

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide



ST. JOHNS RIVER
S T A T E C O L L E G E

Invitation to Bid

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services – Orange Park
Campus, Possible College-Wide

Bids Due: **Tuesday, March 29, 2022 @ 2:00 PM**

St. Johns River State College

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1.0 INTRODUCTION

2.0 GENERAL TERMS AND CONDITIONS

3.0 CONTRACT TERM

4.0 SCHEDULE

5.0 SPECIFICATIONS

6.0 REQUIRED FORMS

1.0 INTRODUCTION

1.1. St. Johns River State College (SJR State) serves students in Putnam, St. Johns and Clay counties. SJR State is soliciting sealed bids for the purpose of providing **lawn and turf care services for our Orange Park Campus (OPC), located at 283 College Drive, Orange Park, Florida 32065**. As part of this Invitation to Bid (ITB), the College is requesting a separate proposal for each of our other Campuses i.e., one for our St. Augustine Campus (SAC) located at 2990 College Drive, St Augustine, Florida 32084, and one for our Palatka Campus (PAC) located at 5001 St. Johns Avenue, Palatka, Florida 32177. The desired outcome of this ITB is a contract for lawn and turf care services for OPC, and if possible within the constraints of our known budget, contracts for SAC and PAC as well. Contracts may be with the same or separate vendors, whichever best meets the needs of the College.

1.2. SJR State is a political subdivision of the State of Florida and is exempt from payment of federal excise tax and Florida state sales tax. The applicable numbers are: Florida Sales Tax Exemption Certificate Number 85-8013170533C-4; Federal Identification Number 59-1033399.

1.3. Interpretation of the wording of, and responses to, questions concerning this ITB shall be the responsibility of the College and will be communicated via the Director of Purchasing and Auxiliary Services, and shall be final. Questions and requests for clarifications should be directed in writing to Keith Martin via email at keithmartin@sjrstate.edu, and will be accepted until the deadline listed in paragraph 4.0 of this ITB. Replies will be issued by return email to the originator, and included as addenda to this document.

1.4. In accordance with Florida Statute 287.133, a person, entity or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submission, the bidder certifies compliance with FS 287.133.

2.0 GENERAL TERMS AND CONDITIONS

2.1. All Bidders submitting a response to this ITB understand and agree that the affirmative act of submitting a response constitutes acceptance of and agreement to the General Terms and Conditions. Bidders are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The basis for award, if awarded, is to the lowest or best bid which meets the conditions and specifications. The College is not necessarily bound to accept the lowest bid if it is not in the best interests of the College.

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2.2. ITB DATE AND TIME: **All Bids must be delivered to the SJR State Purchasing Department, Palatka Campus Business Office, before 2:00pm on Tuesday, March 29, 2022.** All bids must be in a **SEALED** package. Indicate your company name and the ITB number on the outside of your **SEALED** bid envelope to assist the College in identifying your bid. Bids received after due date/time will not be accepted. Bids cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that may cause a bid to be late. The College is not responsible for any expense, including expedited delivery, incurred by the Bidder in responding to this ITB. To be considered responsive your bid shall be signed by an authorized employee/officer with the authority to bind a contract. Bid packages must include one (1) original copy and five (5) duplicate copies. Original document must be marked "ORIGINAL" and must have original signatures.

ADDRESS FOR BIDS

Bids may be mailed or hand delivered to:

St. Johns River State College

c/o Director of Purchasing & Auxiliary Services

Office of Business Affairs, Building "A"

5001 St. Johns Ave

Palatka, Florida 32177

2.3. PUBLIC BID OPENING: St. Johns River State College will conduct a Public Bid opening as noted in Paragraph 4.0. Sealed bids, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, or final replies, whichever is earlier. By submitting a response to this solicitation, the bidder acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act and may be disclosed to third parties upon request, notwithstanding any confidentiality clauses or labels contained in such documents.

2.4. POSTING OF RECOMMENDATION OF AWARD: The College's recommendation of award will be posted to www.sjstate.edu/purchasingdept.html

2.5. IDENTICAL OR TIED BIDS: The decision for the award of tied bids shall be made after a careful review of the circumstances surrounding the tie, with preference being given to State of Florida Bidders. If still tied, pursuant to FS 287.08 the College will break a tie/award to a business that has implemented a drug-free workplace program. If still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to Service-Disabled Veteran Owned businesses certified by the State Department of Management Services to break a tie bid, and award to a certified Service-Disabled Veterans owned businesses when all other things are equal.

2.6. PROTESTS: Protests shall be served to Dr. Lynn Powers, Vice President for Finance and Administration/Chief Financial Officer, and Keith Martin, Director of Purchasing and Auxiliary Services, 5001 St. Johns Avenue, Palatka, Florida, 32177, via certified mail. Protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Dr. Lynn Powers and Keith Martin at 386-312-4167. Bid

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protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater. Failure to file a notice of protest, failure to file a formal written protest, or failure to post the bond or other security shall constitute a waiver of proceeding. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the documents being posted to the SJRS website.

2.7. ADVERTISING: In submitting a bid, Bidder agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.

2.8. APPLICABLE LAW: The bidder shall comply with all applicable federal, state, county and local laws, rules, ordinances and regulations. This ITB, and the contract to be executed in connection with the award of this ITB, must be in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The contract, when entered into, shall be constructed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Contractor hereby agree that venue shall be in Putnam County, FL.

2.9. ASSIGNMENT: If awarded, neither the resulting contract nor any of the Contractor's rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of SJR State.

2.10. BOND: A bond may be required to guarantee the payment of any losses by theft, burglary, pilfering or vandalism as a result of carelessness, negligence or willful acts of the Contractor, its agents, employees or assigns.

2.11. CONFLICT OF INTEREST: Award of this ITB is subject to Chapter 112 Florida Statutes concerning conflict of interest. **All Bidders must disclose** the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Bidders must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches or dealerships.

2.12. PERSONNEL: Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. If the College, in the College's sole opinion, determines for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors on the campus, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Contractor shall immediately provide a qualified replacement. Contractor's employees are expected to adhere to all college policies and procedures including but not limited to maintaining a tobacco free campus.

2.13. E-VERIFY: In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system to verify employment eligibility of all employees hired during the term of the Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

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2.14. PUBLIC RECORDS: To the extent that CONTRACTOR meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

2.14.1. Keep and maintain public records required by COLLEGE to perform the service.

2.14.2. Upon request from COLLEGE's custodian of public records, provide COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

2.14.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COLLEGE.

2.14.4. Upon completion of the contract, transfer, at no cost, to COLLEGE all public records in possession of the CONTRACTOR or keep and maintain public records required by COLLEGE to perform the service. If the CONTRACTOR transfers all public records to COLLEGE upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COLLEGE, upon request from COLLEGE's custodian of public records, in a format that is compatible with the information technology systems of COLLEGE.

2.14.5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SUSAN SUTLIFF (SUSANSUTLIFF@SJRSTATE.EDU), (386)312-4166
5001 ST. JOHNS AVE
PALATKA, FL 32177

2.14.6. THE CONTRACTOR ACKNOWLEDGES THAT SJR STATE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON SJR STATE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

2.15. RESPONSE MATERIALS: Any material submitted in response to this ITB becomes the property of the College upon delivery to the Office of the Director of Purchasing and Auxiliary Services and may be appended to any formal document which would further define or expand the contractual relationship between the

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College and the successful bidder. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07 Florida Statutes. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.

2.16 SAFETY REQUIREMENTS: The Contractor, by submitting a bid, agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

2.17. WITHDRAWAL OF BID: Bid may be withdrawn by written notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

2.18. COOPERATIVE PURCHASE AGREEMENT: The college has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Section 1010.04, Florida Statutes. As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c), and with the consent and agreement of the successful Respondent(s)/Bidder(s), purchases may be made under this ITB/Bid Solicitation by other State of Florida community/state colleges, state universities, district school boards, political subdivisions and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/bid solicitation document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the ITB/Bid solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful Respondent(s)/Bidder(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No other state agency receives any liability by virtue of this ITB/Bid and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

2.19. INSURANCE: The awarded Contractor shall furnish a current Certificate of Insurance to the College's Director of Purchasing & Auxiliary Services prior to contract award / commencement of the work, as well as a copy of your GL policy endorsement (on the ISO Endorsement Schedule format attached) that ensures the College will be provided 30-day written notice if your policy lapses for any reason. This certificate must include the College Bid Number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Florida and have a minimum A.M. Best rating of A-. All policies must be written on a primary basis, non-contributory with any other insurance coverages or self-insurance of the College. Contractor shall obtain and maintain the minimum insurance coverages set forth below. By requiring such minimum insurance, College shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The Contractor is not relieved of any liability or other obligations assumed or pursuant to the

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Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance coverages stated below do not replace any surety bonds as required by contract.

Minimum Insurance Requirements Schedule

Policy:	Workers Compensation
Coverage:	WC Statutory Limits
Policy:	Automobile Liability
Coverage:	\$1,000,000 Combined Single Limit Each Accident
Policy:	Comprehensive General Liability Insurance:
Coverage:	\$1,000,000 Each Occurrence
	\$ 100,000 Fire Damage (Any One Fire)
	\$ 5,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Adv Injury
	\$2,000,000 General Aggregate
	\$2,000,000 Products – Comp/OP Aggregate

2.20. CONTACT: All prospective bidders are hereby instructed not to contact any member of the District Board of Trustees or St. Johns River State College staff member, other than the contact person indicated in Paragraph 1.4. of this ITB, prior to contract award. Any such contact shall be cause for disqualification. Exceptions are during any pre-bid meeting and if oral presentations are required.

3.0 CONTRACT TERM

3.1. If awarded, the successful bidder will enter into a contract with the College based on the ITB specifications and their bid for a period of three years (36) months. SJR State has the option and reserves the right to extend the contract beyond the initial period for three (3) additional twelve (12) month periods by mutual consent of the parties. This option does not prohibit SJR State from declining to enact the option to renew for any subsequent period(s). Notice of intent concerning renewal is anticipated 60 days prior to the end of the current term. The contract, if awarded, may be cancelled without cause by SJR State College with 30 days prior written notice to the awarded bidder.

3.2. At the time of renewal, inflationary increases, if any, shall be mutually agreed upon but shall not exceed the Consumer Price Index for Other Goods and Services as reported by the U.S. Department of Labor Consumer Price Index Summary for each renewal period (available online at <http://www.bls.gov/news.release/cpi.nr0.htm>) The index used to adjust the Agreement price will be the 'unadjusted twelve (12) month' index for the last month of the executed Agreement available immediately preceding the notice for annual renewal. Notice of intent concerning renewal is anticipated 60 days prior to the end of the current term.

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4.0 SCHEDULE

4.1. The following schedule is a general guideline for issuance and recommendation of award of this ITB and contract. The College may change the dates of any events, and any changes to this schedule will be posted on the webpage dedicated to this ITB. The information can be found at: www.sjrstate.edu/purchasingdept.html. Also, if you intend to submit a bid, please keep in touch with Keith Martin, SJR State Director of Purchasing and Auxiliary Services, by email at keithmartin@sjrstate.edu. Our goal is to provide you as much information as possible to allow you to provide the best possible value to the College.

Issue ITB_____	Friday, February 11, 2022
Pre-Bid Meeting, MANDATORY , Palatka Campus, Valhalla Hall, 10:00 am_____	Tuesday, February 22, 2022
Campus Site Visits: See Paragraph 4.2 below.	
Written questions due No Later Than (NLT) 2:00pm_____	Tuesday, March 22, 2022
*submit via email keithmartin@sjrstate.edu	
Bids Due NLT 2:00pm, Palatka Campus, Business Office NLT 2:00pm_____	Tuesday, March 29, 2022
Public Opening of Bids, Palatka Campus, Valhalla Hall, 2:30pm_____	Tuesday, March 29, 2022
Evaluation Team Meeting, 10:00am_____	Wednesday, March 30, 2022
Issue Intent to Award_____	Wednesday, March 30, 2022
Issue Bid Award - Assumes no protests_____	Tuesday, April 5, 2022

4.2. **MANDATORY PRE-BID MEETING:** The College will conduct a **mandatory pre-bid** meeting on Tuesday, February 22, 2022 at 10:00am. The meeting will be held on the Palatka Campus in room A-152, Valhalla Hall. **Attendance at the pre-bid meeting is a mandatory requirement to be considered a Responsive Bidder.** Campus site visits will be discussed during this meeting, and are scheduled as follows:

4.2.1 Palatka Campus; immediately following the pre-bid meeting, February 22, 2022

4.2.2. St. Augustine Campus; 9:00am February 23, 2022.

4.2.3. Orange Park Campus; 2:00pm February 23, 2022.

4.2.4. AMERICANS WITH DISABILITIES ACT OF 1990: If special accommodations are required in order to attend any Public Meeting, Pre-Bid Meeting, Tour of Grounds, etc., contact the Director of Purchasing & Auxiliary Services via email at keithmartin@sjrstate.edu or phone at 386-312-4156.

4.3. PUBLIC BID OPENING: The College will conduct a Public bid opening at 2:30pm on March 29, 2022. The meeting will be held on the Palatka Campus in Valhalla Hall, Room A-152. The meeting is open to the public. Bidders are welcome to attend but will not have the opportunity to speak.

5.0 SPECIFICATIONS

5.1. ERRORS AND OMISSIONS: Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of

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the services. Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Director of Purchasing and Auxiliary Services in writing who will issue written instructions to be followed. Bidders are responsible for the contents of their proposal and for satisfying the requirements set forth in the bid specifications.

5.2. EQUIPMENT/MATERIALS/LABOR: IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL PROPOSER TO SUPPLY ALL MATERIALS, TOOLS, NECESSARY LABOR, ETC. FOR THE WORK TO BE PERFORMED AS SPECIFIED.

5.3. Scope of Work: This specification refers to lawn maintenance services to be performed FOR St. Johns River State College.

5.3.2. On each visit, the contractor shall perform to the College's satisfaction *all* of the lawn maintenance services described in this document.

5.3.3. **All tasks must be completed within the timeframe allotted in Section 5.4: Frequency and Schedule of Services.** Such services include, but are not limited to, lawn mowing, edging and trimming, removal of debris, application of herbicides, hedge maintenance, reporting of undesirable conditions, and clean-up.

5.3.4. All personnel, equipment and associated parts, fuel, chemicals, and any other items or activities necessary to guarantee the timely completion of all given tasks shall be provided by the contractor and included in the quoted cost of the contract.

5.3.5. The contractor shall be responsible for any and all damage to College or personal property and/or for personal injury resulting from the performance of contract operations including regular maintenance and call-out work

5.4. Definitions

5.4.1. Lawn Maintenance Services (or Lawn Maintenance) - all actions taken by the contractor to maintain the College's turf areas and shrubs in optimal condition.

5.4.2. Lawn Maintenance Visit (or Site Visit, or Visit) – The completion of the entire complement of weekly tasks (described elsewhere in the specification) during one or more appearances on campus within the scheduled week.

5.4.3. Call-out – A request by the College for lawn maintenance work outside the scope of this specification.

5.5. Safety and Contractor Behavior

5.5.1. **The safety and security of the College's students, faculty, staff, contractors, and visitors, as well as the protection of personal and College property, are of paramount importance to the College. The College will tolerate no practice or condition that puts people or property at risk.**

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5.5.2. The contractor shall inform Facilities/Maintenance and Campus Security of their presence at the beginning of each site visit.

5.5.3. The contractor's employees shall be fully trained on all equipment they operate in the performance of their contractual duties.

5.5.4. No mowing, trimming, edging, leaf blowing, debris blowing, or any other action that could create projectiles or other potentially harmful condition shall be performed in areas where College students, faculty, staff, or visitors are present.

5.5.5. While on campus, the lawn maintenance contractor's employees shall dress in appropriate work clothing that readily identifies them as representatives of the company. Tee-shirts imprinted with the contracting company's name and/or logo are acceptable as area other reasonable alternatives.

5.5.5.1. For the purposes of safety and decorum, contractor's employees shall remain in uniform for the duration of the contractor's stay on campus. Shirtless, or otherwise improperly attired individuals, will be directed to leave the campus.

5.5.6. Contractor employees shall behave in a respectful, professional manner when on campus. Rude or offensive behavior in the presence of students, faculty, staff, other contractors, or visitors to the College will not be tolerated and the offenders will be directed to leave the campus.

5.5.7. SJR State is a TOBACCO FREE college and use of any tobacco product is not permitted while on campus property. This policy includes all smoke free tobacco products, E-cigarettes and vapor devices.

5.6. Frequency and Schedule of Services

5.6.1. Lawn maintenance shall be performed weekly, on Mondays, except where the schedule below differs from that requirement. The contractor shall provide a total of 46 *lawn maintenance visits* per year according to the following schedule.

Month	Visits	Notes *
July 2022	4*	When scheduled service falls on a holiday, lawn service shall be performed on the following day.
August 2022	5	
September 2022	4*	
October 2022	5	
November 2022	4	
December 2022	2	
January 2023	2	January 1 st and 3 rd Monday

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February 2023	3	February 1 st , 3 rd and 4 th Monday
March 2023	4	
April 2023	4	
May 2023	5*	
June 2023	4	
<hr/>		
Total	46	

5.6.2. When, for any reason, including inclement weather, mowing and/or other lawn maintenance services cannot be completed on the scheduled day, and the required work is not subsequently performed as soon as reasonably possible within the same week as the scheduled service, the College reserves the right to deduct a prorated amount from the value of the associated monthly invoice.

5.6.3. The prorated amount shall be determined by dividing the annual contract dollar amount by 46 (the scheduled number of cuts per annum).

5.6.4. No work shall be undertaken in the vicinity of The Thrasher-Horne Center for the Arts during scheduled performances or events in that facility.

5.6.5. Parking lot islands shall be cut, edged, and cleaned prior to peak parking hours.

5.6.6. All work associated with 5.6.5., including cleanup, shall be completed before 8:00 a.m. weekdays.

5.6.7. Exceptions to this time constraint may be granted (with the prior permission of the College) on days during which the College is closed.

5.6.8. No work in parking lots shall be undertaken during scheduled performance events at Thrasher-Horne Center for the Arts.

5.6.9. Courtyard and areas around Bldgs. A, T, B, L, D & H shall be cut, edged and blown after 2:00pm in the afternoon when the majority of classes have ended.

5.7. Description of Services

5.7.1. MOWING:

5.7.1.1. All lawn maintenance services shall be performed according to the schedule put forth in Section 5.6.

5.7.1.2. All turf areas within the College's property including, but not limited to, lawns, disjointed grass areas, parking lot islands, fenced areas, and pond banks, shall be included in the scope of this contract. The outer

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boundary of the mowing area is defined by College Drive to the west, the fences along the residential development to the north, and the tree line elsewhere. Refer to map in Attachment 1 for an approximate graphical depiction of the areas involved.

5.7.1.3. Turf height shall be maintained at 3-1/2" to 4".

5.7.1.4. Mowing patterns shall be changed frequently to avoid rutting.

5.7.1.5. The contractor shall use equipment appropriate in size and function to the task performed. No time allowance or additional compensation shall be awarded the contractor for the use of inadequate or improperly functioning equipment.

5.7.1.6. Use of large mowing equipment on parking lot islands and pond banks is not recommended. Damage to cars, signs and light poles has and will occur and the contractor will be responsible for the repair or replacement as well as damage(s) to the structures. Additionally, many of the pond's banks are steeper than a 4/1 slope and use of larger mowers will result in mowers sliding into ponds and damage to the pond banks. The contractor will be responsible for any damage to pond banks that is a result of using equipment too big to control in these areas.

5.7.1.7. The contractor shall repair any damaged to turf, personal, or College property resulting from the use of the contractor's equipment.

5.7.1.8. The contractor's mowing equipment shall be maintained in good repair.

5.7.1.9. Lawn equipment shall be operated only with the original manufacturer's safety attachments in place.

5.7.1.10. Prior to mowing, the contractor shall clear the area to be mowed of all trash and debris.

5.7.1.11. In order to assure pedestrian safety and to keep the College's occupied areas free of lawn debris, grass clippings, shrub cuttings, trash, and other detritus shall be contained and removed immediately after mowing has been completed or, if mowing is left unfinished for any reason, before the site of the work is left unattended.

5.7.1.12. The contractor shall be responsible for any and all property damage and/or personal injury caused by material ejected from mowers or other equipment.

5.7.2. TRIMMING:

5.7.2.1. All areas not readily and safely reachable by mowers shall be trimmed using a line-trimmer or similar equipment to the same height as the surrounding mown turf.

5.7.2.2. Such areas include, but are not limited to, turf areas beneath shrubs, flower bed perimeters, fence perimeters, and the areas surrounding projections such as pole bases, irrigation boxes, etc.

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5.7.2.3. The contractor shall be held responsible for all mower damage to fences, fence posts, poles, bases, plantings, etc. that are candidates for trimming.

5.7.3. EDGING:

5.7.3.1. The College estimates approximately 6.5 miles of edging exists on the Orange Park Campus.

5.7.3.2. All hard edges—between turf and sidewalks, curbs, roads, parking lots, etc.—shall be edged at right angles to the ground using a bladed edger. Line trimming of these transitional areas is not permitted.

5.7.4. CHEMICAL TREATMENT:

5.7.4.1. The application of herbicides shall be restricted to those trained and licensed in their application.

5.7.4.2. The contractor shall provide the College with a copy of user licenses prior to the first application and at the beginning of each contract period.

5.7.4.3. Post-emergent for grass and weed control should be used in planting beds and hardscapes such as parking lots, sidewalks, patios, rock beds, mulch, etc.

5.7.4.4. All plants and trees in turf areas shall have a tree ring or bed line maintained to the plants drip edge.

5.7.4.5. Post-emergent should be used to keep pond outfall basins free of weeds so that water may flow freely out of ponds.

5.7.4.6. Chemical edging or the use of post-emergent – on fence lines, around light poles or signs in turf areas is NOT PERMITTED.

5.8. Pruning of Hedges, Shrubs, and Trees

5.8.1. Pruning shall be performed as part of the regular lawn maintenance.

5.8.2. All plant material in beds shall be kept in a neat, natural appearance. Plants should not block window sills, doorways or sidewalks. Dead leaves and growth should be pruned and removed as necessary.

5.8.3. Tall shrubs (Palatka Hollies, Crape Myrtles and Palm trees shall be pruned once per year in March – April)

5.8.4. Crape Myrtles are not to be 'topped'. Crape Myrtles should only be thinned (vertical trimming only) to promote an upright natural tree formed growth.

5.8.5. Palatka Hollies shall be pruned to maintain a conical shape promoting an upright growth.

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

5.8.6. Hedges and shrubs in the vicinity of Buildings T, V, L, A, D, H, P and the pump house (at the south west corner of campus near College Drive) shall be trimmed according to the schedule put forth in Section 5.4.

5.8.7. All hedges and shrubs shall be maintained at proper height in a neat, well-manicured natural shape year-round.

5.8.8. Hedges around buildings shall be trimmed at a uniform height to the bottom of window sills. In no case shall the height of hedges extend past the exterior window sill of any building.

5.8.9. Hedges near the pump house shall be maintained at the height of the existing fence.

5.8.10. Hedges may be sheared but shall be maintained in a natural shape.

5.8.11. Clearance shall be maintained between hedges, shrubs, or trees and the exterior walls of all buildings.

5.8.12. No vegetation shall encroach past the edge of any sidewalk into pedestrian areas.

5.8.13. Low hanging branches shall be pruned to maintain safe pedestrian traffic.

5.8.14. In February – March the contractor shall fertilize all shrubs, ornamental grasses and bedded plant material with a complete fertilizer, such as 16-4-8, 12-6-6 or 12-4-8. Shrubs should receive approximately 2 pounds of actual nitrogen per 1,000 square feet of root spread area per year to maintain a healthy plant.

5.9. Cleaning

5.9.1. Grass clippings, shrub cuttings, trash, and other debris shall be collected and removed from the campus.

5.9.2. Debris shall not be directed back onto grass or parking areas.

5.9.3. At the end of each visit, all areas (including mown areas, sidewalks, patios, waiting areas, roads, parking lots, parking lot islands, etc.) shall be free of trash, debris, limbs, sticks, leaves, foreign objects, and grass or hedge clippings.

5.9.4. In order to assure pedestrian safety and to keep the College's occupied areas free of lawn debris, grass clippings, shrub cuttings, trash, and other detritus shall be contained and removed immediately after the work that generated it has been completed or, if the work is left unfinished for any reason, before the site of the work is left unattended.

5.9.5. The contractor shall be responsible for clearing normal storm related damage, including fallen leaves, sticks, and tree limbs, and damaged shrubbery.

5.9.6. Damage clean-up from major storms or other catastrophic events shall be addressed as a call-out request.

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

5.10. Reporting Requirement

5.10.1. The lawn maintenance contractor shall note and report all damage to the College's lawn, shrubs, and/or property to Campus Facility Supervisor.

5.10.2. The lawn maintenance contractor shall note and report all unusual turf conditions (dry areas, weak turf, infestations, etc.) to the Campus Facility Supervisor.

5.10.3. The contractor shall take all reasonable care to avoid impacting irrigation heads, valves, ground boxes, and controls.

5.10.4. The lawn maintenance contractor shall flag and report any damaged irrigation heads to the Campus Facility Supervisor.

5.10.5. The lawn maintenance contractor shall be responsible for time and material costs associated with the repair or replacement of lawn, shrubs, and College or personal property damaged as a result of the contractor's presence on campus.

5.11. Call-Out Lawn Maintenance Work

5.11.1. The College may request the lawn maintenance contractor to provide call-out lawn maintenance services not specified in the scope of the contract. Examples of such call-out services include severe-storm-related clean-up, preparation for special events, etc.

5.11.2. Using the form entitled PRICING PROPOSAL FORM, ADDITIONAL LAWN MAINTENANCE SERVICES (Attachment 2 to this specification), the contractor shall provide the College with hourly labor rates and material mark-up rates for call-out work performed at the College's request.

5.11.3. The College may, at its discretion, accept or reject the proposed pricing enumerated on the form.

5.11.3.1. If the College accepts the propose rates, the rates shall:

5.11.3.2. extend throughout the duration of the annual contract in which they were accepted;

5.11.3.3. apply exclusively to call-out lawn maintenance work, not to regular contract work or actions reasonably expected to be performed under the scope of the lawn maintenance contract, nor to cases in which the College finds it necessary to call the contractor back to satisfactorily complete tasks falling under the normal scope of the contract.

5.11.4. The contractor shall appear on campus prepared to work within 24 hours of a call-out request unless a specific time is specified in the College's request.

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

5.11.5. Authorization to perform call-out work will be in the form of a numbered and signed purchase order to the contractor.

5.11.6. The contractor shall provide the College with an invoice itemizing all time and materials associated with each call-out request. **Each invoice must reference the purchase order associated with the College's request for call-out work. The College will not issue payment that fails to reference to an active purchase order.**

5.12. Campus site maps included as Attachments 1, 2, and 3.

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

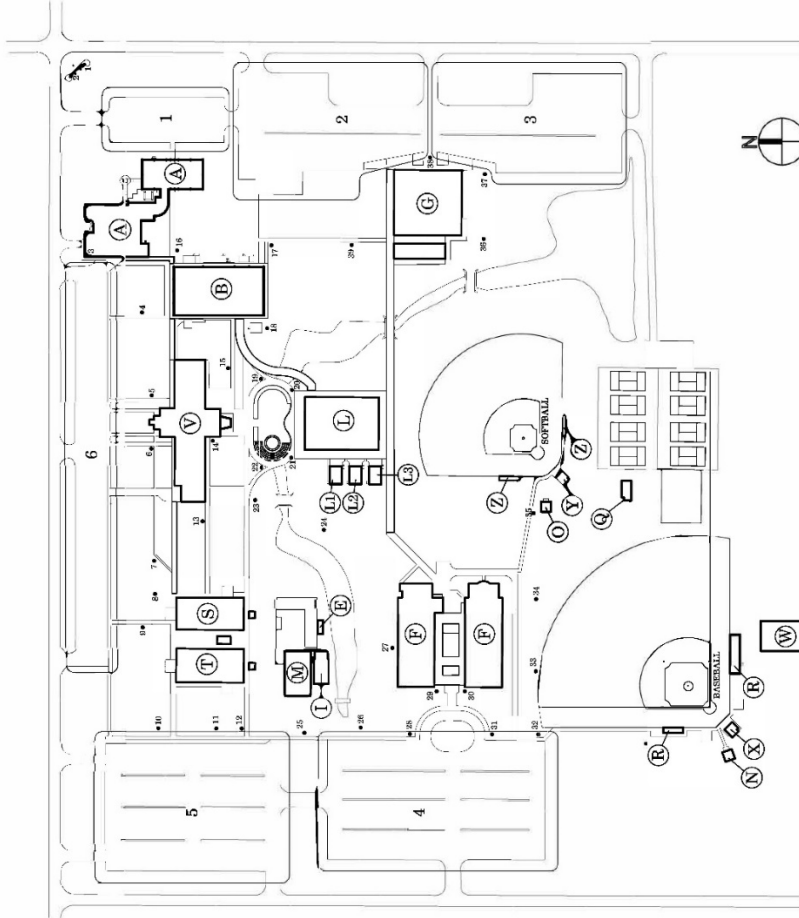
Attachment 1, Palatka Campus.

ST. JOHNS RIVER
STATE COLLEGE
PALATKA CAMPUS
5001 ST. JOHNS AVE.
PALATKA, FL.
32177-3807



MASTER
FACILITY
PLAN

CEG ARCHITECTS/PALATKA, INC.
10/1/2012 DWG. PAL-01



BUILDING LEGEND	
(A)	ADMINISTRATION
(B)	BUSINESS ADMINISTRATION/EDUCATION
(E)	ELECTRICAL GENERATOR BUILDING
(F)	FLORIDA SCHOOL OF THE ARTS; FINE ARTS COMPLEX
(G)	HEALTH CENTER
(1)	SCENERY DESIGN BUILDING
(L)	LIBRARY
(11)	TEMPORARY BUILDING
(12)	TEMPORARY BUILDING
(13)	TEMPORARY BUILDING
(M)	MAINTENANCE
(N)	BASEBALL RESTROOMS
(O)	SOFTBALL RESTROOMS
(Q)	SPORTS STORAGE
(R)	BASEBALL DUGOUTS
(S)	SCIENCE BUILDING
(T)	TECHNICAL BUILDING
(V)	STUDENT SERVICES; VIKING CENTER AND RECEIVING
(W)	BASEBALL/SOFTBALL BATTING CAGE
(X)	BASEBALL PRESS BOX/CONCESSION STAND
(Y)	SOFTBALL PRESS BOX/CONCESSION STAND
(Z)	SOFTBALL DUGOUTS
	PARKING LOTS
	CAMPUS LIGHTS

#

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St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

Attachment 2, St Augustine Campus.

ST. JOHNS RIVER
STATE COLLEGE
ST. AUGUSTINE CAMPUS
2990 COLLEGE DR.
ST. AUGUSTINE, FL
32084-1199

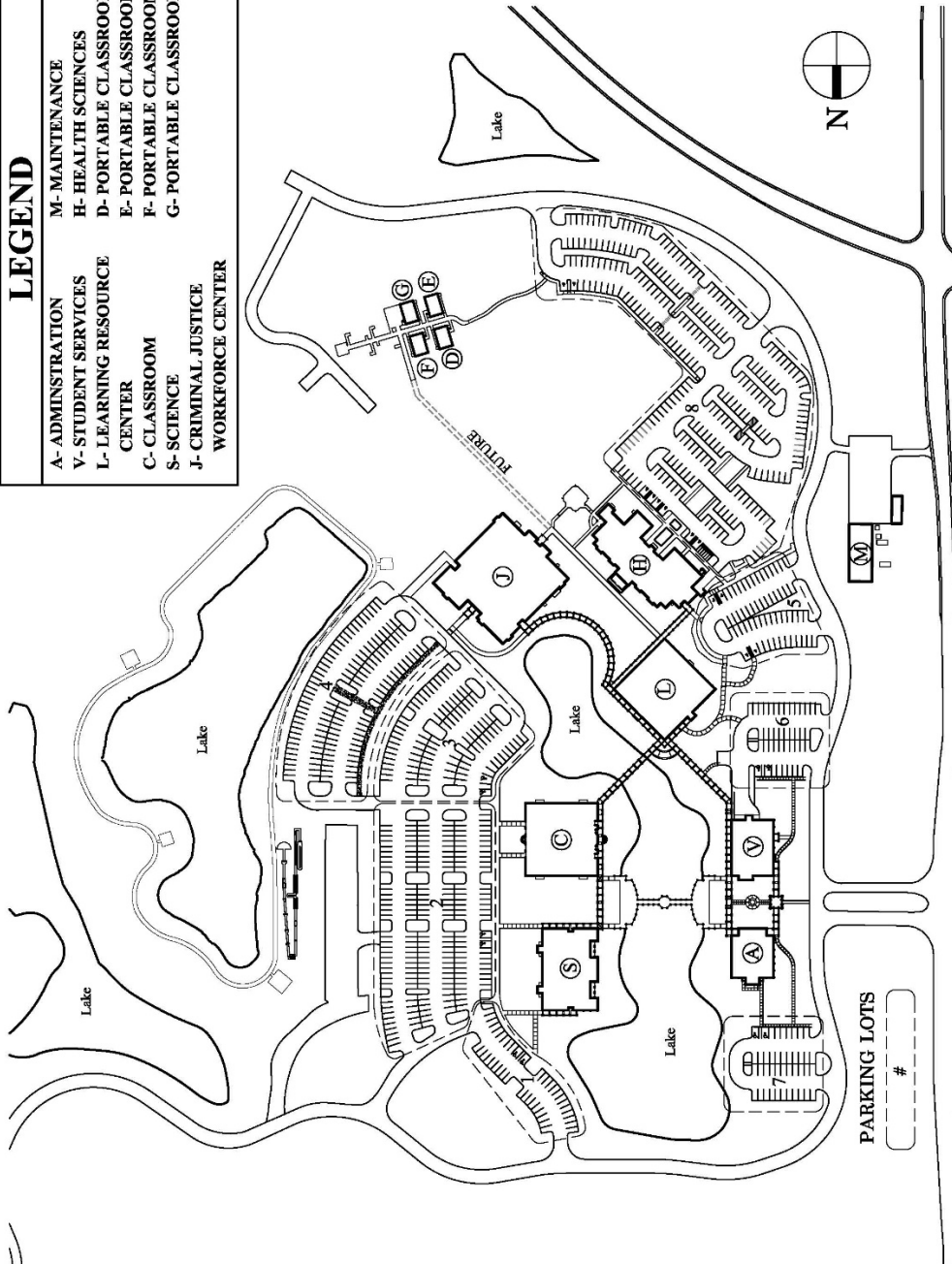


**ST. JOHNS
RIVER**
STATE COLLEGE

**MASTER
FACILITY
PLAN**

CEG ARCHITECTS/PALATKA, INC.
1/14/2014 DWG. SAC-01

LEGEND	
A- ADMINISTRATION	M- MAINTENANCE
V- STUDENT SERVICES	H- HEALTH SCIENCES
L- LEARNING RESOURCE CENTER	D- PORTABLE CLASSROOM
C- CLASSROOM	E- PORTABLE CLASSROOM
S- SCIENCE	F- PORTABLE CLASSROOM
J- CRIMINAL JUSTICE WORKFORCE CENTER	G- PORTABLE CLASSROOM



St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

Attachment 3, Orange Park Campus.

ST. JOHNS RIVER
STATE COLLEGE
ORANGE PARK CAMPUS
283 COLLEGE DRIVE
ORANGE PARK, FL
32065-7650



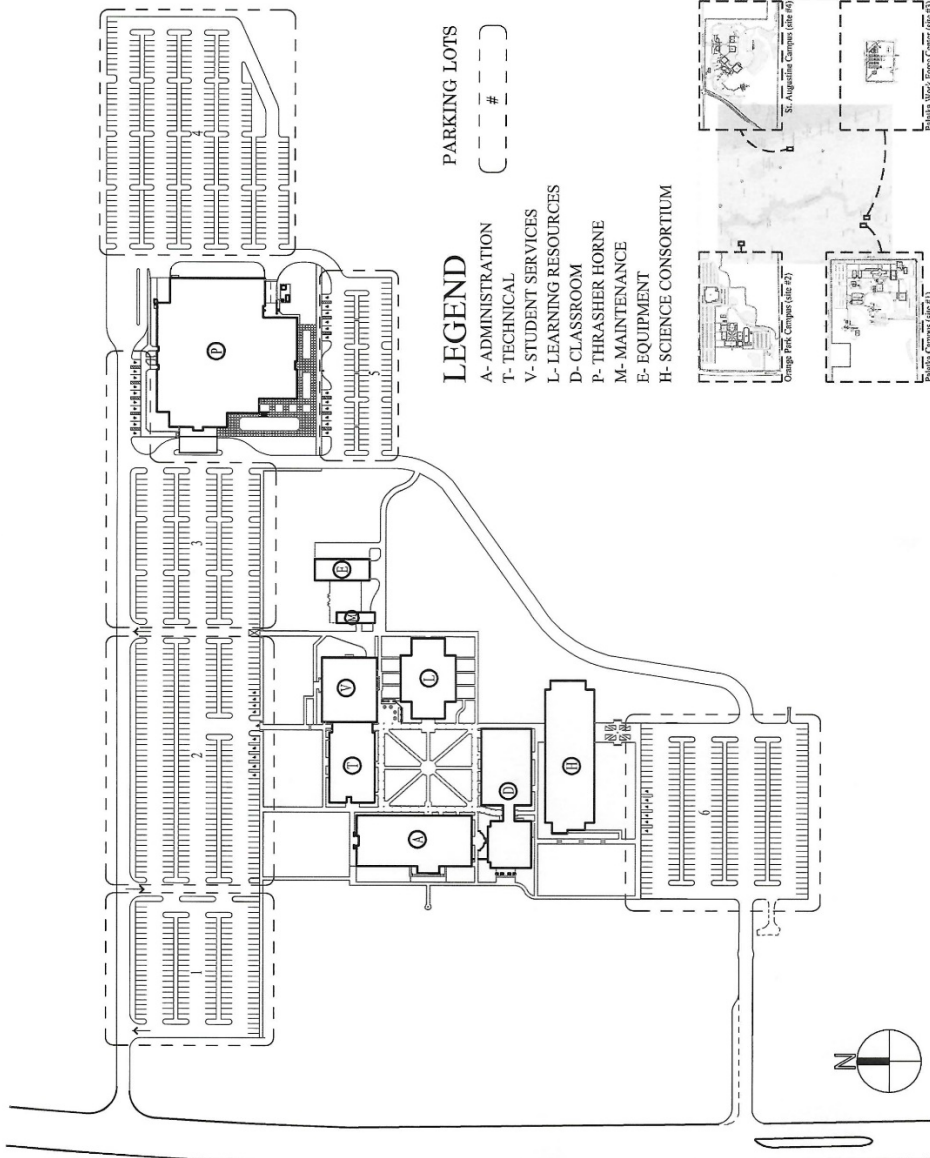
ST. JOHNS
RIVER
STATE COLLEGE

MASTER FACILITY PLAN

SITE PLAN

12/3/2018

DWG. OPC-01



St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

6.0 REQUIRED FORMS

6.1. BID CHECKLIST: This form is provided for the convenience of the bidder. Not required to be submitted.

6.2. BID COVER SHEET: Bidder must complete all information requested on the BID COVER SHEET provided in Section 7.0 Forms. The Bid Cover Sheet is to be the first page of the bidder's response.

6.3. COMPREHENSIVE BID/PLAN: Ensure you give the College enough information to adequately evaluate your complete bid.

6.4. VENDOR BUSINESS PROFILE

6.5. IRS W-9

6.6. NON-DISCRIMINATION IN EMPLOYMENT FORM: St. Johns River State College does not discriminate against any person in its programs, activities, policies or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

6.7. PUBLIC ENTITY CRIMES FORM: Vendors convicted of a public entity crime may not submit a bid to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, as per State of Florida Statute 287.133 (2) (a). The bidder must acknowledge compliance with this statute and its intent.

6.8. DRUG-FREE WORKPLACE CERTIFICATION: Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process.

6.9. INDEMNIFICATION AGREEMENT: The vendor agrees to indemnify, defend and hold harmless SJR State College, its District Board of Trustees, its officers, employees, agents and other representatives, individually and collectively from and against any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the vendor. For our purposes, claims/liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels, incurred or suffered by the College. Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of (a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this ITB and the Agreement; (b) any disputes, actions, or other

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials; (c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the premises; (d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this ITB or the Contract executed in connection with this ITB; and (e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this ITB. This indemnification shall survive termination of the ITB and the contract executed in connection with the ITB. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

6.10. REFERENCES: Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the College reserves the right to contact current or former clients of the bidder not provided as part of the bid. Please provide a minimum of three references and a maximum of five.

6.11. LEGAL ISSUES:

The Bidder must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the Bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the Bidder or the employees to be used in providing the services, which, if adversely determined, will have a material
- B. Adverse effect on the ability of the bidder or any of its employees to perform their obligations as stated in their response.
- C. The Bidder is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the Bidder. If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

6.12. COPY OF LICENSE TO DO BUSINESS IN THE STATE OF FLORIDA.

6.13. ADDITIONAL INFORMATION, if needed. In addition to the required information, the Bidder may include any additional information which may be helpful to the College in analyzing the Bidder's ability to provide the desired service, as noted in this ITB.

Bid Forms to Follow this Page

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

6.1. BID CHECKLIST

THIS CHECKLIST IS FOR THE CONVENIENCE OF THE COMPANY SUBMITTING A BID AND MAY BE USED TO ENSURE THAT SECTIONS OF THE ITB/BID ARE PROPERLY COMPLETED AND RETURNED. THIS FORM (BIDDER'S CHECKLIST) IS FOR YOUR USE AND IS NOT REQUIRED.

Required; one (1) original hard copy, five (5) duplicate copies of each of the following:

- Bid Cover Sheet
- Proposed Plan
- Vendor Business Profile
- IRS Form W-9
- Non-Discrimination in Employment Form
- Public Entity Crimes Form
- Drug-Free Work Place Certification
- Hold Harmless and Indemnification Agreement
- References
- Legal Issues
- Copy of License to do business in the State of Florida
- *Proof of Minority / Women Business Enterprise Number (M/WBE) – if applicable
- *Additional Information – if applicable

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

6.2. BID COVER SHEET

ANTI-COLLUSION STATEMENT: The Bidder by signing and submitting a bid has not divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to a bid whatsoever. (NOTE: Including there have been No premiums, rebates or gratuities paid or permitted either with, prior to, or after any delivery or personal contact. Any such violation will result in the cancellation of award of any resulting contract from this bid and the Bidder being debarred for not less than three (3) years of doing business with the College.)

Failure to sign this form may result in your bid being deemed as Non-Responsive.

LEGAL NAME OF BIDDER: _____

TAX ID NUMBER: _____

MINORITY BUSINESS ENTERPRISE
TYPE & NUMBER: (if applicable): _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

BY: SIGNATURE (Print): _____

BY: SIGNATURE (Sign): _____

TITLE: _____

PHONE NO: _____

FAX NO.: _____

E-MAIL ADDRESS: (if available) _____

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

SJR State Annual Lawn Maintenance Work-ORANGE PARK CAMPUS ONLY

Paragraph 5.0 – SPECIFICATIONS

The contractor shall complete the form below identifying the cost at which, for a single annual term period of the contract, the SJR State may be billed for **work as described in the scope of the Lawn Maintenance Contract as described in Paragraph 5.0 SPECIFICATIONS.**

Annual Lawn Care	Maintenance Services	\$
------------------	----------------------	----

ADDITIONAL LAWN MAINTENANCE SERVICES
Paragraph 5.8 Call-Out Lawn Maintenance Work

The contractor shall complete the form below identifying the rates at which, for a single annual term period of the contract, the SJR State may be billed for work beyond the scope of the Lawn Maintenance Contract as described in **Specification 5.8 Call-Out Lawn Maintenance Work.** Work shall be performed in these extraordinary circumstances at SJR State’s discretion and only with SJR State’s prior consent. These rates shall apply exclusively to such work and not to normal lawn maintenance work included in the contract scope whether or not the contractor was called on site to fulfill expected contract responsibilities.

Please provide a single hourly rate for regular time, overtime, and holiday time as well as a mark-up percentage for materials.

Hourly Call-Out Rates

Regular Time		\$/Hr
Standard Overtime		\$/Hr
Holiday Time		\$/Hr
Travel Time (one-time flat rate charge per each call out service request)		\$

Materials Mark-Up Percentage

Material Mark-Up Over Cost		%
----------------------------	--	---

Contractor Name: _____

Authorizing Signature: _____

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

SJR State Annual Lawn Maintenance Work-ST AUGUSTINE CAMPUS ONLY

Paragraph 5.0 – SPECIFICATIONS

The contractor shall complete the form below identifying the cost at which, for a single annual term period of the contract, the SJR State may be billed for work as described in the scope of the Lawn Maintenance Contract as described in **Specification 5.1 Scope of Work**.

Annual Lawn Care	Maintenance Services	\$
------------------	----------------------	----

ADDITIONAL LAWN MAINTENANCE SERVICES Paragraph 5.8 Call-Out Lawn Maintenance Work

The contractor shall complete the form below identifying the rates at which, for a single annual term period of the contract, the SJR State may be billed for work beyond the scope of the Lawn Maintenance Contract as described in **Specification 5.8 Call-Out Lawn Maintenance Work**. Work shall be performed in these extraordinary circumstances at SJR State’s discretion and only with SJR State’s prior consent. These rates shall apply exclusively to such work and not to normal lawn maintenance work included in the contract scope whether or not the contractor was called on site to fulfill expected contract responsibilities.

Please provide a single hourly rate for regular time, overtime, and holiday time as well as a mark-up percentage for materials.

Hourly Call-Out Rates

Regular Time		\$/Hr
Standard Overtime		\$/Hr
Holiday Time		\$/Hr
Travel Time (one-time flat rate charge per each call out service request)		\$

Materials Mark-Up Percentage

Material Mark-Up Over Cost		%
----------------------------	--	---

Contractor Name: _____

Authorizing Signature: _____

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

SJR State Annual Lawn Maintenance Work-PALATKA CAMPUS ONLY

Paragraph 5.0 – SPECIFICATIONS

The contractor shall complete the form below identifying the cost at which, for a single annual term period of the contract, the SJR State may be billed for work as described in the scope of the Lawn Maintenance Contract as described in **Specification 5.1 Scope of Work**.

Annual Lawn Care	Maintenance Services	\$
------------------	----------------------	----

ADDITIONAL LAWN MAINTENANCE SERVICES
Paragraph 5.8 Call-Out Lawn Maintenance Work

The contractor shall complete the form below identifying the rates at which, for a single annual term period of the contract, the SJR State may be billed for work beyond the scope of the Lawn Maintenance Contract as described in **Specification 5.8 Call-Out Lawn Maintenance Work**. Work shall be performed in these extraordinary circumstances at SJR State’s discretion and only with SJR State’s prior consent. These rates shall apply exclusively to such work and not to normal lawn maintenance work included in the contract scope whether or not the contractor was called on site to fulfill expected contract responsibilities.

Please provide a single hourly rate for regular time, overtime, and holiday time as well as a mark-up percentage for materials.

Hourly Call-Out Rates

Regular Time		\$/Hr
Standard Overtime		\$/Hr
Holiday Time		\$/Hr
Travel Time (one-time flat rate charge per each call out service request)		\$

Materials Mark-Up Percentage

Material Mark-Up Over Cost		%
----------------------------	--	---

Contractor Name: _____

Authorizing Signature: _____

St. Johns River State College

Bid No: ITB-SJR-07-2022

Bid Name: Turf Care Services Orange Park Campus, Possible College-Wide

Vendor Business Profile

Vendor should complete all requested information as indicated by the 'grey' boxes

Identification Information:			
Vendor Name (Legal Name & d/b/a):			
Corporate Address:		Phone Number:	
City, State & Zip Code:		Fax Number:	
Remit to Address:		Email Address:	
City, State & Zip Code:		Web Address:	

Contact Information:			
Name:		Phone Number:	
Title:		Email Address:	

Vendor Information:			
1. Describe the type of business or service provided:			
2. Is the vendor a 1099 recipient?			
3. List the Appropriate Federal Tax Classification (Sole Proprietor, C-Corp, S-Corp, Partnership, LLC, Other)			
4. Is the vendor at least 51% owned, controlled and actively managed by a minority person?			
If yes to #4, submit the State of Florida MBE/WBE Certification Number			
If yes to #4, list the appropriate minority classification: (African American, Hispanic, Asian American, Native American, American Woman, Service Disabled Veteran)			
5. Conflicts of Interest: List any state employee who owns, directly or indirectly, an interest of five percent or greater in the firm or any of its branches			
6. List the officers of the corporation, partners or principal members of the firm and their titles	Name/Title		
	Name/Title		
	Name/Title		
	Name/Title		
It is the sole responsibility of the vendor to promptly notify SJR State College with any and all changes to this application. Certification: I certify that the information supplied herein (including all attachments) is correct to the best of my knowledge. I further certify that in doing business with the State of Florida, my firm is in compliance with Chapter 112, Florida Statutes, conflicts of interest and that I have disclosed the name of any state employee who owns, directly or indirectly, an interest of five percent or greater in the above firm or any of its branches. All vendors are required to complete this form in its entirety. The vendor is required to submit a valid tax form (W-9) along with the completed Vendor Business Profile Form to the purchasing department.			
Name of Person Completing Form:		Date:	

IRS W-9 INSTRUCTIONS FOR W-9 FORM:

Contractors can obtain the W-9 Form and Instructions by visiting: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

The W-9 form is requested to be completed and returned with your bid submittal:

<p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
--	---	---

<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
OR					
Employer identification number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:85%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ _____</p>	<p>Date ▶ _____</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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6.6. NON-DISCRIMINATION IN EMPLOYMENT POLICY

(Section 301, Executive Order 10925, March 6, 1961, 26 FR 1977 as amended by Executive Order 11114, June 22, 1963, 28 FR 6485)

"During the performance of this contract the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, creed, color or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(5) The contractor will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Committee for purposes of investigation to ascertain compliance with such rules, regulations and orders.

"(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Governments contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provide, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

By: _____ By: _____
Legal Name of Bidder/Company Signatory's Name & Title

By: _____ Date: _____
Signature

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6.7. Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid. This sworn statement is submitted to SJR STATE College.
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a.) A predecessor or successor of a person convicted of a public entity crime; or
 - b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**
 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**
 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
 The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature: _____

Date: _____

State of _____ County of _____

Personally Appeared before Me, The undersigned authority, _____ who, after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Seal

6.8. DRUG-FREE WORK PLACE CERTIFICATE

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place 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 work place and specifying the actions that will be taken against employees for violations of such prohibition.
- 2.) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, 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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place 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 work place through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Title

Printed Name

Date

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6.9. Hold Harmless and Indemnification Agreement

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

1. This agreement is submitted with Bid, and is submitted to St. Johns River State College.
2. This sworn statement is submitted by _____ (entity name) whose business address is _____ and (if applicable its Federal Employer Identification Number - FEIN) is _____.
3. My name is _____ and my relationship to the entity named above is _____.

The indemnitor assumes an unqualified obligation to hold SJR State College harmless for all liability associated with the subject matter of the agreement, regardless of which party was actually at fault (even if the damage, injury, or claim is due to the sole negligence of SJR State College).

To the fullest extent permitted by law, Consultant, contractor, lessee, or vendor will indemnify and hold SJR State College harmless from all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises during the Term; (ii) any act, omission, or negligence of consultant, contractor, lessee, or vendor or any of consultant's, contractor's, lessee's, or vendor's subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Premises. Consultant, contractor, lessee, or vendor hereby expressly indemnifies SJR State College for the consequences of any negligent act or omission of SJR State College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Signature: _____

Date: _____

State of _____ County of _____

Personally appeared before me, the undersigned authority, _____ who after being first duly sworn by me affixed his/her signature in the space provided above on this _____ day of _____ 20____.

Notary Public Signature

Notary Public Seal

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6.10. References

Reference 1:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 2:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

Reference 3:

Name of Business or Public Entity: _____

Address: _____

City, State, Zip: _____

Contact Person's Name: _____

Contact Person's Phone Number & e-mail: _____

Date of Services performed: _____

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6.11. Legal Issues

The bidder must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the bidder or the instructors to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the bidder or any of its instructors to perform their obligations as stated in their response.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.
Pending Litigation: (please attach additional documentation if needed)

- B. The bidder is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default or violation may reasonably be expected to have a material adverse effect on the financial condition of the bidder.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

Signature

Title

Printed Name

Date