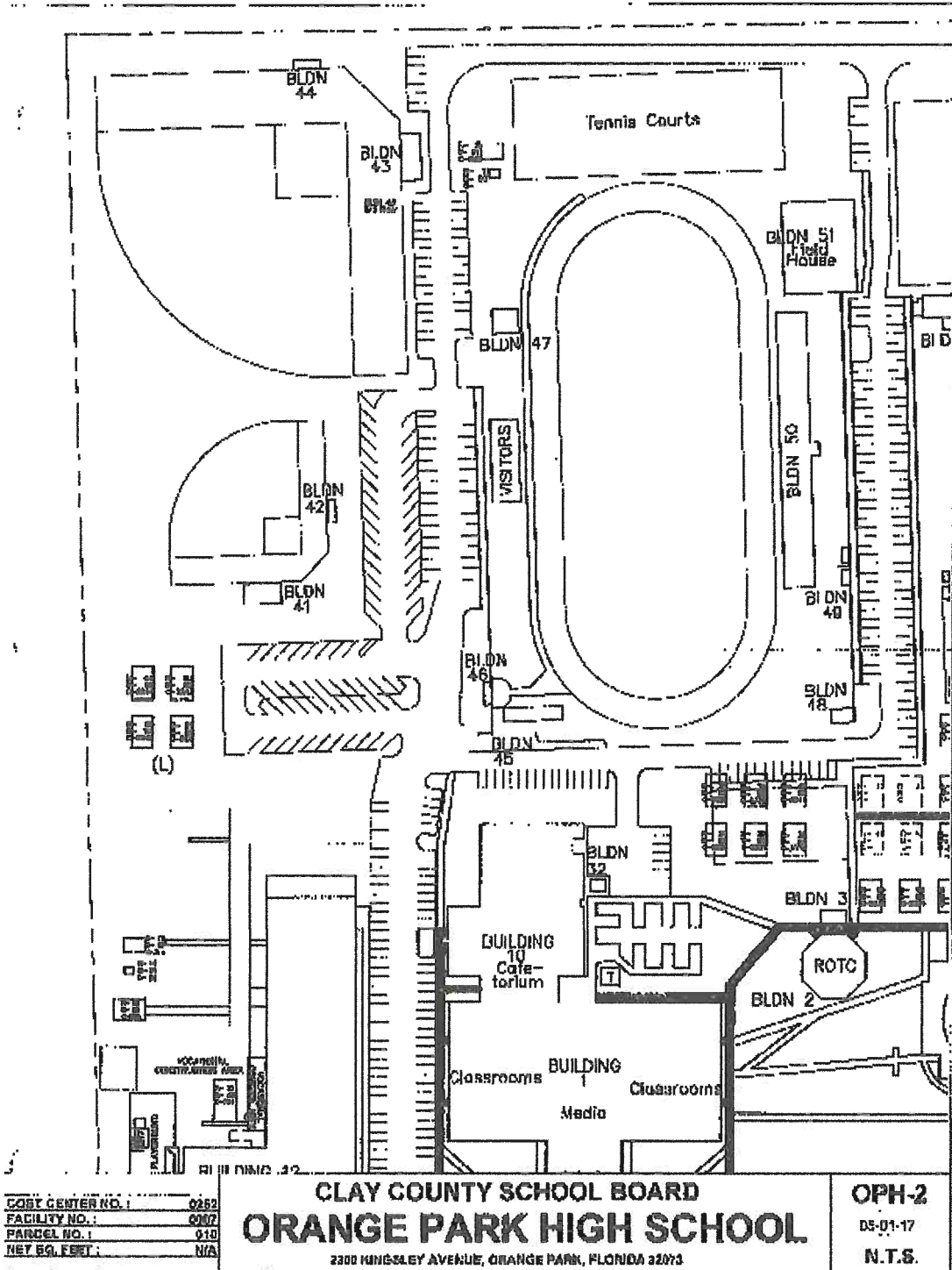
COST CENTER NO. :	0434
FACILITY NO. :	0022
PARCEL NO. :	026
ACREAGE :	...7& AC.

CLAY COUNTY SCHOOL BOARD
RIDGEVIEW HIGH SCHOOL

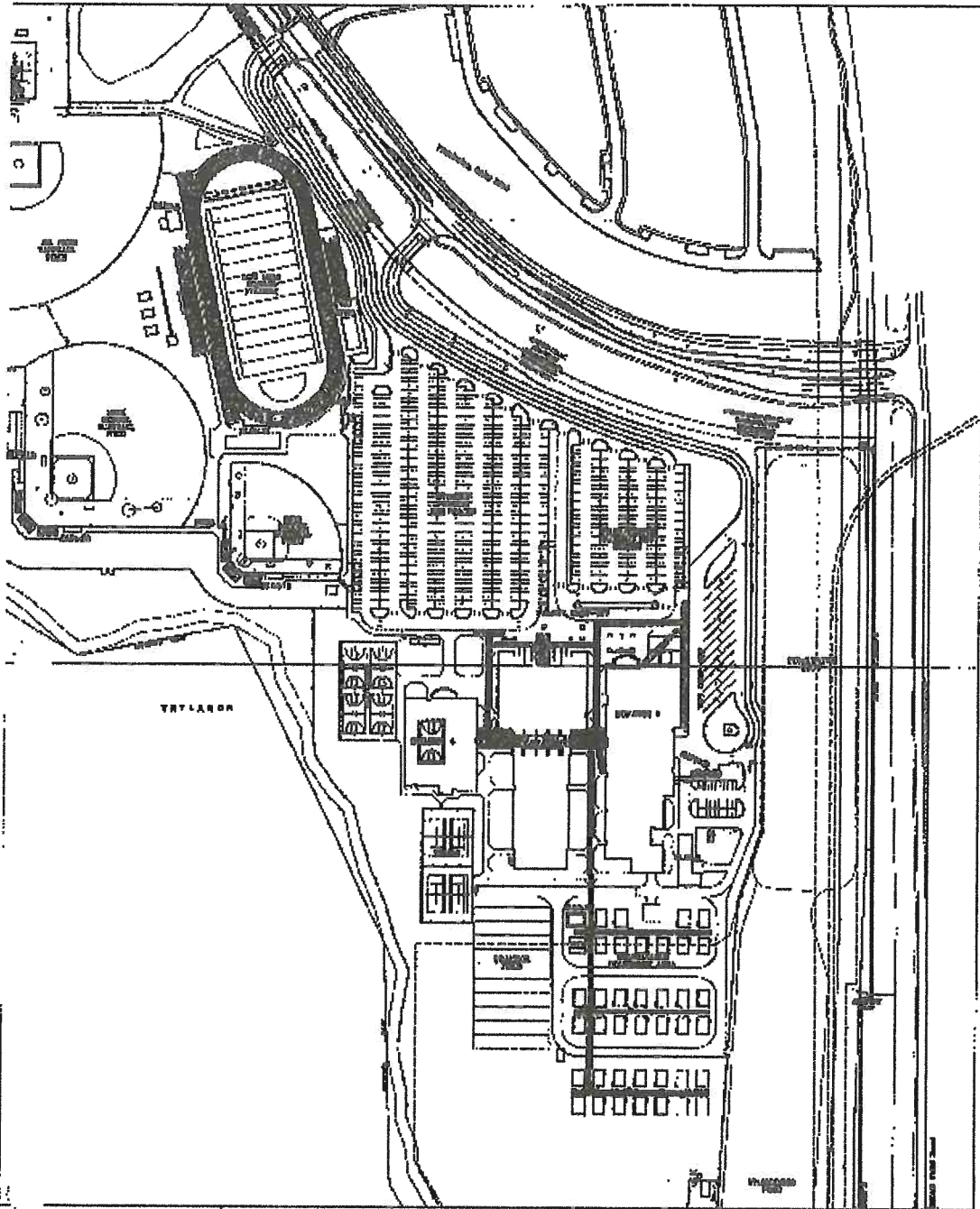
466 MADISON AVENUE, ORANGE PARK, FLORIDA 32065

RHS-2
 02-23-17
 N.T.S.

Appendix B - (13 maps)
School Maps



Appendix B - (13 maps)
School Maps



COST CENTER NO.: 0861
 FACILITY NO.: 0052
 PARCEL NO.: 003
 ACREAGE: 82 AC.

CLAY COUNTY SCHOOL BOARD
OAKLEAF HIGH SCHOOL

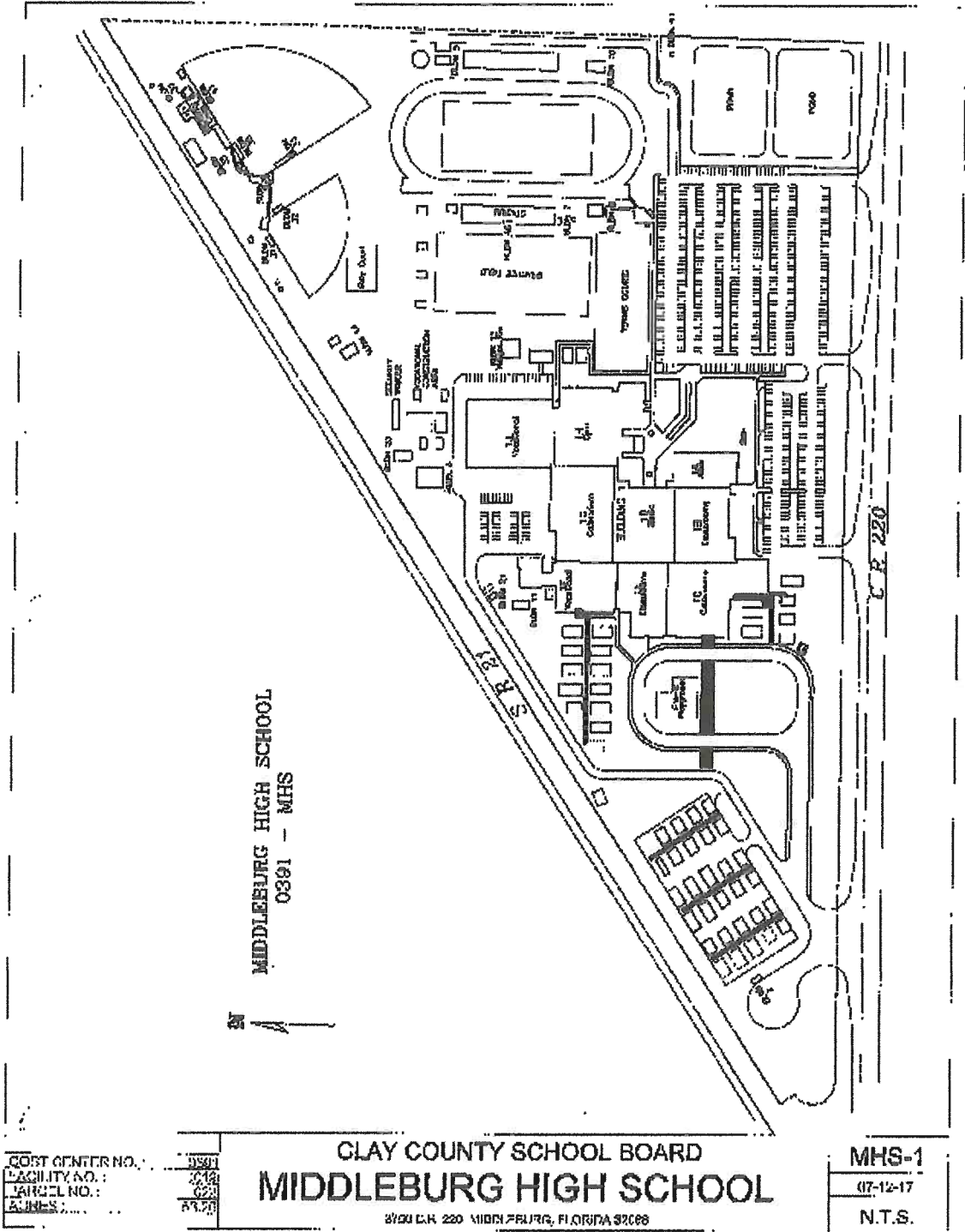
4035 PLANTATION OAKS BLVD., ORANGE PARK, FLORIDA 32066

OHS - 2

01-10-17

N.T.S.

Appendix B - (13 maps)
School Maps



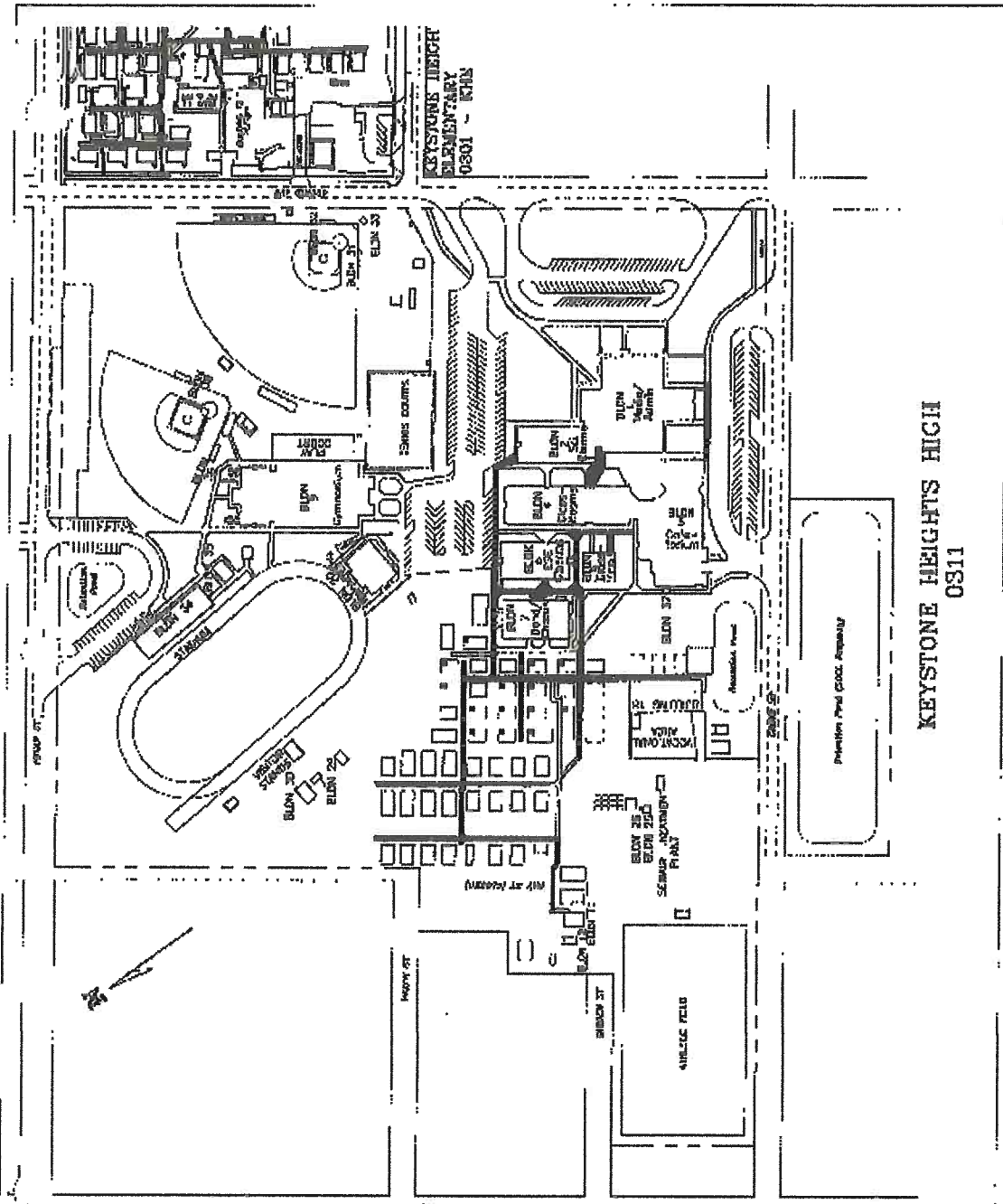
MIDDLEBURG HIGH SCHOOL
0391 - MHS

COST CENTER NO.:	0391
FACILITY NO.:	0018
PARCEL NO.:	023
ACRES:	89.70

CLAY COUNTY SCHOOL BOARD
MIDDLEBURG HIGH SCHOOL
 8700 C.R. 220 MIDDLEBURG, FLORIDA 32068

MHS-1
07-12-17
N.T.S.

Appendix B - (13 maps)
School Maps



KEYSTONE HEIGHTS HIGH
0811

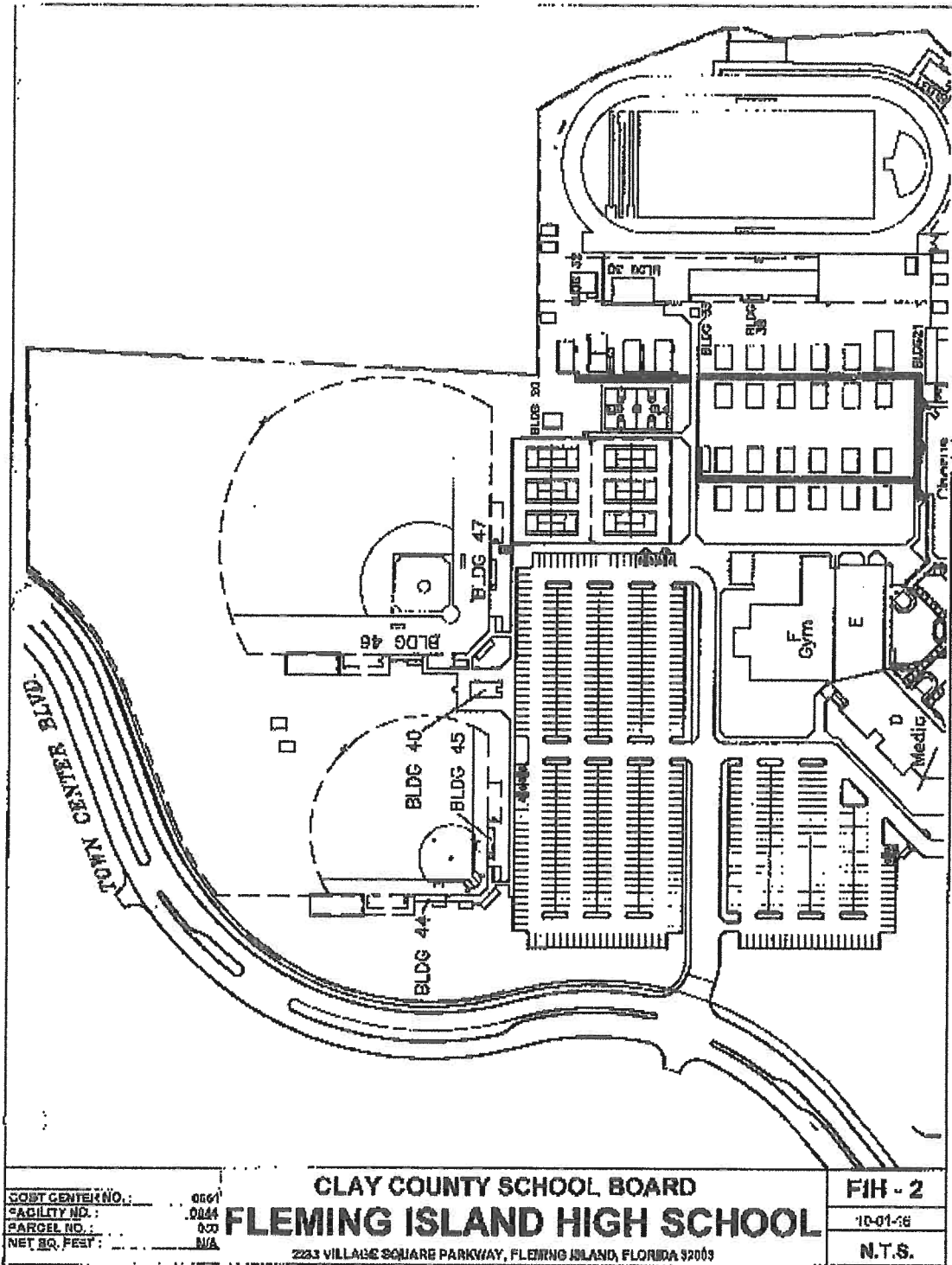
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 FACILITY NO.: 0811
 PARCEL NO.: 014
 ACRES: 55.87

CLAY COUNTY SCHOOL BOARD
KEYSTONE HEIGHTS HIGH SCHOOL

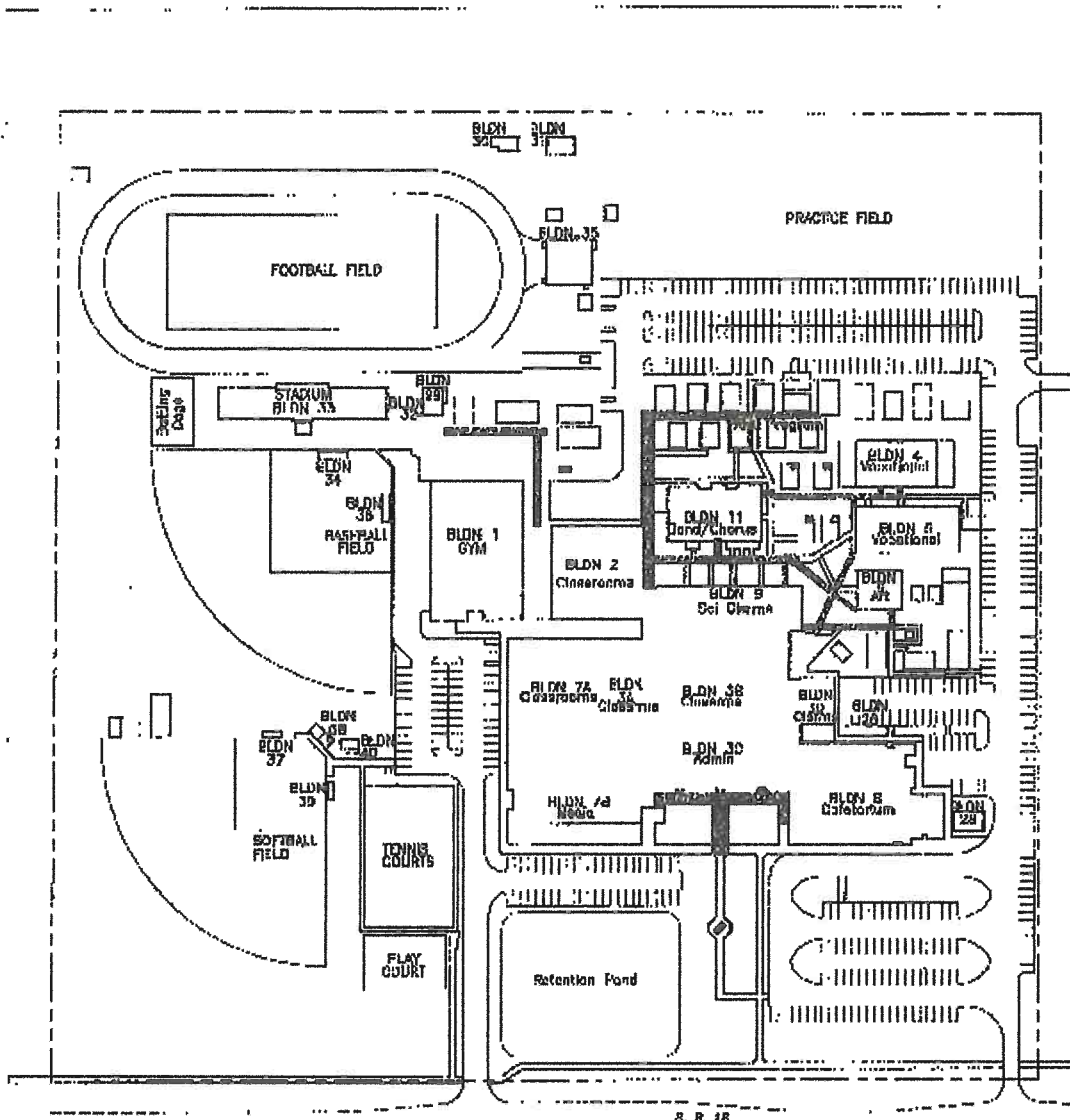
196 WEST 10 AVENUE, KEYSTONE HEIGHTS, FLORIDA 32858

KHHS-1
 08-20-17
 N.T.S.

Appendix B - (13 maps)
School Maps



Appendix B - (13 maps)
School Maps



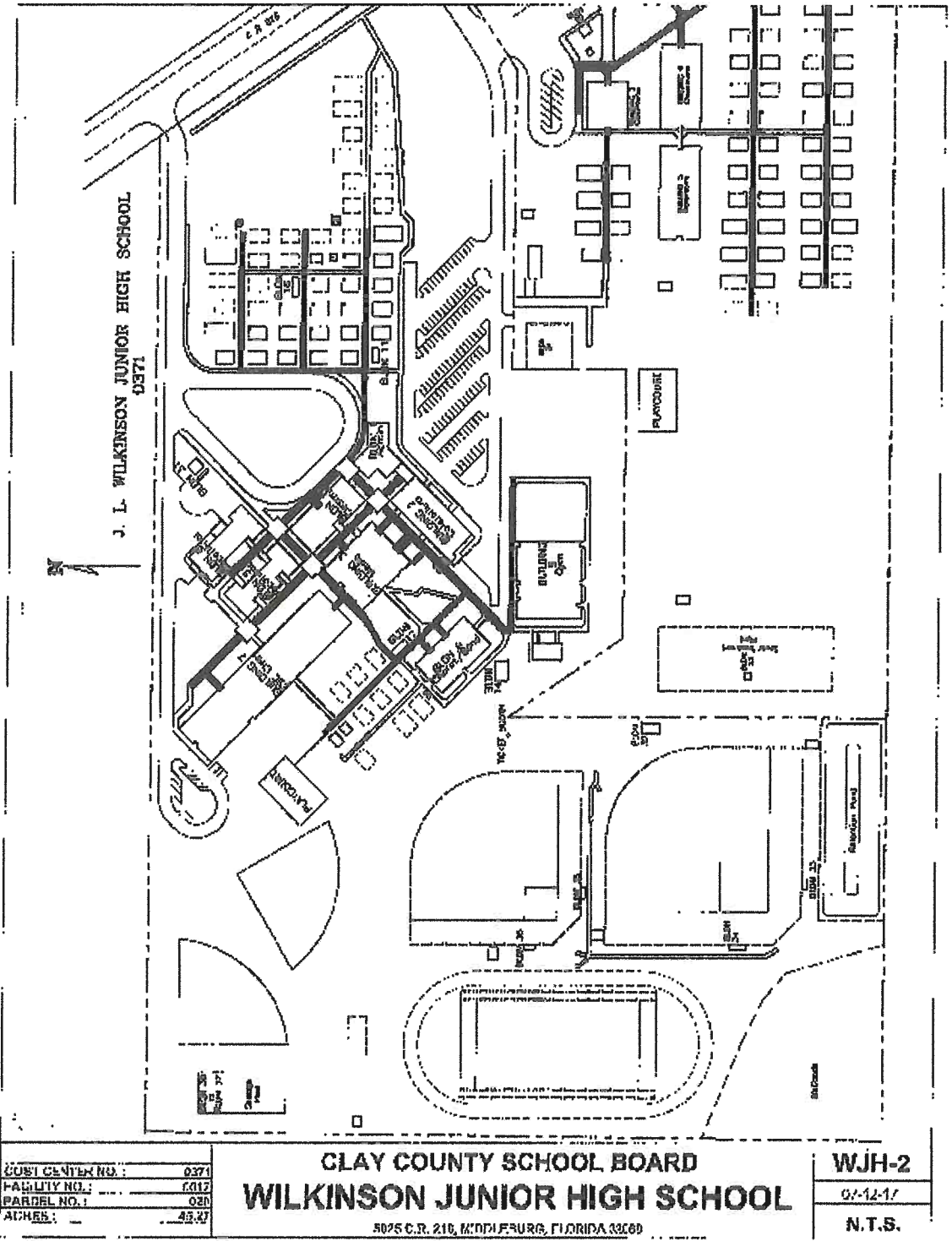
CLAY HIGH SCHOOL,
0341

COST CENTER NO.:	0341
FACILITY NO.:	001
PARCEL NO.:	002
ADK NO.:	003

CLAY COUNTY SCHOOL BOARD
CLAY HIGH SCHOOL
260 S.R. 18 WEST, OFFICE CAMP SPRINGS, FLORIDA 32043

CHS-1
02 23 17
N.T.S.

Appendix B - (13 maps)
School Maps

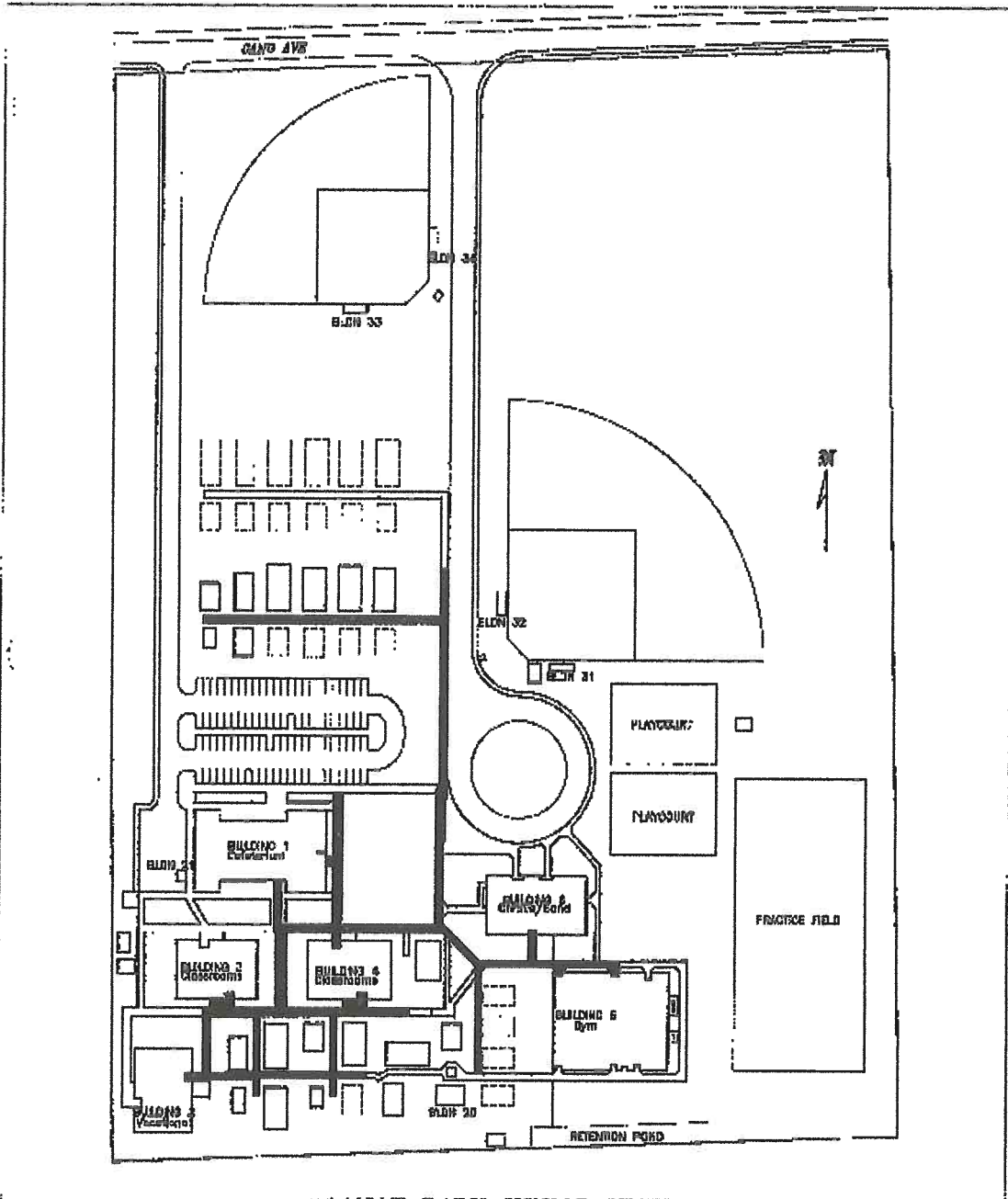


COST CENTER NO.:	0371
FACILITY NO.:	6012
PARCEL NO.:	020
ACRES:	49.27

CLAY COUNTY SCHOOL BOARD
WILKINSON JUNIOR HIGH SCHOOL
 5025 C.R. 216, MONTICELLO, FLORIDA 32060

WJH-2
07-12-17
N.T.S.

Appendix B - (13 maps)
School Maps



ORANGE PARK JUNIOR HIGH
0361 - OPJH

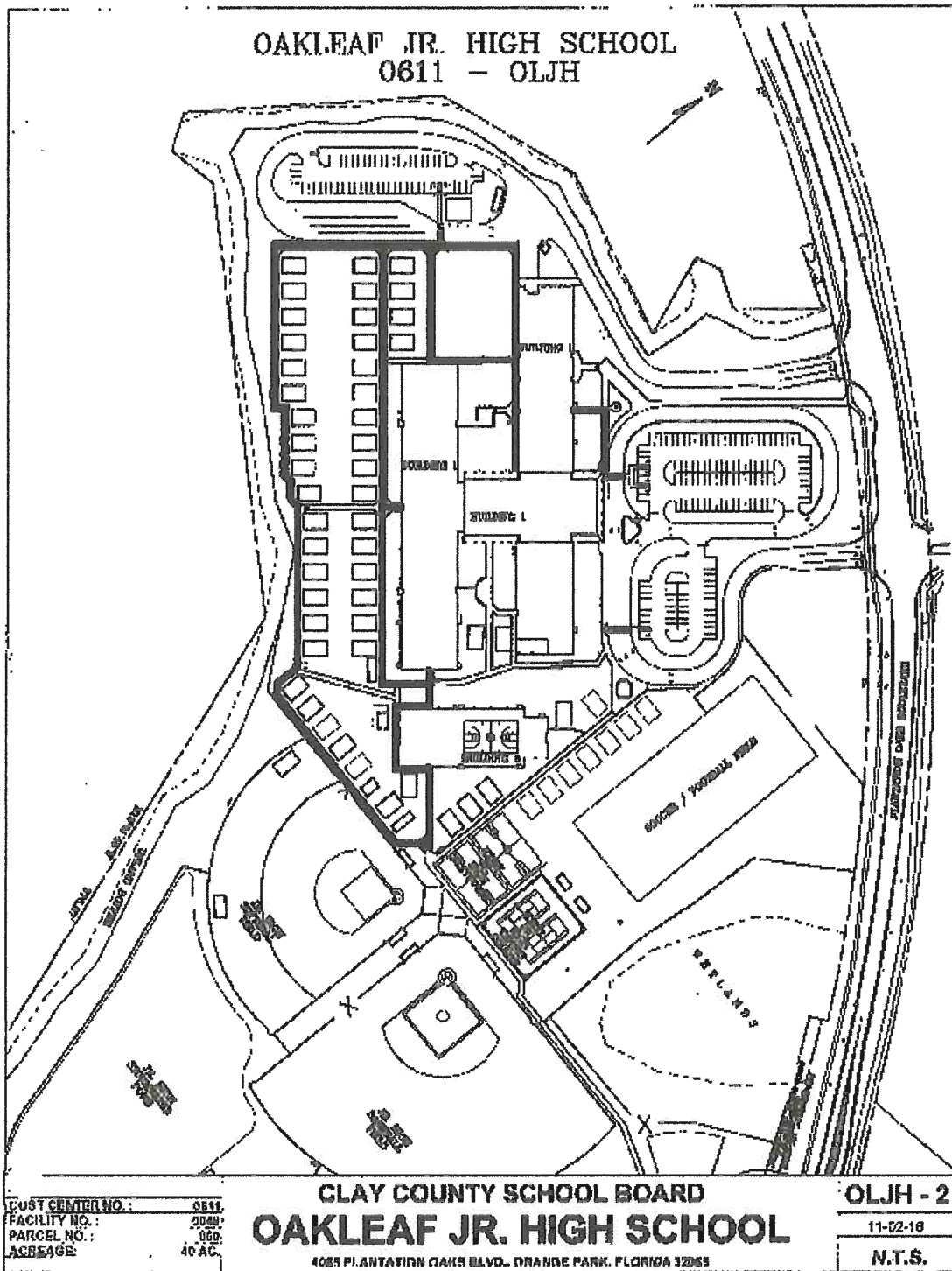
CLAY COUNTY SCHOOL BOARD
ORANGE PARK JUNIOR HIGH

1601 RANG AVENUE, ORANGE PARK, FLORIDA 32073

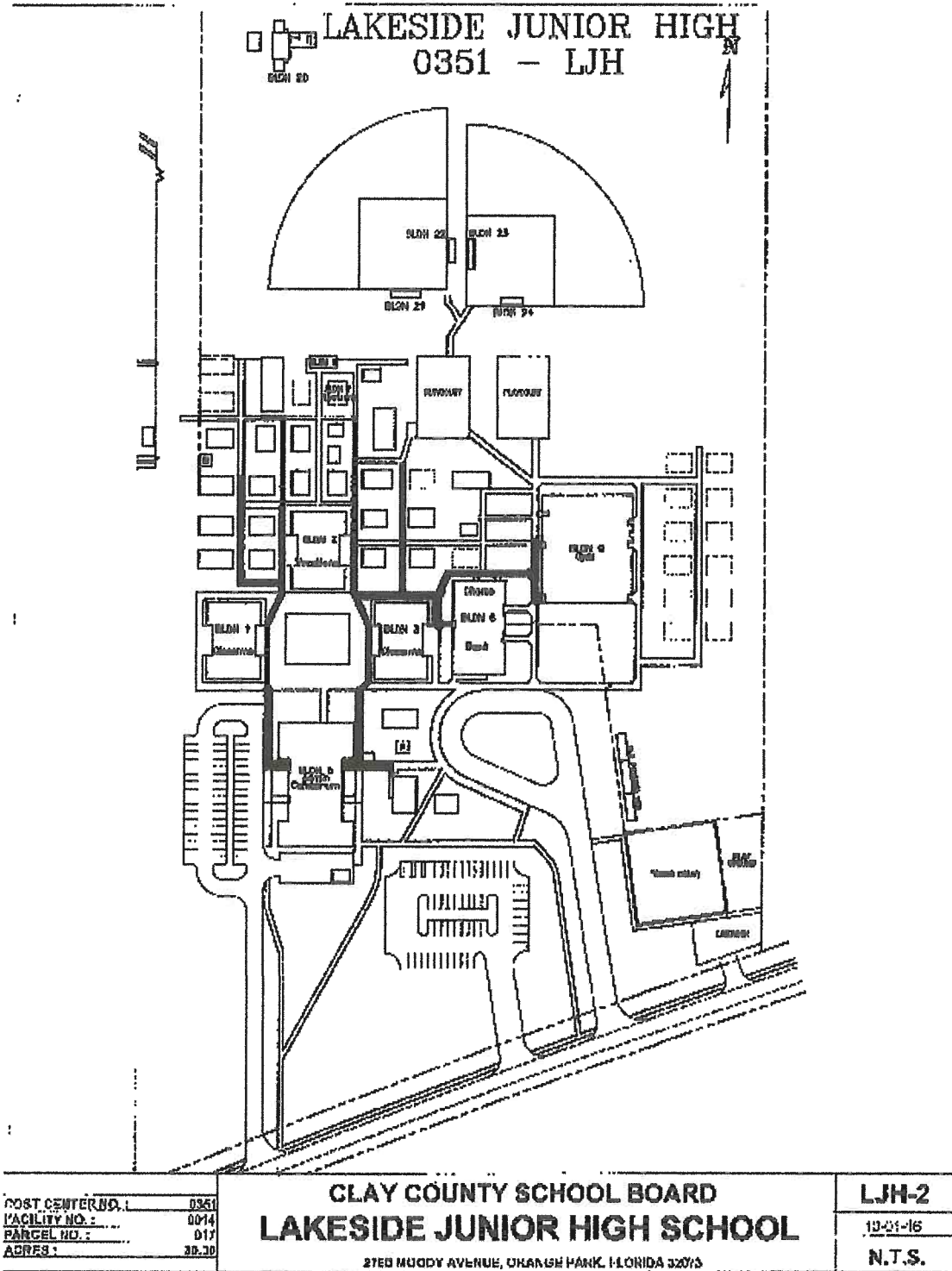
COST CENTER NO. :	0361
FACILITY NO. :	0016
PARCEL NO. :	028
ACRES :	30.0

OPJH-1
10-01-10
N.T.S.

Appendix B - (13 maps)
School Maps

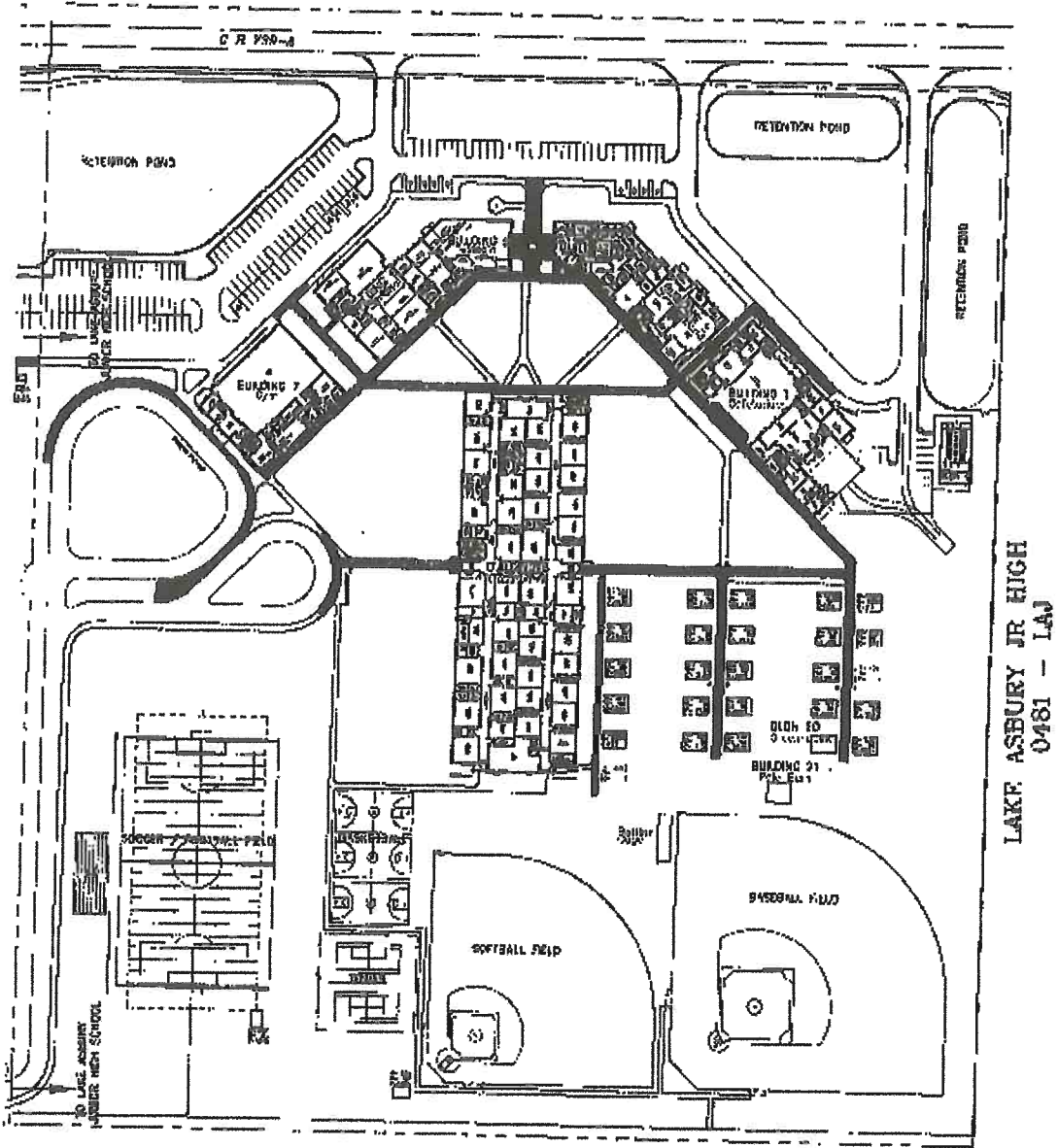


Appendix B - (13 maps)
School Maps



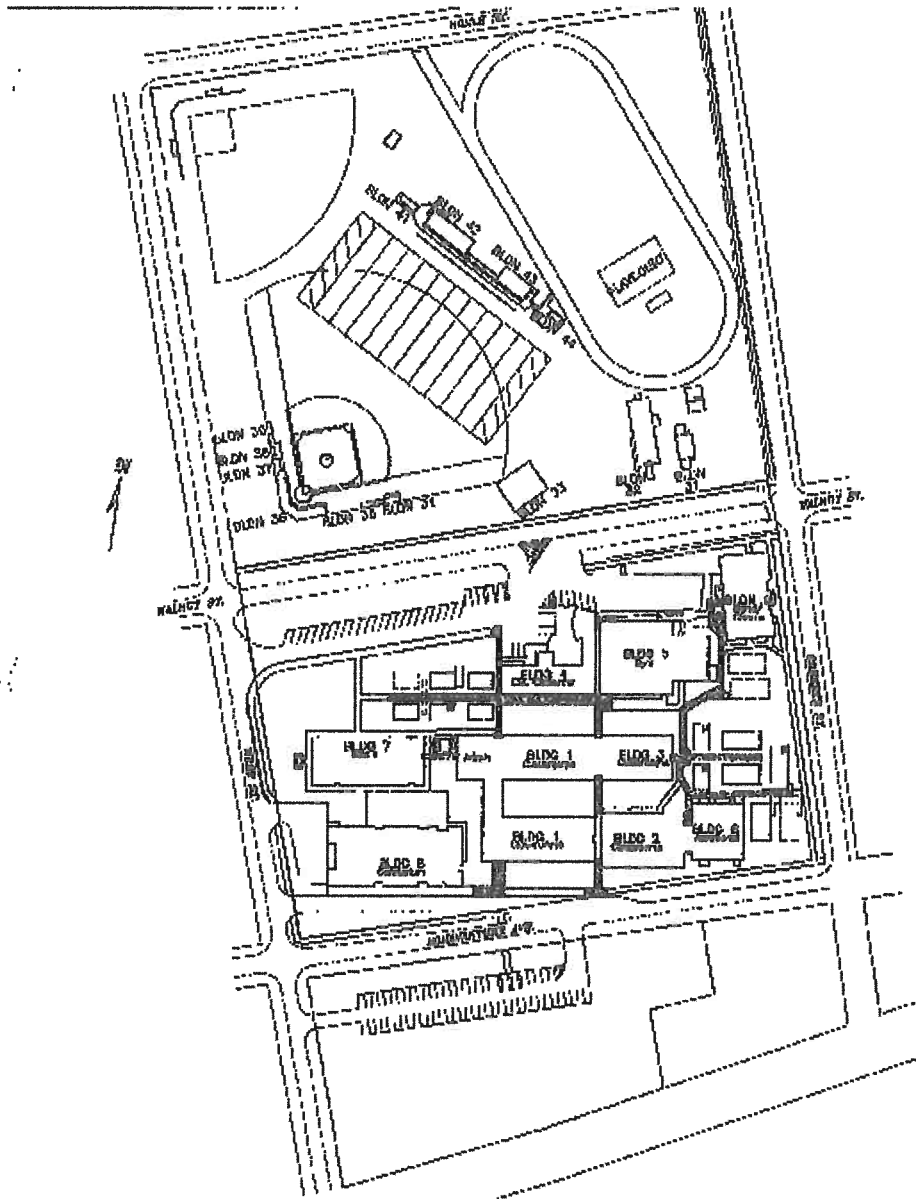
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Appendix B - (13 maps)
School Maps



LAKE ASBURY JR HIGH
0481 - LAJ

Appendix B - (13 maps)
School Maps



GREEN COVE SPRINGS JUNIOR HIGH
0021 - GCSJH

CLAY COUNTY SCHOOL BOARD
GREEN COVE SPRINGS JUNIOR HIGH

GCSJH-1
02-22-17
N.T.S.

COST CENTER NO.:	0021
FY/FY1 YRO.:	0001
PARCEL NO.:	0021000
ACREAGE:	37 AC.

1725 BORN AVENUE, GREEN COVE SPRINGS, FLORIDA 32041

ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND
CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

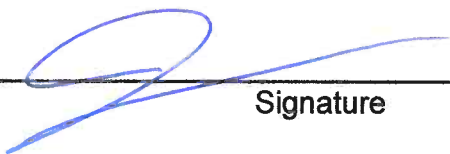
Contractor must disclose in its RFP, the names of any employees who are employed by Contractor who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Employee	SBCC Title or Position of Employee	SBCC Department/ School of Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Contractor who are also an employee of SBCC.

I hereby affirm that all known persons who are employed by Contractor who are also an employee of SBCC have been identified above.



Signature

St Johns Turf Care

Company Name

ATTACHMENT 2
CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:


- A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.
- B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.
- C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.
- D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.
- E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.
- F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.
- G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

THE CONTRACTOR AGREES THAT COMPLIANCE WITH THIS ASSURANCE CONSTITUTES A CONDITION OF RECEIVING PAYMENTS UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE CONTRACTOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

CONTRACTOR NAME: ST Johns Turf Care

AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE:

Jeff S. Pilcher
(Printed Name)


(Signature)

Co-owner
(Title)

9/15/20
(Date)

ATTACHMENT 3
CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, and U. S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.



AUTHORIZED SIGNATURE OF CONTRACTOR

9/15/20

DATE

ATTACHMENT 4

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
(d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Contractor: ST Johns Twp Assoc

JERR PILAK
Printed Name

[Signature]
Signature:

Co-Owner
Title of Authorized Representative

Date: 9/15/20

ATTACHMENT 5
DRUG-FREE WORKPLACE CERTIFICATION


Preference shall be given to Contractors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes, as currently enacted or as amended from time to time.

IDENTICAL TIE RFP – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more RFPs, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie RFPs shall be followed if none of the tied Contractors have a drug-free workplace program, a business shall:

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 what shall be taken against employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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.
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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

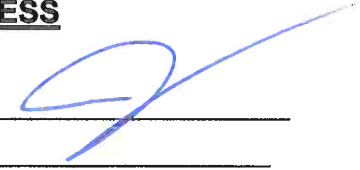
COMPANY NAME: ST Johns Tard Care

CONTRACTOR'S SIGNATURE: 

ATTACHMENT 6

STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(To be completed by each Contractor)

Name of Contractor: ST Johns Turf Care 

Identify the state in which the Contractor has their principal place of business: FL

Identify the political subdivision (outside of Florida) in which Contractor has its principal place of business:

OPINION OF OUT-OF-STATE CONTRACTOR'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for any Out-of-State Contractor)

NOTICE: Section 287.084.(2), Fla. Stat., provides that "A Contractor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of any attorney at law licensed to practice law in that foreign state, as to the preferences, if any or non, granted by the law of the state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contract." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

The Contractor's principal place of business is in the State of FL and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

The Contractor's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any public contracts to business entities whose principal places of business are in that state. [Please describe applicable preference(s) and identify applicable state law(s)]

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

The Contractor's principal place of business is in the political subdivision of FL and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision.

The Contractor's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in the political subdivision. [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:

Signature of out-of-state Contractor's attorney: _____

Printed name of out-of-state Contractor's attorney: _____

Address of out-of-state Contractor's attorney: _____

Telephone Number of out-of-state Contractor's attorney: () _____ - _____

E-mail address of out-of-state Contractor's attorney: _____

Attorney's states of bar admission: _____

ATTACHMENT 7
NON-COLLUSION AFFIDAVIT

State of FLORIDA)
County of CLAY)

My name is (INSERT NAME JEFF PILEKAR). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other Contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (INSERT NAME OF COMPANY St Johns Tart Care) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

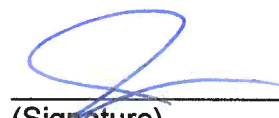
I attest that (INSERT NAME OF COMPANY ST Johns Tart Care) understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein shall be treated as fraudulent or otherwise intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: JEFF PILEKAR

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

JEFF PILEKAR

(Printed Name)



(Signature)

Co-Owner

(Title)

2/15/20

(Date)

ATTACHMENT 8
APPLICANT STATEMENT – BACKGROUND INFORMATION

1. Legal Name and Address: *ST Johns Turf Care*
 Address of Proposed Office in Charge, if different: *1040 Hastings Federal Point Rd, East Palatka*
 Contact Person and Position: *Jeff Pilecher - Co-owner*
 Telephone: *352-258-3314*

2. Circle One: Corporation, Partnership, Individual, Joint Venture or Other

3. If Corporation, *6/2015*
 Date of Incorporation:
 State of Incorporation: *FL*
 If out-of-state Corporation currently authorized to do business in Florida, give date of such authorization:
 Names and Titles of Principal Officers: *Jeff Pilecher, Corey Kimball*

4. Name and Address and amount of ownership of all stockholders owning more than 10 percent of the company:

5. If Partnership: Date of Organization:
 Nature of Partnership (General, Limited, or Association):
 Name and Address of Partners: *Jeff Pilecher / Corey Kimball*

6. If Individual: Name and Address of Owner:

7. Under what other or former names has your organization operated? *None*

8. Length of time in business. *5 yrs*

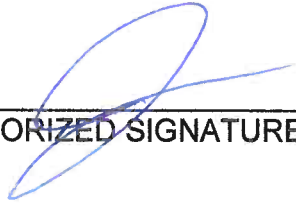
9. Describe any litigation or regulatory action filed against your firm in the last three (3) years, and the resolution thereof. *None*

10. State whether the firm has offices and representatives in the State of Florida and/or in Clay County or surrounding Counties. *Patron, Duval*

Proposal Certification

I hereby certify that I am submitting the enclosed information as my company's cost proposal by virtue of executing and returning this FEE SCHEDULE. I further certify full, complete and unconditional acceptance of the contents of the Request for Proposal, and all appendices and the contents of any Addenda released thereto.

If selected, I agree to execute any required truth-in-negotiations certificate stating that the rates of compensation and other factual unit costs supporting the compensation are accurate, complete and current at the time of contract.



AUTHORIZED SIGNATURE OF CONTRACTOR

9/15/20
DATE

St Johns Turfcare
license # 1

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

License # CM25380

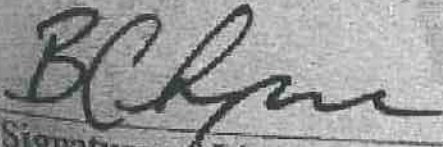
CHAPMAN, BLAKE ANDREW
337 DUBS DR
DAYTONA BEACH, FL 32117

Categories

3

Issued: March 14, 2018

Expires: March 31, 2022



Signature of Licensee



ADAM H. PUTNAM, COMMISSIONER

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

St Johns Turfcare License # 2

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office

Commercial Applicator License

License # CM20700

MAGUIRE, ANDREW W
1377 SHOOTINGSTAR LN
JACKSONVILLE, FL 32259

Categories

3

Issued: May 17, 2019

Expires: October 31, 2022

Signature of Licensee

Nicole Fried

NICOLE "NIKKI" FRIED, COMMISSIONER

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



1040 Hastings Federal Point Rd
East Palatka, FL 32131
Corey Kimball 904-434-1627,
Jeff Pilcher 352-258-3314

09/14/2020

Clay County RFP-20-MA-319

St Johns Turf Care is a full service sports turf company. We have a 6 person full time crew with summer part time workers. We have 2 owners that both come from the turf industry. One being an assistant golf course superintendent and the other being a fertilizer salesman. They have a combined 30 years in the turf business from sports turf and golf. We have 4 full time staff members that all come with turf experience, 3 come from the MLB system with over 17yrs experience and 1 from golf with 3yrs experience. With this team we are able to provide all services that are needed in sports turf. We offer anything from monthly turf maintenance that would include all turf needs to a complete field renovation or construction. SJTC uses only sports turf specific equipment for our services. We have Toro mowers and spray rig. We use the Imants, Abi and Wessex equipment in our contract work and also are the distributors of these lines of equipment.

Our people are what makes this where we can offer a wide verity of services. With having 3 guys from the MLB minors system we are able to offer professional clay work for baseball and softball fields. We have 3 guys that come from the turf side of the sports business and are able to provide the best turf management practices possible. This diverse group gives us the ability to offer our customers the best possible service and field conditions no matter the sport.



References:

Univ of North Florida – Brian Kowalski (505) 263-8583, b.kowalski@unf.edu

Pedro Menendez High – Patrick Turner (904) 392-4659,
Patrick.turner@stjohns.k12.fl.us

Matanzas High – Zach Rigney (386) 566-4740 Rigneyz@flaglerschools.com

Univ of Florida – Jason Smith (352) 474-9891 jasonsm@gators.ufl.edu

Baltimore Orioles – Danial Thomas (309) 532-0524 dthomas@orioles.com