

RESOLUTION NO. 2012 - 15

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 12-14 AND TO EXECUTE AN AGREEMENT FOR PORTABLE RESTROOM RENTAL AND SERVICE.

RECITALS

WHEREAS, the County desires to enter into a contract with Outhouse Portable Restrooms to supply and service portable restrooms for the SJC Recreation & Parks, Solid Waste, Golf Course, and Road & Bridge Departments on an as needed basis; and

WHEREAS, the scope of the project shall consist of supplying, delivering, and if needed, servicing portable restrooms to designated locations in St. Johns County; and

WHEREAS, through the County's formal bid process, Outhouse Portable Restrooms was selected as the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the contract is being funded by the SJC Departments as needed; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 12-14 to Outhouse Portable Restrooms "Outhouse"

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with Outhouse Portable Restrooms on behalf of the County for the supply and service of portable restrooms as specifically provided in Bid No 12-14.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of January, 2012.

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

By: _____

Chair

ATTEST: Cheryl Strickland, Clerk

By: _____

Deputy Clerk

RENDITION DATE 1/19/12



**ST. JOHNS COUNTY
BID TABULATION**

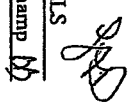
BID TITLE PORTABLE RESTROOM RENTAL & SERVICING FOR ANNUAL & SEASONAL REQUIREMENTS

BID NUMBER 12-14

OPENING DATE/TIME November 30, 2011 2:00 PM

POSTING DATE/TIME FROM 11/30/11 3:00 PM UNTIL 12/05/11 3:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

OPENED BY: LEIGH DANIELS
TABULATED BY: Barbara Beauchamp
VERIFIED BY: 

BIDDERS	ITEM # 1 MONTHLY PRICE PER UNIT (3X WEEKLY CLEANING)	ITEM # 2 MONTHLY PRICE PER UNIT (2X WEEKLY CLEANING)	ITEM # 3 DAMAGE WAIVER FEE PER UNIT	ITEM # 4 ADDITIONAL SERVICE PRICE PER UNIT	ITEM # 5 WEEKLY PROCE PER UNIT (3X WEEKLY CLEANING)	ITEM # 6 WEEKLY PRICE PER UNIT (2X WEEKLY CLEANING)	ITEM # 7 DAILY PRICE PER UNIT (NO SERVICE)
OUTHOUSE PORTABLE RESTROOMS, INC.	\$65.00	\$55.00	\$0.50	\$20.50	\$55.00	\$50.00	\$40.00
UNITED SITE SERVICES OF FLORIDA, INC.	\$180.00	\$107.00	N/A	\$25.00	\$62.50	\$50.00	\$37.50

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**

2
[Signature]

BID TITLE PORTABLE RESTROOM RENTAL & SERVICING FOR ANNUAL & SEASONAL REQUIREMENTS

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF OR INTENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

OPENED BY TABULATED BY

LEIGH DANIELS

Barbara Beauchamp *BB*

VERIFIED BY

BID NUMBER 12-14

OPENING DATE/TIME November 30, 2011 2:00 PM

FROM

POSTING DATE/TIME 11/30/11 3:00 PM

UNTIL

12/05/11 3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

PAGE (S) 1 of 1

BIDDERS	ITEM # 8 SPECIAL EVENT PRICE PER PORTABLE SINK	ITEM # 9 SPECIAL EVENT PRICE PER PORTABLE DOUBLE SINK	ITEM # 10 DAILY PRICE PER ADA UNIT (NO SERVICE)	ITEM # 11 WEEKLY PRICE PER ADA UNIT (2X WEEKLY CLEANING)	ITEM # 12 MONTHLY PRICE PER ADA UNIT (3X WEEKLY CLEANING)	ITEM # 13 MONTHLY PRICE PER ADA UNIT (2X WEEKLY CLEANING)		
OUTHOUSE PORTABLE RESTROOMS, INC.	\$30.00	\$30.00	\$50.00	\$60.00	\$75.00	\$60.00		
UNITED SITE SERVICES OF FLORIDA, INC.	N/A	\$50.00	\$50.00	\$65.00	\$200.00	\$150.00		

BID AWARD DATE _____

COPY

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**
2446 Dobbs Road
St. Augustine, Florida 32086

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

TO: Wil Smith, Interim Recreation & Parks Director
FROM: Jaime Toney-Locklear, Contract Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 12-14, Portable restroom & Servicing for Annual & Seasonal Requirements
DATE: November 30, 2011

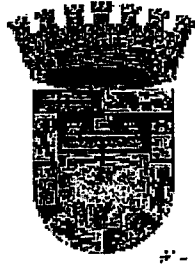
Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

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

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

Dept. Approval W. Smith W. Smith → Billy Zeits
 Date 12-9-11 Dale Young
 Budget Amount \$34,000 / \$11,500.00
 Account Funding Title Rec Facilities Maintenance / CAT III - Rec Beh Maint
 Funding Charge Code 0080-53120 / 1146-53710
 Award to OUTHOUSE PORTABLE RESTROOMS
 Award Amount Per bid Tab

RECEIVED ST. JOHNS
COUNTY PURCHASING
2011 DEC 14 PM 1:29



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

BID NO: 12-14

PORTABLE RESTROOM RENTAL & SERVICING

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086
(904) 209-0150**

Final: 10/25/11

BID NO: 12-14

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form with Attachments:

Attachment A – Affidavit

Attachment B – License/Certification List

Attachment C – References

Attachment D – Certificate as to Corporate Principle

Bid Bond

PROJECT SPECIFICATIONS

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, November 30, 2011, by Jaime Toney, Contract Coordinator for St. Johns County Purchasing Department located at 2446 Dobbs Road, St. Augustine, Florida 32086 for Bid No: 12-14; Portable Restroom Rental & Servicing. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The awarded firm (hereinafter referred to as the Contractor) shall be responsible for providing portable restrooms throughout St. Johns County at multiple locations requiring services throughout the year, at multiple locations at or nearby the beaches requiring services throughout the beach season only, and at additional locations that shall require services on an as needed basis, as requested by the County for special events, sporting leagues, or circumstances where the County has need of additional portable restrooms. The Contractor shall also be responsible for the maintenance, cleaning and servicing of any and all units provided to the County by the Contractor per the Specifications described herein.

Bid Packages are available from Onvia/DemandStar Inc, at www.demandstar.com by requesting Document #12-14. A link to the Onvia DemandStar website is also available through the St. Johns County Website Purchasing page by the following link: www.sjcfi.us/BCC/Purchasing/Open_Bids.aspx. Vendors registered with DemandStar.com can download most packages at no cost. Vendors not registered with DemandStar may contact them at 800-331-5337 for information. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. Bid Package requests may also be sent to Jaime Toney, SJC Purchasing Department via email at jtoney@sjcfi.us or fax (904) 209-0159.

Any and all questions related to this Bid should be directed, *in writing*, to Jaime Toney, Contract Coordinator via email at jtoney@sjcfi.us, fax to (904) 209-0159, or mailed directly to St. Johns County Purchasing, at 2446 Dobbs Road, St. Augustine, FL 32086. Inquiries related to the work scope, clarification or correction must be in writing via fax or email to the party shown above and received no later than close of business (4:00PM) on Wednesday, November 16, 2011 to allow adequate time for response and/or an addendum. **Please do not contact any other staff member of St. Johns County, except the above, with regard to this RFP. All inquires will be routed to the appropriate staff member for response.**

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: St. Johns County, Florida
PROJECT: BID # 12-14; Portable Restroom Rental & Servicing

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Standard Agreement, Public Construction Bond, Specifications and Plans including any Addenda issued prior to receipt of Bids.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed, his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Copies: Bidding documents may be obtained from www.demandstar.com in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Bid Documents are also available from SJC Purchasing upon written request via email or fax as stated in the Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Owner, to be received at least fourteen (14) calendar days prior to the date for receipt of Bids. An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or his Representative less than **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least fourteen (14) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final. If the Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall not rely upon approval made in any other manner.

QUESTIONS

Any and all questions related to the RFP should be directed, *in writing*, to Jaime Toney, Contract Coordinator via email at jtoney@sjcfl.us, fax to (904) 209-0159, or mailed directly to St. Johns County Purchasing, at 2446 Dobbs Road, St. Augustine, FL 32086. Inquiries related to the work scope, clarification or correction **must** be in writing via fax or email to the party shown above and received no later than close of business (4:00PM) on Wednesday, November 16, 2011 to allow adequate time for response and/or an addendum.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in TRIPPLICATE (one (1) original and two (2) copies) on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 12-14 - SEALED BID FOR PORTABLE RESTROOM RENTAL & SERVICING FOR ANNUAL AND SEASONAL REQUIREMENTS". *See Example Below:*

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086
BID NO.: XX-XX - SEALED BID FOR SAMPLE PROJECT

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineation, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be

waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The County reserves the right to award to one or more contracts to vendors based on lowest responsive, responsible bidder for the pricing submitted on the Official County Bid Form, and the needs of the County described herein.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida, and must have a minimum of five (5) years experience in the business of portable restroom rental and servicing. Each bidder must complete Attachment "C" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

All bidders must possess a Department of Health service permit to perform these services, as required by Rule 64E-6.0101, Florida Administrative Code, and provide proof of such with the submitted Bid Proposal.

Bidders to whom award of a contract is under consideration shall submit to the Owner, upon his request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

SUBCONTRACTORS

The Contractor may sub-contract the transportation of the purchased limerock, with written authorization by the County. If the Contractor elects to sub-contract with any firm, the Contractor shall be responsible for all work performed by any sub-contractor and the Contractor shall not be relieved of any obligations under this Contract.

Each Bidder shall submit to the County a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "B", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

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

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

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

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

REFERENCES

Each Bidder shall submit a list of no less than five (5) references from government agencies and/or municipalities for which services of the same size and scope have been provided within the last five (5) years. All reference information shall be

completed and submitted on Attachment "C" – References provided herein.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Continuing Contract Agreement for Contractors.

GOVERNING LAWS & REGULATIONS

The Contractor must comply with Rule 64E-6.0101 Florida Administrative Code, and must be familiar and comply with all other federal, state and local laws, ordinances, rules and regulations that in any manner may affect this contract, including Florida Statutes and Florida Administrative Code regulations. This agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

CONTRACT TERM & EXTENSIONS

The Contract Agreement shall have an initial term of one (1) calendar year, providing satisfactory performance is maintained. The Contract Agreement shall become effective on or about February 1, 2012 and shall remain in effect for one year from that date. The Contract may be extended in one (1) year renewal periods for a maximum of four (4) one year extensions. These extensions are contingent upon satisfactory performance of the Contractor(s), availability of funds, and approval by the SJC Departments and Purchasing Director. These extensions are optional, and as such, the County is under no obligation to exercise any extension if it does not serve the best interests of the County to do so.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have fourteen (14) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the fourteen (14) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

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

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period. An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed."

Insurance Requirements - Minor Contract for Service - The contract price will not exceed \$25,000 and there are no unusual hazards present.

Insurance Requirements

- 1) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- 2) Commercial general liability – coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- 3) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:

- a. Owned autos
- b. Hired autos
- c. Non-owed autos

Special Requirements

- 1) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- 3) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

Insurance Requirements - Standard Contract for Service - The contract price will not exceed \$500,000 and there are no unusual hazards present.

Insurance Requirements

- 1) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- 2) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- 3) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- 1) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- 3) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

Insurance Requirements - Major Contract for Service - The contract price exceeds \$500,000 or unusual hazards exist.

Insurance Requirements

- 1) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- 2) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors

- 3) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owned autos
- 4) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements

- 1) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.**
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- 2) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- 3) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

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

PRICING

The pricing under this Bid shall remain firm for the entire first term of this Contract Agreement. No pricing increases will be permitted during the first year. Price increases shall only be considered at the time Contract Extensions are issued. The Contractor shall submit any requests for increases in pricing no later than thirty (30) days prior to the effective date of the Contract Extension. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI and are approved by the SJC Purchasing Director and SJC Utility Administrative Manager. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement. All prices shall remain firm for the period of each Contract Extension term.

TAXES – Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder’s proposal.

INVOICING/PAYMENT TERMS

The Contractor shall bill each County Department at the end of each month for services performed for that department. The Contractor shall send invoices to the respective departments at the address provided below with attention to the designated department representative listed. The County has Net 45 day terms. Pricing submitted indicating a discount if paid within a certain number of days will not be acceptable.

POINT OF CONTACT

Upon award of contract(s), the point of contact for each County Department is listed below. These are also the addresses to which invoices shall be mailed to for each SJC Department.

SJC Recreation Dept 2175 Mizell Road St. Augustine, FL ATTN: Jayne Delany (904) 209-0329 (p) jdelany@sjcfl.us	SJC Solid Waste Dept 3005 Allen Nease Road Elkton, FL32033 ATTN: Wendy Manucy (904) 827-6982 (p) wmanucy@sjcfl.us	SJC Golf Course 4900 Cypress Links Blvd Elkton, FL 32033 ATTN: Wes Tucker (904) 209-00352 (p) wtucker@sjcfl.us	SJC Road & Bridge Dept 1625 SR 16 St. Augustine, FL 32084 ATTN: Jennifer Kinlaw (904) 209-0246 (p) jkinlaw@sjcfl.us
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END OF SECTION

SPECIFICATIONS

BID NO.: 12-14; Portable Restroom Rental & Servicing
MINIMUM SPECIFICATIONS & CONDITIONS
St. Johns County, FL

Scope of Work:

The Contractor shall be responsible for providing portable restrooms at multiple locations with annual, beach and as needed requirements according to the needs of the County. The Contractor shall be responsible for performing any and all necessary maintenance, repairs, and cleaning services to any and all units rented by the County in order to maintain working and clean portable restrooms for use by the general population at any and all locations throughout the County.

Installation and removal of the portable restrooms shall be the responsibility of the Contractor at no additional cost to the County. The Contractor shall stake down the portable restrooms using at least two fence posts or County-approved equivalent and shall maintain the units at all times.

The Contractor shall be responsible for delivering all portable toilets required by the County within seven (7) business days of receipt of a fully executed Contract. The Contractor shall be responsible for coordinating a schedule of delivery with each County Department that requires portable restrooms.

The Contractor shall supply and replenish hand sanitizer in all units as needed throughout the duration of the Contract. This is a requirement of the Department of Health and is subject to inspection by County staff.

ANNUAL REQUIREMENTS

The units with Annual Requirements under this Bid include locations that require one or more units to be in place throughout the year. These locations require units and services annually unless removed by written request of the County. The Contractor shall be required to service these units two (2) or three (3) times per week, as specified below. If, at any time, the County chooses to add units to the list with Annual Requirements, the County shall specify whether the added units shall be serviced two (2) times per week, or three (3) times per week.

Maintenance, cleaning and servicing shall be performed no less than two (2) times per week on Mondays and Fridays before 10:00am each day. If the Contractor is unable to provide services before 10:00am on any day, it shall be the responsibility of the Contractor to notify the County of the new time the services shall be performed. The Contractor shall provide any and all necessary chemicals, cleaning equipment and supplies. All units shall be mopped with disinfectant and toilet seats, urinals and immediate areas shall be sanitized after being pumped out.

If a unit or units experience high volumes of patrons, additional, same day servicing may be requested by the County. The Contractor shall be responsible for providing this servicing by or before 5:00pm the same day, if the request was made before 1:00pm.

BEACH REQUIREMENTS

The units with Beach Requirements under this Bid include locations that require one or more units to be in place throughout the beach season, March 1st through September 30th. These locations require units and four (4) times weekly services during the beach season only. The Contractor shall remove these units after September 30th, as long as the units are back in place before March 1st for the following beach season.

Maintenance, cleaning and servicing shall be performed no less than four (4) times per week on Friday, Saturday, Sunday and Monday throughout the beach season. Servicing shall be performed before 12:00pm when permitted by the tide. At times when the tide does not permit servicing before 12:00pm, the Contractor shall perform servicing to all units at the earliest tide-permitting time available in order to service all units in a timely fashion.

The Contractor shall also perform services to all units on three (3) additional days during the beach season, to include: the Tuesday following Memorial Day and Labor Day, and July 5th, if it falls on a Tuesday, Wednesday or Thursday.

The Contractor shall obtain a receipt from the serviceman at each beach toll collector station at each beach ramp to verify that the unit has been serviced.

In the event of foreseen weather incidents such as hurricanes and tropical storms, the Contractor shall be responsible for removing and replacing portable restroom units at no additional cost to the County. In the event a portable restroom is lost and/or damaged or destroyed as a result of such force majeure event, the Contractor shall be responsible for replacement costs.

All units shall be mopped with disinfectant and toilet seats, urinals and immediate areas shall be sanitized after being pumped out. Contractor shall also clean under seats and mount toilet tissue on the roller.

Contractor shall stake down all units using two (2) posts or County-approved equivalent and maintain at all times during the season. It shall be the responsibility of the Contractor to monitor units at all locations to ensure that beach conditions do not remove the staking, creating a safety hazard for patrons.

The Contractor shall maintain a record of the date, time of day, dates of extra cleanings, name of staff responsible for each cleaning and the conditions of each portable restroom at the time of cleaning (did the unit have to be re-staked, was it tipped over, etc). This information shall be recorded on a spreadsheet provided by the County in hard copy and electronic formats, as attached. The Contractor staff responsible for the cleaning will carry a copy of this spreadsheet with them throughout the day to record all required information for each unit. The spreadsheet shall then be emailed to the SJC Beach Manager before 12:00pm every Monday throughout the beach season.

The Contractor shall place a chart, see attached, on the back of the door in each portable restroom unit, on which the staff responsible shall initial with the time and date that the unit is cleaned. The charts in all of the units are subject to inspection by County Staff at any time to ensure compliance by the Contractor.

AS NEEDED REQUIREMENTS

The units with As Needed Requirements under this Bid include locations that *may* require units during certain times of the year for athletic leagues, special events, or other circumstances that require units for a temporary period of time (longer than a week, less than a year). These locations shall be maintained as requested by the County Department (2-3x per week).

Maintenance and servicing shall be the same as with Annual and Beach Requirements.

QUANTITIES

St. Johns County reserves the right to increase or decrease the number of items at any time throughout the duration of the Contract. Prices shall remain the same for any items added to or subtracted from the contract.

LOCATIONS

Annual Requirements	Address	# of Units	Servicing Schedule
Locations			
Durbin Crossing Park	345 Islebrook Parkway	4	Mon & Fri
Old Shands Bridge		2	Mon & Fri
Palmo Fish Camp		1	Mon & Fri
Armstrong Recreation Park	4950 Harvey Avenue	1	Mon & Fri
S Ponte Vedra Park	A1A N (Ocean Side)	2	Mon & Fri
Palm Valley Bridge		2	Mon & Fri
Rattlesnake Island	Summer Island access rd off A1A S	1	Mon & Fri
A1A past Matanzas		1	Mon & Fri
R.B. Hunt Elementary	125 Magnolia Dr, St. Augustine, FL 32080	1	Mon & Fri
De Leon Shores	9 Dolphin Blvd E, Ponte Vedra, FL 32082	2	Mon & Fri
Doug Crane Boat Ramp	Shore Drive, 1 st Entrance	1	Mon & Fri
Aberdeen Park	1401 Shetland Drive	2	Mon & Fri

Flagler Estates Park	Oliver Road	1	Mon & Fri
Davis Park	2455 Palm Valley Rd, Ponte Vedra, FL 32082	3	Mon & Fri
N Shore Park	120 Meadow Ave	1	Mon & Fri
Hastings Football Field	400 E Harris Street, Hastings, FL 32145	4	Mon & Fri
BMX Track	3005 Allen Nease Rd, Elkton, FL 32033	2	Mon & Fri
SJC Golf Club	4900 Cypress Links Blvd, Elkton, FL 32033	2	Mon & Fri
Tillman Ridge Landfill	3005 Allen Nease Rd, Elkton, FL 32033	1	Mon & Fri
Stratton Rd Transfer Station	250 N Stratton Rd, St. Augustine, FL 32095	1	Mon & Fri
Simms Pit	536 S Holmes Blvd, St. Augustine, FL 32084	1	Mon & Fri
Smith Road Pit	8250 Smith Road, St. Augustine, FL	1	Mon & Fri
Beach Requirements			
Locations	Address	# of Units	
Mary Street Beach Ramp	A1A South, St. Augustine Beach, FL	2	Fri, Sat, Sun, Mon
Matanzas Avenue Beach Ramp	A1A South, St. Augustine Beach, FL	2	Fri, Sat, Sun, Mon
Porpoise Point Beach Ramp		1	Fri, Sat, Sun, Mon
Ft Matanzas Parking Lot	Parking Lot adjacent to ramp	2	Fri, Sat, Sun, Mon
Dondanville Road Beach Ramp	A1A South, St. Augustine Beach, FL	2	Fri, Sat, Sun, Mon
Ocean Trace Rd Beach Ramp	A1A South, St. Augustine Beach, FL	2	Fri, Sat, Sun, Mon
A Street Beach Ramp	A1A Beach Blvd, St. Augustine Beach, FL	2	Fri, Sat, Sun, Mon
Vilano Beach Beach Ramp	Vilano Road, A1A N	2	Fri, Sat, Sun, Mon
St. Augustine City/Beach		6	Fri, Sat, Sun, Mon
As Needed Requirements			
Locations	Address	# of Units	
Ocean Palms Elementary	355 Landrum Lane, Ponte Vedra Beach, FL 32082	As needed	As Needed
Mill Creek Elementary	3750 International Golf Parkway, St. Augustine, FL 32092	As needed	As Needed
Switzerland Point Middle School	777 Greenbriar Road, St. Johns, FL 32259	As needed	As Needed
Osceola Elementary School	1605 Osceola Elementary School Road, St. Augustine, FL 32084	As needed	As Needed
Fruit Cove Middle School	3180 Race Track Road, St. Johns, FL 32259	As needed	As Needed
Gamble Rogers Middle School	6250 US 1 South, St. Augustine, FL 32086	As needed	As Needed
Liberty Pines Academy	10901 Russell Sampson Blvd, St. Johns, FL 32259	As needed	As Needed
Murray Middle School	150 N Holmes Blvd, St. Augustine, FL 32084	As needed	As Needed
Pacetti Bay Middle School	245 Meadowlark Lane, St. Augustine, FL 32092	As needed	As Needed

BID NO: 12-14

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

PROJECT: Bid # 12-14; Portable Restroom Rental & Servicing for Annual & Seasonal Requirements

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 11-30-11

BID PROPOSAL OF

OUTHOUSE PORTABLE RESTROOMS INC
FULL LEGAL COMPANY NAME

2820 PLEASURE LN, ST AUGUSTINE FL 32084 904-829-1680 904-826-0410
Address Telephone Number Fax Number

Bidders: Having become familiar with the requirements of the Contract, and having carefully examined the Bid Documents and Specifications entitled for Bid No: 12-14; Portable Restroom Rental & Servicing for Annual & Seasonal Requirements in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following unit price bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE BIDS:

Each Bidder shall type or print legibly, the Unit Price for each item listed. Any and all direct and indirect costs associated with providing the items listed below, shall be included in the Unit Prices as submitted. If the County is unable to determine the figure being submitted due to illegible handwriting, the County reserves the right to consider that Unit Price a "No Bid".

THERE SHALL BE NO FUEL SURCHARGES, TRANSPORTATION SURCHARGES, ETC. PRICES SUBMITTED SHALL BE THE FINAL COST TO ST. JOHNS COUNTY.

UNIT PRICE LIST

- | | |
|--|---------------------------|
| 1. Monthly Price per Unit (3x weekly cleaning): | \$ <u>65⁰⁰</u> |
| 2. Monthly Price per Unit (2x weekly cleaning): | \$ <u>55⁰⁰</u> |
| 3. Damage Waiver Fee per Unit: | \$ <u>.50</u> |
| 4. Additional Service Price per Unit (See Specs): | \$ <u>20.50</u> |
| 5. Weekly Price per Unit (3x weekly cleaning): | \$ <u>55⁰⁰</u> |
| 6. Weekly Price per Unit (2x weekly cleaning): | \$ <u>50⁰⁰</u> |
| 7. Daily Price per Unit (No Service): | \$ <u>40⁰⁰</u> |
| 8. Special Event Price per Single Portable Sink: | \$ <u>30⁰⁰</u> |
| 9. Special Event Price per Double Portable Sink: | \$ <u>30⁰⁰</u> |
| 10. Daily Price per ADA Unit (No Service): | \$ <u>50⁰⁰</u> |
| 11. Weekly Price per ADA Unit (2x weekly cleaning): | \$ <u>60⁰⁰</u> |
| 12. Monthly Price per ADA Unit (3x weekly cleaning): | \$ <u>75⁰⁰</u> |
| 13. Monthly Price per ADA Unit (2x weekly cleaning): | \$ <u>60⁰⁰</u> |

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract together with the Plans.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by Architect, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees to execute and deliver the Contract within ten (10) days of the written notification of the Award of the Contract to him.

CORPORATE/COMPANY

Full Legal Company Name: OUTHOUSE Portable Restrooms, Inc.

By: [Signature]
(Signature Authorized Representative)

Allen Dale Facetti Pres
(Name & Title typed or printed)

By: Kellie B. Facetti

Kellie B. Facetti VP
(Name & Title typed or printed)

Company Address: 2820 Pleasure Ln, St Augustine FL 32084

Telephone No: 904 829-1680

Fax No: 904 826-0406

Email Address for Authorized Company Representative: outhouse_dale@yahoo.com

Federal I.D. Tax Number: 59-3587026

DUNS #: 088502989

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: () _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- Attachment A - Affidavit
 - Attachment B - License/Certification List
 - Attachment C - References

Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", and "C" must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Kellie B. Pacetti who being duly sworn, deposes and says he is Vice President (Title) of the firm of Our House Portable Restrooms Bidder submitting the attached proposal for the services covered by the bid documents for Bid # 12-14, for Portable Restroom Rental & Servicing, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work, that neither he, his firm, association nor corporation has either directly, or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

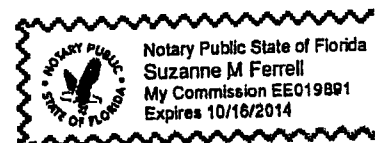
Kellie B. Pacetti
(Bidder)

By: Kellie B. Pacetti
Vice President
(Title)

Sworn and subscribed to me this 30th day
of November, 20 11.

Notary Public:
Suzanne M. Ferrell
Signature
Suzanne M. Ferrell
Printed

My commission Expires: 10/16/2014



BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

ATTACHMENT B

License/Certification List

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
OUTHOUSE Portable Restrooms	289-0022174	ST. JOHNS COUNTY	9-30-12
state of FLORIDA Dept of Health	55-QS-00041	state of FLORIDA	1-31-12

ATTACHMENT "C"

REFERENCES

Each Bidder shall provide a minimum of five (5) references from government agencies and/or municipalities for which services similar to the size and scope of those included in this bid have been provided within the last five (5) years. The full contact information for each reference shall be placed in the spaces provided below.

Contact Name/Title: Paul Williamson and Wanda Bray
 Name of Firm/Agency: City of St Augustine
 Address: P.O. Box 210 ST AUGUSTINE FL 32085
 Phone #: 904-825-1004 Fax #: 904-825-1096

Contact Name/Title: Karen Black - Pete Sutton
 Name of Firm/Agency: CLAY COUNTY FAIR GROUNDS
 Address: P.O. Box 1066, Green Cove Springs, FL 32043
 Phone #: 904-284-1615 Fax #: 904-529-9690

Contact Name/Title: MARtha Lovecek
 Name of Firm/Agency: JACKSONVILLE FAIR GROUNDS
 Address: 510 FAIR GROUNDS PLACE, JACKSONVILLE FL 32202
 Phone #: 904-353-0535 Fax #: 904-353-5458

Contact Name/Title: Robin Pacetti and Debbie Rice
 Name of Firm/Agency: USP: FD MILITARY AFFAIRS
 Address: P.O. Box 1008 ST AUGUSTINE FL 32085
 Phone #: 904-803-0551 Fax #: 803-823-0512

Contact Name/Title: Dale Vaughn and Jayne Delany
 Name of Firm/Agency: ST. JOHNS COUNTY
 Address: 2175 Mizelle Rd, ST AUGUSTINE FL 32080
 Phone #: 904-209-0329 Fax #: 904-6321

Contact Name/Title: Ken Gatchell and Frankie Briggs
 Name of Firm/Agency: ST AUGUSTINE BEACH
 Address: 2200 SR A1A South
 Phone #: 904-471-1119 Fax #: 904-471-4191

*St. Johns County reserves the right to request additional information.

State of Florida

Department of State

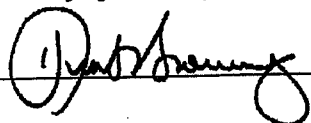
I certify from the records of this office that OUTHOUSE PORTABLE RESTROOMS, INC. is a corporation organized under the laws of the State of Florida, filed on July 20, 1999.

The document number of this corporation is P99000064262.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on January 10, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fourteenth day of January, 2011



Secretary of State



Authentication ID: 700190725717-011411-P99000064262

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

THIS RECEIPT IS ISSUED PURSUANT
TO COUNTY ORDINANCE 72-2

2011/2012 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT # 9383

September 30, 2012

TYPE OF BUSINESS: 000289 RENTAL SERVICE

BUSINESS ADDRESS: 2820 PLEASURE LANE
ST AUGUSTINE FL 32084

BUSINESS NAME: OUTHOUSE PORTABLE RESTROOMS INC
OWNER: PACETTI ALLEN DALE

MAILING ADDRESS: 2820 PLEASURE LANE
ST AUGUSTINE FL 32084



NEW BUSINESS	
TRANSFER	
ORIGINAL TAX	22.00
AMOUNT	22.00
PENALTY	.00
COLLECTION COST	
TOTAL	22.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAYD: 6002507 0001 0001 501 0720/2012 22.00

This receipt does not constitute a franchise, an agreement, or permission or license to operate the business described hereon when a franchise agreement, or other county, commission, state, or federal permission of authority is required by county, state or federal law.



STATE OF FLORIDA
DEPARTMENT OF HEALTH
OPERATING PERMIT

For: OSTDS - Service and Temporary Service,
Issued To: **OUTHOUSE PORTABLE RESTROOM INC.**
2820 Pleasure Ln
Saint Augustine, FL 32084

Billing ID: 55-BID-1594023
Permit Number: 55-QS-00041
County: 55 - St. Johns
Issue Date: 12/10/2010
Permit Expires On: 01/31/2012

The facility shown above has been inspected by a duly authorized representative of the Department of Health and was found in conformance with those rules promulgated by the department under the authority of Chapters 381, 386 and 389 Part IX, Florida Statutes, and set forth in Rule 64E-8, Florida Administrative code.

This permit grants authority to operate the above referenced facility, service, or system in conformance with department rules and the conditions of operation shown below. This permit is revocable, upon service of notice, when it is determined by this department that the operational conditions and department standards are not being maintained.

Issued by: St. Johns County Health Department
4040 Lewis Speedway Saint Augustine, FL 32084

DO NOT DETACH HERE
DO NOT SEPARATE FROM OPERATING PERMIT

(Non-Transferable)



STATE OF FLORIDA
DEPARTMENT OF HEALTH
CONDITIONS OF OPERATION

For: OSTDS - Service And Temporary Service,
Issued To: **OUTHOUSE PORTABLE RESTROOM INC.**

Billing ID: 55-BID-1594023
Permit Number: 55-QS-00041
Permit Expires On: 01/31/2012

The operating permit for the facility shown above has been issued with the following conditions of operation:

DH-4013 (03/97) DISPLAY OPERATING PERMIT AND CONDITIONS OF OPERATION IN A CONSPICUOUS PLACE
DETACH HERE - RETAIN THIS PORTION FOR YOUR RECORDS

(Non-Transferable)



STATE OF FLORIDA
DEPARTMENT OF HEALTH
RECEIPT

For: OSTDS - Service And Temporary Service,
Issued To: **OUTHOUSE PORTABLE RESTROOM INC.**
2820 Pleasure Ln
Saint Augustine, FL 32084

Billing ID: 55-BID-1594023
Permit Number: 55-QS-00041
County: 55 - St. Johns
Issue Date: 12/10/2010
Amount Paid: 215.00
Date Paid: 12/10/2010
Check Number: 3097
Receipt Number: 55-PID-1543674
Operator ID: MetzPG
Fee paid by: OUTHOUSE PORTABLE

Mailed To: **OUTHOUSE PORTABLE RESTROOM, INC.**
2820 PLEASURE Ln
Saint Augustine, FL 32084

Issued By: St. Johns County Health Department

RETAIN FOR YOUR RECORDS