

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO: 16-17 TRASH COLLECTION SERVICES FOR ST. JOHNS PARKS AND PROPERTIES FOR ST. JOHNS COUNTY RECREATION AND PARKS DEPARTMENT.

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with M & M Commercial Cleaning Concepts Inc. to perform trash collection services for the St. Johns County Recreation and Parks Department; and

**WHEREAS**, the scope of the service shall include providing all labor, equipment, materials, transportation, and supervision required to collect trash as required in the scope of work in the bid document; and

**WHEREAS**, through the County's formal bid process, M & M Commercial Cleaning Concepts Inc. was the lowest bidder, and was determined to be a 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 Recreation and Parks Department; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into 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.

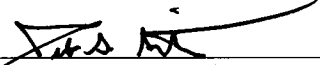
Section 2. The County Administrator, or designee, is hereby authorized to award Bid No: 16-17 to M & M Commercial Cleaning Concepts Inc.

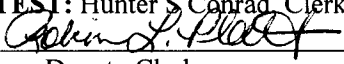
Section 3. The County Administrator, or designee, is further authorized to execute a contract in substantially the same form and format as attached hereto to M & M Commercial Cleaning Concepts Inc. on behalf of the County for trash collection services as specifically provided in the Bid Documents for Bid No 16-17.

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 2nd day of February, 2016.

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

By:   
Jeb S. Smith, Chair

**ATTEST:** Hunter S. Conrad, Clerk  
By:   
Deputy Clerk

**REVISION DATE** 2/4/2016



**MASTER CONTINUING CONTRACT AGREEMENT**

**BID NO:** \_\_\_\_\_;  
**Master Contract #:** \_\_\_\_\_

This Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and \_\_\_\_\_, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", with mailing address \_\_\_\_\_, Phone: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_, Fax: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ and email: \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 – DURATION and RENEWAL**

This Contract Agreement shall become effective on \_\_\_\_\_, shall be in effect for an initial contract term of \_\_\_\_\_ ( ) calendar year, and may be renewed for up to a maximum of \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County’s determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

**ARTICLE 3 - SERVICES**

The CONTRACTOR’s responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform \_\_\_\_\_ for the SJC \_\_\_\_\_ Department in accordance with Bid No: \_\_\_\_\_ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County \_\_\_\_\_ Department, or an authorized designee, who shall act as St. Johns County’s representative, along with the SJC Purchasing Department representative during the performance of this Contract Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in each respective SJC Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County’s representatives.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. St. Johns County shall compensate the Contractor based upon \_\_\_\_\_, as submitted in the proposal, accepted by the County, and provided herein on Exhibit A-1. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County \_\_\_\_\_ Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, the Contractor’s compensation shall be based upon the Contractor’s adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor’s compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.
- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County

reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.

- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Services, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:
- F. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "final invoice" on the final bill/invoice submitted to the County for payment. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Contract Agreement.

**ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

**ARTICLE 7 – TERMINATION**

- A. This Contract may be terminated by the County without cause upon at least \_\_\_\_\_ ( ) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least \_\_\_\_\_ ( ) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

**ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than \_\_\_\_\_ ( ) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or

have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 10 – SUBCONTRACTING**

St. Johns County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 11 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Contract Agreement.

#### **ARTICLE 12 – AVAILABILITY OF FUNDS**

St. Johns County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 13 - INSURANCE**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum

limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

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

#### **ARTICLE 14 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Contract Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

#### **ARTICLE 15 - SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### **ARTICLE 16 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 17 - CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify St. Johns County, in writing, by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract Agreement.

#### **ARTICLE 18 - EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

#### **ARTICLE 19 - ARREARS**

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

#### **ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by St. Johns County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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

#### **ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to St. Johns County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

#### **ARTICLE 22 - CONTINGENT FEES**

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

**ARTICLE 23 - ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. St. Johns County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

**ARTICLE 24 - NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

**ARTICLE 26 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 27 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

**ARTICLE 28 - SEVERABILITY**

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 29 - AMENDMENTS AND MODIFICATIONS**

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

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 30 - FLORIDA LAW & VENUE**

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

**ARTICLE 31 - ARBITRATION**

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract

Documents or in connection with the project in any manner whatsoever.

**ARTICLE 32 - NOTICES**

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Jaime Locklear, CPPB, Contract Administration Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

**ARTICLE 33 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

**ARTICLE 34 – PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor’s performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) Meet all requirements for retaining public records, and transfer at Contractor’s sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor’s possession and shall promptly provide the County a copy of Contractor’s response to each such request.

**ARTICLE 35 – NO THIRD PARTY BENEFICIARIES**

Both the County and the Contractor explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.



**ARTICLE 36 – USE OF COUNTY LOGO**

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

**ARTICLE 37 – SURVIVAL**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

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IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed three (3) original copies this Contract Agreement on the date and year below noted.

**ST. JOHNS COUNTY, FL:**

**CONTRACTOR:**

\_\_\_\_\_  
Dawn Cardenas, Purchasing Manager

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date

**ATTEST:  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**BID NO:** \_\_\_\_\_ ;

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with \_\_\_\_\_ as submitted on the proposal and approved by the County. The Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.

EXHIBIT "A-1"

BID NO: ;

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PRICING

**EXHIBIT "B"**

**BID NO:** \_\_\_\_\_ ;

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**CONTRACT SCHEDULE**

The Contract Period for this scope of work shall be as follows:

**Initial Contract** – Shall become effective on \_\_\_\_\_, and shall remain in effect for a period of \_\_\_\_\_ ( ) year, or until funds may become exhausted.

**Contract Renewal/s** – The contract may be renewed for \_\_\_\_\_ ( ), \_\_\_\_\_ ( ) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.



ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

500 San Sebastian View  
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Wil Smith, Director of Recreation and Parks  
FROM: Leigh Daniels, CPPB, Senior Buyer *LD*  
SUBJECT: Transmittal of Bids Received for Bid No. 16-17, Trash Collection Services for St. Johns  
Parks & Properties  
DATE: December 23, 2015

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.

Department Head Approval *Wil Smith*  
Date 1/4/16  
Budget Amount \$120,000  
Account Funding Title Refuse  
Funding Charge Code 0080-53400  
Award to m+m Commercial Cleaning  
Award Amount \$112,304.64

ST. JOHNS COUNTY  
JAN - 8 2016  
PURCHASING

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** TRASH COLLECTION SERVICES FOR ST. JOHNS COUNTY  
PARKS & PROPERTIES

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

**OPENED BY**  
**TABULATED BY**  
**VERIFIED BY**

LEIGH DANIELS  
LEILA HARTLAND

**BID NUMBER** 16-17  
**OPENING DATE/TIME** December 23, 2015 2:00 PM

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.

**POSTING DATE/TIME** FROM 12/23/15 3:00 PM  
UNTIL 12/30/15 3:00 PM

PAGE (S) 1 of 1

BIDDERS	TOTAL ANNUAL BID PRICE	BID BOND	ADDENDUM # 1	ADDENDUM # 2	ADDENDUM # 3
WASTE PRO-PALM COAST	\$281,809.71	YES	YES	YES	YES
M & M COMMERCIAL CLEANING	\$112,304.64	YES	YES	YES	YES

BID AWARD DATE - \_\_\_\_\_



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

**BID NO: 16-17**

**TRASH COLLECTION SERVICES FOR ST. JOHNS  
COUNTY PARKS & PROPERTIES**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department**

**500 San Sebastian View**

**St. Augustine, FL 32084  
904.209.0150**

**Final: 11/23/15**

## **TABLE OF CONTENTS**

### **FRONT END BID DOCUMENTS**

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

    “A” – Unit Price List

    “B” – Affidavit

    “C” – Certificate as to Corporate Principal

    “D” – License/Certification List

    “E” – Jessica Lunsford Act Form

Bid Bond

### **PROJECT SPECIFICATIONS**



**BID NO: 16-17**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, December 16, 2015 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 16-17; Trash Collection Services for St. Johns County Parks & Properties.** 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 given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for the performance of trash collection services at specified County parks and other properties located throughout St. Johns County, FL. The awarded vendor shall be responsible for providing any and all materials, equipment, transportation, disposal, and labor necessary to perform the required services at the sites specified herein. Services shall be performed as scheduled for each location.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website [www.demandstar.com](http://www.demandstar.com) by requesting Document # 16-17. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: [www.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx). Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Leigh A. Daniels, CPPB, St. Johns County Purchasing, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155.

Any and all questions related to this project shall be directed, *in writing*, to Leigh A. Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM) on **Wednesday, December 7, 2015**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a 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, notice 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.

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BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK  
BY: \_\_\_\_\_

Deputy Clerk

# **FRONT END BID DOCUMENTS**

## INSTRUCTION TO BIDDERS

**OWNER:** The Board of County Commissioners of St. Johns County, Florida ("County")

**PROJECT:** BID NO.: 16-17; Trash Collection Services at SJC Parks & Properties

### DEFINITIONS

All definitions set forth in the General Conditions of the Contract 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.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

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

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

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 which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

### **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; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - 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 of interpretation of the Bidding Documents shall make a written request to the Owner at least **fourteen (14) 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 its Representative **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 County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

### **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to Leigh A. Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM) on **Wednesday, December 7, 2015**, so that any necessary addenda may be issued in a timely manner.

### **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 the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed on p. 15 of this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, 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: 16-17 - SEALED BID FOR TRASH COLLECTION SERVICES FOR SJC PARKS & PROPERTIES".

*See Example Below:*

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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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 interlineations, 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.

**BID SECURITY**

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Annual Price Bid submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders are not required to submit Attachment "C" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein if submitting a Bid Security in the form of a certified or cashier's check.

If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "Instructions to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "C" – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have

been rejected.

### **BID BOND INSTRUCTIONS**

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

### **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 or container.

The envelope or container 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. Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

### **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 seventy two (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 seventy two (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 Owner's Purchasing Manual. All of the terms and conditions of the Owner 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. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the Owner to award a contract to the vendor who submits the lowest responsive, responsible Total Annual Price Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

### **QUALIFICATION OF CONTRACTORS**

**Minimum Qualifications:** Bidders must be licensed to do business in the State of Florida, and in St. Johns County, FL, and must have been in business a minimum of one (1) year prior to bid submission.

Each Bidder must complete Attachment "D" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above. Upon award, and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

### **JESSICA LUNSFORD ACT**

Multiple sites requiring the services described herein are located on school grounds. Each Bidder shall submit the required information on Attachment "E" – Jessica Lunsford Act Form.

Bidder and all persons, firms or entities working by, through or under this Contract shall at all times comply with the requirements of Sections 1012.32, 1012.465, Florida Statutes and the Jessica Lunsford Act, as amended from time to time by the Florida Legislature and/or as implemented by the County. Bidder acknowledges that the requirements for compliance with the referenced Statutes, Act and implementation requirements of the County, as they may be changed from time to time during the course of its performance of the work, is included in the Base Bid price. Bidder further acknowledges that it shall not be entitled to any increase in the Contract Time or price as a result of its compliance with the requirements of the referenced Statutes, Act or the County's implementation requirements. Bidder hereby certifies that it and its subcontractors and suppliers, including all of their employees, laborers, staff, leased personnel or others working by through or under the direction of Bidder on the work shall comply with all of the requirements of the above referenced Statutes, Act and County's implementation requirements at all times during the performance of the work and that such compliance will be at Bidder's sole cost and expense. Upon request, Bidder shall immediately produce evidence of compliance with the above referenced Statutes, Act or County's implementation requirements to the County, Design Consultant and/or Construction Program Manager as to any or all persons, firms, entities or others working at the Project site. Bidder shall be required to immediately remove any persons not in compliance with the requirements of the above referenced Statutes, Act and the County's implementation requirements upon discovery of non-compliance and to report such non-compliance to the County.

### **SUB-CONTRACTORS**

The awarded Contractor is not permitted to utilize any sub-contractors for any aspect of the work required under this bid.

### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**Form to be Used:** 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.

### **EXECUTION OF CONTRACT DOCUMENTS**

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

### **CONTRACT DURATION & RENEWAL**

If awarded, the initial contract term shall be for a period of one (1) calendar year, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract may be renewed in one (1) year increments, for a maximum of four (4) one-year renewals. These contract renewals shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

### **INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

### **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 five (5) 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 five (5) 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.

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.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that vendor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

### **PRICING**

The pricing under this Bid shall remain firm throughout the duration of the initial 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 Renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. 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, unless otherwise approved by the County. 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, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

### **METHOD OF PAYMENT**

The Contractor shall submit an invoice to the SJC Recreation & Parks Department at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall



the invoice be submitted to the Owner in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

SJC Parks & Recreation  
ATTN: Jayne Delany  
2175 Mizell Road  
St. Augustine, FL 32080

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Price of product, Total Price of Invoice
- Description of Services Performed

#### **REPORTING**

Along with the monthly invoice, the Contractor shall be required to submit a monthly report detailing all services performed as reflected on the invoice. The report shall be submitted according to the requirements stated in the specifications provided herein. Failure by the Contractor to properly submit report(s) as required, may result in a delay of payment of the submitted invoice. The County reserves the right to hold an invoice for payment until any and all required documentation and/or reporting is provided by the Contractor. The County shall notify the Contractor Representative immediately, via email, upon receipt of any invoice that is not accompanied by the required reporting documentation.

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

#### **INSURANCE**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such

amounts as is required by the law for all of its employees per Florida Statute 440.02.

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

**GOVERNING LAWS & REGULATIONS**

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

BID NO: 16-17

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: Trash Collection Services for SJC Parks & Properties

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

DATE SUBMITTED: 23 December 2015

**BID PROPOSAL OF**

MCM Commercial Cleaning Concepts Inc.

Full Legal Company Name

2771-29 monument Rd Ste-369 Jacksonville, FL 32225 904-334-4415 904-619-3407

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-17; Trash Collection Services for SJC Parks & Properties 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 bids quoted in this Bid Proposal summarized as follows:

**TOTAL ANNUAL PRICE BID:**

FOR: Trash Collection Services for SJC Parks & Properties

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the annual price submitted below. The submitted unit prices shall be final cost to the County. No fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

\$ 112,304.64

Total Annual Price Bid Written in Numerals

One Hundred Twelve Thousand Three Hundred Four Dollars & Sixty Four (¢) 100

Total Annual Price Bid Written in Words

Each Bidder shall insert the Total Annual Price Bid in both numerals and words. If there is a discrepancy, the amount written in words shall prevail as the correct bid amount. Bidders shall use the unit prices submitted on Attachment "A" - Unit Price List, on subsequent pages to calculate the Total Annual Price Bid.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

In the event of a discrepancy, the County shall calculate the Total Annual Price Bid using the submitted unit prices to determine the lowest, responsive, responsible bidder.

**ATTACHMENT "A"**  
**UNIT PRICE LIST**

Each Bidder shall submit the unit prices for each location as provided below. These unit prices shall dictate the annual bid price submitted on the Official County Bid Form on p. 14 above. Failure to submit unit prices for any included site may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Prices submitted below for additional, as needed, services at the specified locations.

Item #	Park/Property	Address Location	Unit Price	Collection Frequency	Monthly Price	Annual Price
1	Aberdeen Park	1401 Shetland Dr	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
2	Alpines Grove Park (Switzerland)	2060 State Rd 13N	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
3	Amphitheatre	1340 A1A South	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
4	Armstrong Park	4950 Harvey Avenue	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
5	Beach Services Office	901 Pope Road	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
6	Boating Club Rd Boat Ramp	West end of Boating Club Rd, on A1A N	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
7	Butler East Park	5860 A1A South	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
8	Butler West Park	400 Riverside Blvd	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
9	Canal Blvd & S Roscoe Blvd	West end of Canal Blvd	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
10	Canopy Shores Park	804 Christina Drive	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
11	Collier/Blocker/Puryear Park	10 North Holmes Blvd	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
12	Cornerstone Park	1046 A1A North	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
13	Crescent Beach Park	A1A S & Cabbage Rd	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
14	Davis Park	210 Davis Park Rd	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
15	Deep Creek Boat Ramp	SR 206 & SR 207	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
16	DeLeon Shores (Ponte Vedra)	9 Dolphin Rd	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
17	Doug Crane Boat Ramp	Shore Drive, 1 <sup>st</sup> Entrance	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
18	Durbin Crossing Park	345 Islesbrook Parkway	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
19	Eddie Vickers Park	399 Riberia Street	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
20	Equestrian Center	8200 Smith Road	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
21	F.A. Pope Rd Parking Lot	East end of Pope Road on A1A South	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
22	Fairgrounds	5840 State Road 207	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
23	Flagler Estates (Oliver Park)	9970 Oliver Rd	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
24	Gamble Rogers Middle School	6250 US 1 South	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
25	Gate Station (Ponte Vedra)	A1A N	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
26	Green Rd Boat Ramp	West end of Green Rd on A1A South	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
27	Hamilton Upchurch Skate Park	Red Cox Rd	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
28	Hastings Rec Center	6140 S Main Street	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
29	Joe Pomar Park	1600 Masters Drive	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
30	Ketterlinus Gym	60 Orange Street	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
31	Landrum Middle School Field	230 Landrum Lane	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
32	Lighthouse Tennis Court	Red Cox Drive Westside of Road	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
33	Mary Street Parking Lot/ Beach Walkover	Mary Street & Gloria Ave	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
34	Matanzas Bridge Parking Lot	SE Side of Matanzas Bridge	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
35	Micklers Landing Parking Lot	Mickler Road & Palm Valley Blvd	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
36	Mill Creek Elem School Field	3750 Intl Golf Parkway	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00

37	Mills Field	1805 Racetrack Road	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
38	Moultrie Boat Ramp / Bluff	S end of Jasmine Rd on Shore Dr	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
39	Nease House	3171 Coastal Highway	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
40	Nocatee Park	707 Little River Road	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
41	North Beach Park	3721 Coastal Hwy North	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
42	North Shore Park (Vilano)	120 Meadow Avenue	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
43	Old A1A Site (Ocean Side)	Old A1A South of Matanzas Bridge	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
44	Pacetti Bay Athletic Fields	245 Meadowlark Lane	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
45	Palencia Park	649 Palencia Club Drive	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
46	Palm Valley Boat Ramp	East Side of Palm Valley Bridge	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
47	Palmetto Boat Ramp	Palmetto Road & A1A S	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
48	Palmo Boat Ramp	8550 Palmo Fish Camp Rd	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
49	Pelican Inlet Walkover	7190 A1A South	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
50	Plantation Park (Fruit Cove)	3060/3180 Racetrack Rd	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
51	Ponte Vedra Park (Bird Island)	101 Library Blvd	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
52	RB Hunt Elem School Field	Red Cox Drive	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
53	Rattlesnake Island Park	Summer Island Access Rd off A1A South	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
54	Reef Restaurant Parking Lot	A1A North (Beachgoers)	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
55	Riverdale Park/Boat Ramp	981 County Rd 13 S	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
56	Rivertown Park	200 Swamp Oak Trail	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
57	Ron Parker Park	607 Old Beach Road	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
58	Royal Rd Park (St. Aug South)	709 Royal Road	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
59	Shands Pier (Orangedale)	CR 16A & CR 13N	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
60	Solano Road Beach Access	Solano Road East	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
61	S Ponte Vedra Park	A1A North (Ocean Side)	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
62	SE Intracoastal Park	8295 A1A South	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
63	Spyglass Walkover	8200 A1A South	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
64	St. Augustine Beach Pier	350 A1A Beach Blvd	\$ 7.50	5x/wk	\$ 150.00	\$ 1800.00
65	St. Aug South (Park on Curve)	Shore Dr & Moultrie Crk	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
66	Surfside Park (Vilano Beach)	3070 Coastal Hwy	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
67	Switzerland Point Middle School	777 Greenbriar Road	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
68	Treaty Park	1595 Wildwood Drive	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
69	Trout Creek Park	6795 Collier Road	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
70	Usina Boat Ramp (Vilano Beach)	605 Euclid Ave	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
71	Usina Bridge Boardwalk	Beachcomber's Way	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
72	Vaill Point Park	630 Vaill Point Road	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
73	Vermont Heights Park	4235 Maine St / SR 207	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
74	Veterans Park	1332 CR 223	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
75	Vilano Boat Ramp	101 Vilano Causeway West of Vilano Bridge	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
76	Vilano Pier & Parking Lot	W end of Vilano Rd	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
77	Vilano Rd - 20 Trash Cans	Vilano Fishing Pier to Beach	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
78	WE Harris Community Center	400 E Harris Street	\$ 13.12	2x/wk	\$ 104.96	\$ 1259.52
79	Weff Rd	A1A S / W end of Weff Rd	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
80	W Aug District Park/Osceola Field	1600 Duval St	\$ 10.00	3x/wk	\$ 120.00	\$ 1440.00
81	W King Street	Between Orange St and Rodriquez	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00
82	Windswept Acres Park	5385 A1A South	\$ 18.75	1x/wk	\$ 75.00	\$ 900.00

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

No.: 1 Date Received: 3 December 2015

No.: 2 Date Received: 10 December 2015

No.: 3 Date Received: 16 December 2015

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 Bid Documents and Project Specifications.

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, 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 the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) 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 that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the Total Annual Price Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.



St. Johns County Board of County Commissioners

Purchasing Division

December 3, 2015

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No. 16-17, Trash Collection Services for St. Johns County Parks & Properties

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Clarification:

Any and all questions related to this project shall be directed, *in writing*, to Leigh A. Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM) on Monday, December 7, 2015, so that any necessary addenda may be issued in a timely manner.

**THE BID DUE DATE REMAINS December 16, 2015 AT 2:00 P.M.**

Acknowledgment

Sincerely,

*Stevie W. McGee 12/21/2015*

Signature and Date

Leigh A. Daniels, CPPB  
Senior Buyer

*Stevie W. McGee / President*

Printed Name/Title

*MCM Commercial Cleaning Concepts Inc.*

Company Name (Print)

END OF ADDENDUM NO. 1





St. Johns County Board of County Commissioners

Purchasing Division

December 10, 2015

**ADDENDUM #2**

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: Bid No. 16-17, Trash Collection Services for St. Johns County Parks & Properties**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

**The due date for bids has been changed to December 23, 2015 at 2:00 PM.**

**Acknowledgment**

Signature and Date

Printed Name/Title

Company Name (Print)

Sincerely,

Leigh A. Daniels, CPPB  
Senior Buyer

*Steve W. McGee / President*

*M & M Commercial Cleaning Concepts Inc.*

END OF ADDENDUM NO. 2



## St. Johns County Board of County Commissioners

Purchasing Division

December 16, 2015

### ADDENDUM #3

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: Bid No. 16-17, Trash Collection Services for St. Johns County Parks & Properties**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

### Questions:

1. Page 3, Paragraph 1: Will the County consider extending the response to the Bid from December 16, 2015 to February 10, 2016? As there is not a count of containers on site the operations pre-bid work is extensive. We do not feel there is enough time to adequately prepare a responsible bid in the time frame given.

**Answer: St. Johns County will not extend the bid due date.**

2. Page 9, Sub-Contractors: Are temporary laborers considered Sub-Contractors? Helpers are typically temporary employees from Labor Ready. Would helpers hired from Labor Ready be considered Sub-Contractors under this contract?

**Answer: At least one employee from the awarded contract vendor must be in the each vehicle. All employees including sub-contractors will be acceptable as long as each employee passes the required background check. Yes, Labor Ready will be considered the Sub-Contractor as long as their employees can pass the required background check.**

3. Page 10, Indemnity: Will the County please revise this section so that Contractor's indemnification obligations do not include any liability, claim, damage, loss, or expense caused by a party that is indemnified, and will the County please consider making such indemnification mutual between the County and Contractor?

**Answer: No, St. Johns County will not change this requirement.**

4. Page 10, Termination: Will the County consider permitting Contractor the right to terminate the Contract Agreement for the County's failure to perform or breach following written notice

thereof and a reasonable / designated period of time for the County to cure such failure to perform or breach?

**Answer: No, St. Johns County will not change this requirement.**

5. Page 10, Termination, Paragraphs 2 and 3: Due to Contractor's investment in time and capital to provide these services, will the County please revise this section to delete the County's right to terminate the Contract Agreement for convenience in paragraph 2 as well as the references to termination for convenience in paragraph 3?

**Answer: No, St. Johns County will not change this requirement.**

6. Page 10, Pricing: Will the County please revise the CPI index to Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics?

**Answer: Yes, the County will use the CPI listed above.**

7. Pages 10-11, Method of Payment: Will the County please revise this section so that Contractor invoices are paid unconditionally within thirty (30) days from the County's receipt of an invoice and that payments not made on or before their due date shall be subject to late fees of one and one-half percent (1.5%) per month, or portion thereof (or, the maximum allowed by law, if less)?

**Answer: No payments will be made unconditionally. The County will pay invoice per F.S. 218.74.**

8. Page 11, Insurance: Will the County please make the following revisions to the insurance provision:

- a. Will the County insert the words "via certificate of insurance" after the words "proof of insurance" in third line of this section?
- b. Will the County delete the words "no material change or" from fifth line of this section?
- c. Will the County delete the words "and Professional Liability" from seventh line of this section?
- d. Will the County delete the words "In the event of. ....these insurance requirements" from second line of this section?

**Answer: No, St. Johns County will not change these requirements.**

9. Page 27, Scope of Work: Will the County update the contract to state the Contractor collects only what is in the trash can containers?

**Answer: No, St. Johns County will not change this requirement.**

10. Page 27, Scope of Work: Will the County please revise this section so that the County agrees to provide Contractor sufficient access to service sites and that the County will keep such areas free from any encumbrances?

**Answer: There has always been and always will be "sufficient" access to service sites therefore no changes to this requirement.**

11. Page 27, Scope of Work; Page 28, Damages: Will the County please revise these sections as applicable so that Contractor is responsible for damage to property only if such damage is caused by Contractor's negligence or willful misconduct, excluding any wear and tear?

**Answer: The only damage that could be caused by the contractor would be from negligence or misconduct. Example: rutting up an athletic field or perimeter area because of excess rain. If that happens SJC Employees would bring the can to a dry area and place back.**

12. Page 27, Scheduling: Does the Contractor have the ability to change days of service to increase efficiency?

**Answer: No, Parks & Recreation has set the scheduling according to the usage of the various parks, boat ramps, and all other properties.**

13. Page 27, Trash Cans/Containers: Will the County please clarify what happens if recycling is added at sites? Will the Contractor be able to increase the rates?  
**Answer: If recycling is added to the park, but not the contract, then SJC will be responsible for the emptying of the recycling. It has been determined that more than 50 % of the material in the parks that is collected is recycling.**
14. Page 28, Scheduling: What time can the Contractor begin collecting at Beach sites?  
**Answer: The only park that has a time restriction is DeLeon Shores which is no dumping before 8am.**
15. How are extra pick-ups handled? Does the Contractor receive the rate per site quoted?  
**Answer: The County will pay for extra pickups per site/per day.**
16. In our initial research, several of the trash receptacles are locked. Who is responsible for the locks? Who is responsible for the keys?  
**Answer: The contractor will be given a key to any locked receptacle and it's their responsibility to keep the key with them. SJC is responsible for the locks and the shape the locks are in. If the contractor loses or damages the locks repeatedly it will be their responsibility to replace the locks with the same keyed lock.**
17. What was the monthly expenditure budgeted for this work in 2015?  
**Answer: \$10,000 per month**
18. How many trucks are currently used to collect all sites?  
**Answer: The current Contractor uses three (3) trucks.**
19. How many employees are currently used to service all sites?  
**Answer: The current Contractor uses 4-5 employees.**
20. What is the average monthly tonnage for all sites?  
**Answer: 22 tons per month**
21. When will the contract begin?  
**Answer: April 1, 2016**
22. Are any collection sites on the sand/beach?  
**Answer: Some Dirt/Sand at sites, but not actually on a beach. There is no trash collection on SJC beaches.**
23. Are there any front load containers included in this bid?  
**Answer: No**
24. What if a holiday falls on a collection day?  
**Answer: The collection day is the collection day even when falling on a holiday unless the contractor and the Park Maintenance Superintendent come to an agreement in advance on a **TEMPORARY** change of schedule.**
25. How does the County handle additional sites?  
**Answer: Any additional sites will be added to the contract and priced per the contractors pricing guidelines in the contract.**
26. What happens if a barrel is stolen or missing? Is the County responsible?  
**Answer: St. Johns County will be responsible to replace missing trash containers.**
27. Will the County please revise the Contract Agreement to include a description, including all relevant definitions, of the types of waste Contractor will be required to collect and dispose of, as

well as the types of waste Contractor will not collect or dispose of, such as hazardous or unacceptable waste?

**Answer: In the event that waste is left that the contractor deems as "hazardous" or harmful to health concerns, they are then to contact local law enforcement as well as the Parks & Recreation Department to report the "hazardous" materials.**

28. Will the County please revise this section to clarify that Contractor acquires title to waste when it is loaded into Contractor's trucks, that title to and liability for any hazardous waste and unacceptable waste will remain with the County and at no time pass to Contractor, and the process that governs if either (1) Contractor discovers unacceptable waste before it is collected by Contractor; or (2) if Contractor does not discover unacceptable waste before collecting it.

**Answer: No, St. Johns County will not change this requirement.**

29. Will the County please revise the Contract Agreement to include a force majeure provision?

**Answer: No, St. Johns County will not change this requirement.**

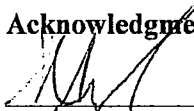
30. Will the County please agree to enforce this Contract Agreement as an exclusive franchise to Contractor?

**Answer: No, St. Johns County will not change this requirement.**

**THE BID DUE DATE REMAINS December 23, 2015 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

  
12/21/2015  
Signature and Date

Leigh A. Daniels, CPPB  
Senior Buyer

Steve W. McGee / President  
Printed Name/Title

M&M Commercial Cleaning Concepts Inc.  
Company Name (Print)

**END OF ADDENDUM NO. 3**

**CORPORATE/COMPANY**

Full Legal Company Name: M + M Commerical Cleaning Concepts Inc. (Seal)

By: [Signature] Steve W. Moore / President  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: 2771-29 monument Rd. Ste 369 Jacksonville, FL 32225  
Telephone No.: (904) 334-4415 Fax No.: (904) 619-3407

Email Address for Authorized Company Representative: m-mcleaningconcepts@comcast.net  
Federal I.D. Tax Number: 46-2622570 DUNS #: \_\_\_\_\_  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Unit Price List
  - Attachment "B" – Affidavit
  - Attachment "C" – Certificate as to Corporate Principal
  - Attachment "D" – License / Certification List
  - Attachment "E" – Jessica Lunsford Act Form
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "B"

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 Stevie McGee who being duly sworn, deposes and says he is President (Title) of the firm of M+M Commercial Cleaning Concepts, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-17, Trash Collection Services for SJC Parks & Properties, in St. Johns County, Florida.

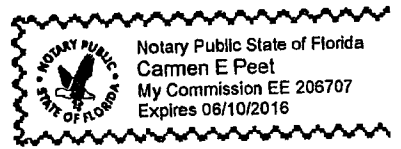
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor 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.

[Signature]  
(Bidder)

Sworn and subscribed to me this 22 day  
of December, 20 15.

By: Stevie W. McGee  
President  
(Title)

Notary Public: Carmen E. Peet  
Signature Carmen E. Peet  
Printed



My commission Expires: 6/10/16

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

ATTACHMENT "C"  
CERTIFICATES AS TO CORPORATE PRINCIPAL

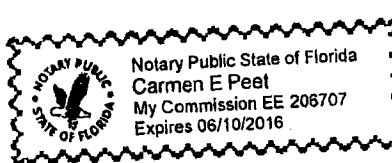
I, Stevie McGee, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Stevie McGee who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

[Signature]  
Secretary Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the and that he has been authorized by Stevie McGee to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 22 day of December, 2015, A.D.



NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires:

Carmen E. Peet

6/10/2016

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)



**ATTACHMENT "D"**  
**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
ST. JOHN'S COUNTY 2015 Business TAX Receipt 2014	49091	ST. JOHN'S COUNTY TAX Collector	September 30, 2014
ST. JOHN'S COUNTY 2014 Business TAX Receipt 2015	49091	ST. JOHN'S COUNTY TAX Collector	September 30, 2015
Duval County Business TAX Receipt 2015-2014	250059	Duval County TAX Collector	September 30, 2014
Duval County Business TAX Receipt 2014-2015	250059	Duval County TAX Collector	September 30, 2015
Common Stock Shares	—	State of Florida	—
Florida Profit Corp. Reinstatement	CR6067967575	State of Florida	Dec 10, 2014

RECEIPT IS ISSUED PURSUANT  
COUNTY ORDINANCE 87-36

### 2015/2016 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 49091

EXPIRES September 30, 2016

TYPE OF BUSINESS 000224 CLEANING SERVICE

ADDRESS 2771-29 MONUMENT ROAD STE 369  
JACKSONVILLE, FL 32225

NAME M AND M COMMERCIAL CLEANING CONCEPTS INC  
TAX COLLECTOR  
M AND M COMMERCIAL CLEANING CONCEPTS INC

ADDRESS 2771-29 MONUMENT RD STE 369  
JACKSONVILLE, FL 32225

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-3007827.0001-0001 305 12/09/2015 26.40



X NEW BUSINESS TRANSFER ORIGINAL TAX	22.00
AMOUNT	22.00
PENALTY	4.40
COLLECTION COST	
TOTAL	26.40

**DENNIS W. HOLLINGSWORTH**  
**ST. JOHNS COUNTY TAX COLLECTOR**

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

RECEIPT IS ISSUED PURSUANT  
COUNTY ORDINANCE 87-36

### 2015/2016 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 49091

EXPIRES September 30, 2016

TYPE OF BUSINESS 000224 CLEANING SERVICE

ADDRESS 2771-29 MONUMENT ROAD STE 369  
JACKSONVILLE, FL 32225

NAME M AND M COMMERCIAL CLEANING CONCEPTS INC  
TAX COLLECTOR  
M AND M COMMERCIAL CLEANING CONCEPTS INC

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RECEIPT IS ISSUED PURSUANT  
COUNTY ORDINANCE 87-36

### 2015/2016 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 49091

EXPIRES September 30, 2016

TYPE OF BUSINESS 000224 CLEANING SERVICE

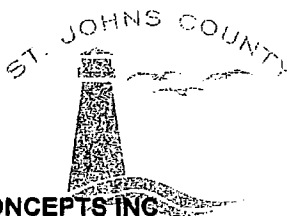
ADDRESS 2771-29 MONUMENT ROAD STE 369  
JACKSONVILLE, FL 32225

NAME M AND M COMMERCIAL CLEANING CONCEPTS INC  
TAX COLLECTOR  
M AND M COMMERCIAL CLEANING CONCEPTS INC

ADDRESS 2771-29 MONUMENT RD STE 369  
JACKSONVILLE, FL 32225

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-3007827.0001-0001 305 12/09/2015 26.40



X NEW BUSINESS TRANSFER ORIGINAL TAX	22.00
AMOUNT	22.00
PENALTY	4.40
COLLECTION COST	
TOTAL	26.40

**DENNIS W. HOLLINGSWORTH**  
**ST. JOHNS COUNTY TAX COLLECTOR**

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

THIS RECEIPT IS ISSUED PURSUANT  
TO COUNTY ORDINANCE 87-36

# 2014/2015 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

ACCOUNT 49091

EXPIRES September 30, 2015

TYPE OF BUSINESS 000224 CLEANING SERVICE

BUSINESS ADDRESS 2771-29 MONUMENT ROAD STE 369  
JACKSONVILLE, FL 32225

BUSINESS NAME M AND M GLOBAL CLEANING CONCEPTS INC  
OWNER M AND M GLOBAL CLEANING CONCEPTS INC

BILLING ADDRESS 2771-29 MONUMENT RD STE 369  
JACKSONVILLE, FL. 32225

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-3037334.0001-0001 306 09/29/2014 22.00

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



**2015-2016 BUSINESS TAX RECEIPT**  
**MICHAEL CORRIGAN, DUVAL COUNTY TAX COLLECTOR**  
231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370  
Phone: (904) 630-1916, option 3; Fax: (904) 630-1432  
Website: www.coj.net/tc; Email: taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.  
This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2015 through September 30, 2016.

M & M COMMERCIAL CLEANING CONCEPTS INC  
MCGEE, STEVIE W  
2771-29 MONUMENT RD  
STE 369  
JACKSONVILLE FL 32225

**ACCOUNT NUMBER:** 250069  
**LOCATION ADDRESS:** 14006 WILD HAMMOCK TRL  
JACKSONVILLE, FL 32226

**DESCRIPTION:** PUBLIC SERVICE OR REPAIR, NOT SPEC

<b>COUNTY RECEIPT DESC:</b>	PUBLIC SERVICE OR REPAIR, NOT SPEC	<b>COUNTY TAX:</b>	16.50
<b>MUNICIPAL RECEIPT DESC:</b>	MC 772.326-15	<b>MUNICIPAL TAX:</b>	43.50
		<b>TOTAL TAX PAID:</b>	60.00

**VALID UNTIL September 30, 2016**

**\*\*\*ATTENTION\*\*\***

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.**  
**CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

*Michael Corrigan J.*

TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**

PAID-866215.0001-0001 E07



**2014-2015 BUSINESS TAX RECEIPT**  
**MICHAEL CORRIGAN, DUVAL COUNTY TAX COLLECTOR**  
 231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370  
 Phone: (904) 630-1916, option 3; Fax: (904) 630-1432  
 Website: www.coj.net/tc; Email: taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.  
 This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period  
 October 1, 2014 through September 30, 2015.

M & M COMMERCIAL CLEANING CONCEPTS INC  
 MCGEE, STEVIE W  
 2771-29 MONUMENT RD  
 STE 369  
 JACKSONVILLE FL 32225

<b>ACCOUNT NUMBER:</b>	250059		
<b>LOCATION ADDRESS:</b>	14006 WILD HAMMOCK TRL JACKSONVILLE, FL 32226		
<b>DESCRIPTION:</b>	PUBLIC SERVICE OR REPAIR, NOT SPEC		
<b>COUNTY RECEIPT DESC:</b>	PUBLIC SERVICE OR REPAIR, NOT SPEC	<b>COUNTY TAX:</b>	13.75
<b>MUNICIPAL RECEIPT DESC:</b>	MC 772.326-15	<b>MUNICIPAL TAX:</b>	36.25
		<b>TOTAL TAX PAID:</b>	50.00

**VALID UNTIL September 30, 2015**

**\*\*\*ATTENTION\*\*\***

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.**  
 CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

*Michael Corrigan*

TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**

PAID-87397.9601-000: A03 02/05/2015 50.00

#C0001 - C0050

ORGANIZED UNDER THESE OF THE STATE OF FLORIDA

# M&M COMMERCIAL CLEANING CONCEPTS INC

100 SHARES COMMON STOCK      \$1.00 PAR VALUE

This Certifies that STEVIE MCGEE, is holder of 100 Shares of the 100 shares of the total  
stock issued by the above named Corporation.

This evidences 50% of the total shares of stock issued by the corporation.

In Witness Whereof, the said Corporation has caused this Certificate to be signed by the duly  
authorized officer this 25th day of April, 2013.



\_\_\_\_\_  
PRESIDENT

**2015 FLORIDA PROFIT CORPORATION REINSTATEMENT**

DOCUMENT# P13000036226

Entity Name: M & M COMMERCIAL CLEANING CONCEPTS INC

**Current Principal Place of Business:**

2771-29 MONUMENT RD  
369  
JACKSONVILLE, FL 32225

**Current Mailing Address:**

2771-29 MONUMENT RD  
369  
JACKSONVILLE, FL 32225 US

FEI Number: 46-2622570

Certificate of Status Desired: No

**Name and Address of Current Registered Agent:**

MCGEE, STEVIE W  
14006 WILD HAMMOCK TR  
JACKSONVILLE, FL 32226 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: STEVIE MCGEE

12/10/2015

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title P  
Name MCGEE, STEVIE W  
Address 14006 WILD HAMMOCK TR  
City-State-Zip: JACKSONVILLE FL 32226

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above or on an attachment with all other like empowered.*

SIGNATURE: STEVIE MCGEE

PRESIDENT

12/10/2015

Electronic Signature of Signing Officer/Director Detail

Date

ATTACHMENT "E"  
SWORN STATEMENT PURSUANT TO SECTIONS 1012.465 AND 1012.467,  
FLORIDA STATUTES, THE JESSICA LUNSFORD ACT

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

1. This sworn statement is submitted to St. Johns County, Florida (Hereinafter referred to as "County") by Stevie McGee

(Print individual's name and title)

for m+m Commercial Cleaning Concepts Inc whose business  
(Print Name of entity submitting sworn statement)

address is 2771-29 Monument Rd site 369  
Jacksonville FL 32225

and its Federal Employer Identification Number (FEIN) is 46-2622570. If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, Stevie McGee, am duly authorized to make this sworn statement on  
(Print individual's name and title)

behalf of M+M Commercial Cleaning Concepts Inc  
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amended the background screening requirements of Section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening", and further, I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract to perform services on school grounds.
5. I understand that pursuant to Section 1012.465, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Sections 1012.32 and 435.04, Florida Statutes.
6. I further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all "non-instructional contractors," which is defined as any individual who received remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. "Non-instructional contractor" includes any employee of a contractor who performed services for the school district or the school under the contract and any subcontractor and its employees who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board are not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental.
7. I understand that as a S-Corp (e.g. A private contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business on any school grounds within St. Johns County, Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.
8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and non-instructional



contractors must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

- 9. I understand that St. Johns County, FL will implement local procedures to comply with screening requirements, as defined in Sections 1012.32, 1012.467 and 435.04. I understand that my company must comply with these local procedures as they are developed.
- 10. I understand that any costs and fees associated with the required background screening will be borne by my company.
- 11. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds. In addition, any personnel of the contractor found to have been convicted of any offenses listed in Section 1012.467(2)(g), shall not be permitted access on school grounds.
- 12. I understand that the failure of any of the company's or my affected personnel to meet the screening standards as required by Sections 1012.465 and 1012.467, Florida Statutes, may disqualify my company from doing business on school grounds in St. Johns County, FL.
- 13. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES, THE JESSICA LUNSFORD ACT 2005.

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

*[Handwritten Signature]*  
\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this 22 day of December, 2015

Personally known \_\_\_\_\_

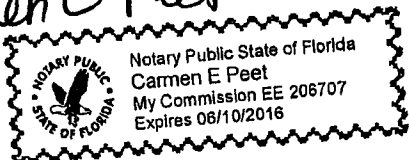
OR Produced Identification FL DL

Notary Public – State of Florida

FLDL \_\_\_\_\_  
(Type of Identification)

My commission expires 6/10/2016

CARMEN E. PEET  
(Printed typed or stamped commissioned name of notary public)

*Carmen E Peet*  


BID BOND

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that M&M Commercial Cleaning Concepts, Inc. as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars (\$Not to exceed 5%\*) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.\*of the total amount bid

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated December 22, 2015.

For  
Trash Collection Services for SJC Parks & Properties  
St. Johns County, Florida

**COPY**

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of December 17th A.D., 2015, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

Carmen Puet  
Hori Smith  
Jan 27

COPY

WITNESS:

James Mitchell

M&M Commercial Cleaning Concepts, Inc.

PRINCIPAL:

M&M Commercial Cleaning Concepts, Inc.

NAME OF FIRM:

[Signature]

SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

Stevie Megee, President

TITLE

2771-29 Monument Rd, Ste. 369

BUSINESS ADDRESS

Jacksonville, FL 32259

CITY

STATE

Hudson Insurance Company

SURETY:

Hudson Insurance Company

CORPORATE SURETY

[Signature]  
ATTORNEY-IN-FACT (AFFIX SEAL)

Peter A. Kessler, Attorney-in-Fact and  
FL Licensed Resident Agent

BUSINESS ADDRESS 1515 CR210 West, Ste.2

Jacksonville, FL 32259

CITY

STATE

Bonds Only, Inc.

NAME OF LOCAL INSURANCE AGENCY



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Peter A. Kessler

of the State of FL

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of

Seven Thousand Five Hundred Dollars (\$7,500.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.



*Dina Daskalakis*

Dina Daskalakis  
Corporate Secretary

HUDSON INSURANCE COMPANY

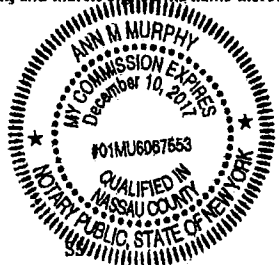
By *Christopher T. Suarez*  
Christopher T. Suarez  
Executive Vice President

COPY

STATE OF NEW YORK  
COUNTY OF NEW YORK. SS.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



*Ann M. Murphy*  
ANN M. MURPHY  
Notary Public, State of New York  
No. 01MU6067553  
Qualified in Nassau County  
Commission Expires December 10, 2017

CERTIFICATION

STATE OF NEW YORK  
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 17th day of December, 2015



Form No. 10 8 2010 (v1)

By *Dina Daskalakis*  
Dina Daskalakis, Corporate Secretary

# SPECIFICATIONS

**BID NO: 16-17; TRASH COLLECTION SERVICES AT SJC PARKS & PROPERTIES**  
**MINIMUM SPECIFICATIONS & CONDITIONS**

**Scope of Work**

The Contractor shall provide any and all labor, equipment, materials, transportation, disposal, and supervision required to collect trash from County-owned trash cans located at the sites listed on the Official County Bid Form, provided herein. The Contractor shall remove any and all trash from inside the trash cans and wooden containers, and any and all trash, debris, litter, and discarded items located in and around the trash can containers. This includes large items, such as mattresses, appliances, boxes or other items discarded at the trash can site.

The Contractor shall be responsible for maintaining trash cans and areas located at athletic fields. The Contractor shall not drive across the athletic fields to get to the trash cans requiring maintenance. If, at any time, there is damage to any athletic field caused by the Contractor, it shall be the responsibility of the Contractor to fix the damages caused, at no additional cost to the County.

The Contractor shall not be required to collect or remove trash located in the park/property site not in or around the trash cans, or trash can containers. The Contractor shall notify the appropriate County Staff of any trash, debris, litter, or large, discarded items found at any of the specified locations that is outside the Contractor's area of responsibility.

**County Locations**

The Contractor shall be responsible for performing the required services at all locations stated herein. The County reserves the right to add and/or delete locations, change the service frequency of any locations, and/or change the requirements of the maintenance for any locations, at any time throughout the duration of the contract, as needed to properly address the conditions and needs of any of the included locations.

Any and all changes directed by the County shall be in the form of a Contract Amendment, issued to the Contractor for signature. Contract pricing may be adjusted in accordance with the change being made to the services under this Contract.

**Trash Cans/Containers**

The number of trash cans varies at each of the locations specified herein. This number is subject to change due to weather conditions, rise and fall of property usage, holiday events, etc. The County does not maintain a list of the number of containers at each location. It is the responsible of the Contractor to be aware of how many, and where the cans are placed at each of the included locations.

The containers at the sites are fifty (50) gallon drums. Some are inside wooden containers for looks and protection, some are not. The bid price is based on trash sites not per trash can/container.

The Contractor shall be responsible for providing trash can liners so that they may be replaced after every pick up. The cost for trash can liners shall be included in the pricing submitted with this Bid.

The Contractor shall notify the appropriate County Staff if any of the trash cans or trash can containers are missing or damaged so that the County can replace as needed.

There are no recycling containers requiring service under this bid at this time, these sites only require trash collection and disposal.

**Scheduling**

The frequency of collection for each site is stated on the Official County Bid Form, provided herein. Collection services shall be provided as follows for the different frequencies of collection:

5x/week: Monday / Tuesday / Wednesday / Thursday / Friday

3x/week: Monday / Wednesday / Friday

2x/week: Thursday / Sunday OR Monday / Friday

1x/week: Monday

Any other schedule requested by the Contractor must be approved, in writing, by the appropriate County Staff *prior* to any services being performed under an alternate schedule than stated herein. The Contractor shall perform any additional

collections, as requested by the County. Additional collections shall be performed at the unit price submitted on the Official County Bid Form, provided herein.

Any site along A1A is considered by St. Johns County to be a "beach site" and as such, service for these locations shall be completed by no later than 8:00am

### **Disposal**

The Contractor shall transport any and all trash, debris, litter and discarded items that have been collected at the locations specified herein to an approved, legally operating landfill. The Contractor shall be responsible for payment of the trash disposal as St. Johns County **will not** reimburse for trash disposal and/or scale tickets.

The Contractor may not dump trash in a County paid dumpster without prior approval by a Park Maintenance personnel's permission.

### **Notifications**

The Contractor shall notify the appropriate County Staff of any and all materials that are suspected to be harmful or hazardous immediately upon discovery. The Contractor shall not collect, transport, or dispose of any such materials. These materials include, but are not limited to flammable explosives, petroleum products, toxic substances, asbestos, or any other substance or material that can/may produce fumes, flames, or particles that are potentially harmful or hazardous to Contractor personnel upon exposure.

### **Equipment**

The Contractor shall be required to furnish any and all equipment and vehicles necessary to perform any and all services as specified herein and required under this contract. Failure on the part of the Contractor to provide equipment and/or vehicles sufficient to perform the required services may result in termination of the Contract.

Any and all Contractor vehicles, vessels, and equipment shall be prominently marked with the Contractor company name and contact telephone number, and shall be in good working condition, with no apparent disrepair or unsightly conditions on any part of the vehicle, vessel, or equipment.

All standard equipment, safety equipment and lighting required or mandated by State, Federal, OSHA or ADA regulations must be provided by the Contractor at all times. All safety devices shall be properly installed and maintained in proper working condition at all times throughout the duration of the Contract. If, at any time, the County determines that any safety equipment is deficient in any way, the Contractor shall immediately remove the equipment from service and shall keep the equipment out of service until the deficiency is corrected to the satisfaction of the County.

### **Damages**

Any and all fixtures and improvements located at any County facility, or on County property, damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.



## St. Johns County Board of County Commissioners

Purchasing Division

December 3, 2015

### ADDENDUM #1

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: Bid No. 16-17, Trash Collection Services for St. Johns County Parks & Properties**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

### Clarification:

Any and all questions related to this project shall be directed, *in writing*, to Leigh A. Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM) on **Monday, December 7, 2015**, so that any necessary addenda may be issued in a timely manner.

**THE BID DUE DATE REMAINS December 16, 2015 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Leigh A. Daniels, CPPB  
Senior Buyer

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**





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

Purchasing Division

December 10, 2015

**ADDENDUM #2**

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: Bid No. 16-17, Trash Collection Services for St. Johns County Parks & Properties**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

**The due date for bids has been changed to December 23, 2015 at 2:00 PM.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Leigh A. Daniels, CPPB  
Senior Buyer

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 2**



## St. Johns County Board of County Commissioners

Purchasing Division

December 16, 2015

### ADDENDUM #3

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: Bid No. 16-17, Trash Collection Services for St. Johns County Parks & Properties**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.**

### Questions:

1. Page 3, Paragraph 1: Will the County consider extending the response to the Bid from December 16, 2015 to February 10, 2016? As there is not a count of containers on site the operations pre-bid work is extensive. We do not feel there is enough time to adequately prepare a responsible bid in the time frame given.  
**Answer: St. Johns County will not extend the bid due date.**
2. Page 9, Sub-Contractors: Are temporary laborers considered Sub-Contractors? Helpers are typically temporary employees from Labor Ready. Would helpers hired from Labor Ready be considered Sub-Contractors under this contract?  
**Answer: At least one employee from the awarded contract vendor must be in the each vehicle. All employees including sub-contractors will be acceptable as long as each employee passes the required background check. Yes, Labor Ready will be considered the Sub-Contractor as long as their employees can pass the required background check.**
3. Page 10, Indemnity: Will the County please revise this section so that Contractor's indemnification obligations do not include any liability, claim, damage, loss, or expense caused by a party that is indemnified, and will the County please consider making such indemnification mutual between the County and Contractor?  
**Answer: No, St. Johns County will not change this requirement.**
4. Page 10, Termination: Will the County consider permitting Contractor the right to terminate the Contract Agreement for the County's failure to perform or breach following written notice

thereof and a reasonable / designated period of time for the County to cure such failure to perform or breach?

**Answer: No, St. Johns County will not change this requirement.**

5. Page 10, Termination, Paragraphs 2 and 3: Due to Contractor's investment in time and capital to provide these services, will the County please revise this section to delete the County's right to terminate the Contract Agreement for convenience in paragraph 2 as well as the references to termination for convenience in paragraph 3?

**Answer: No, St. Johns County will not change this requirement.**

6. Page 10, Pricing: Will the County please revise the CPI index to Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics?

**Answer: Yes, the County will use the CPI listed above.**

7. Pages 10-11, Method of Payment: Will the County please revise this section so that Contractor invoices are paid unconditionally within thirty (30) days from the County's receipt of an invoice and that payments not made on or before their due date shall be subject to late fees of one and one-half percent (1.5%) per month, or portion thereof (or, the maximum allowed by law, if less)?

**Answer: No payments will be made unconditionally. The County will pay invoice per F.S. 218.74.**

8. Page 11, Insurance: Will the County please make the following revisions to the insurance provision:

- a. Will the County insert the words "via certificate of insurance" after the words "proof of insurance" in third line of this section?
- b. Will the County delete the words "no material change or" from fifth line of this section?
- c. Will the County delete the words "and Professional Liability" from seventh line of this section?
- d. Will the County delete the words "In the event of.....these insurance requirements" from second line of this section?

**Answer: No, St. Johns County will not change these requirements.**

9. Page 27, Scope of Work: Will the County update the contract to state the Contractor collects only what is in the trash can containers?

**Answer: No, St. Johns County will not change this requirement.**

10. Page 27, Scope of Work: Will the County please revise this section so that the County agrees to provide Contractor sufficient access to service sites and that the County will keep such areas free from any encumbrances?

**Answer: There has always been and always will be "sufficient" access to service sites therefore no changes to this requirement.**

11. Page 27, Scope of Work; Page 28, Damages: Will the County please revise these sections as applicable so that Contractor is responsible for damage to property only if such damage is caused by Contractor's negligence or willful misconduct, excluding any wear and tear?

**Answer: The only damage that could be caused by the contractor would be from negligence or misconduct. Example: rutting up an athletic field or perimeter area because of excess rain. If that happens SJC Employees would bring the can to a dry area and place back.**

12. Page 27, Scheduling: Does the Contractor have the ability to change days of service to increase efficiency?

**Answer: No, Parks & Recreation has set the scheduling according to the usage of the various parks, boat ramps, and all other properties.**

13. Page 27, Trash Cans/Containers: Will the County please clarify what happens if recycling is added at sites? Will the Contractor be able to increase the rates?  
**Answer: If recycling is added to the park, but not the contract, then SJC will be responsible for the emptying of the recycling. It has been determined that more than 50 % of the material in the parks that is collected is recycling.**
14. Page 28, Scheduling: What time can the Contractor begin collecting at Beach sites?  
**Answer: The only park that has a time restriction is DeLeon Shores which is no dumping before 8am.**
15. How are extra pick-ups handled? Does the Contractor receive the rate per site quoted?  
**Answer: The County will pay for extra pickups per site/per day.**
16. In our initial research, several of the trash receptacles are locked. Who is responsible for the locks? Who is responsible for the keys?  
**Answer: The contractor will be given a key to any locked receptacle and it's their responsibility to keep the key with them. SJC is responsible for the locks and the shape the locks are in. If the contractor loses or damages the locks repeatedly it will be their responsibility to replace the locks with the same keyed lock.**
17. What was the monthly expenditure budgeted for this work in 2015?  
**Answer: \$10,000 per month**
18. How many trucks are currently used to collect all sites?  
**Answer: The current Contractor uses three (3) trucks.**
19. How many employees are currently used to service all sites?  
**Answer: The current Contractor uses 4-5 employees.**
20. What is the average monthly tonnage for all sites?  
**Answer: 22 tons per month**
21. When will the contract begin?  
**Answer: April 1, 2016**
22. Are any collection sites on the sand/beach?  
**Answer: Some Dirt/Sand at sites, but not actually on a beach. There is no trash collection on SJC beaches.**
23. Are there any front load containers included in this bid?  
**Answer: No**
24. What if a holiday falls on a collection day?  
**Answer: The collection day is the collection day even when falling on a holiday unless the contractor and the Park Maintenance Superintendent come to an agreement in advance on a TEMPORARY change of schedule.**
25. How does the County handle additional sites?  
**Answer: Any additional sites will be added to the contract and priced per the contractors pricing guidelines in the contract.**
26. What happens if a barrel is stolen or missing? Is the County responsible?  
**Answer: St. Johns County will be responsible to replace missing trash containers.**
27. Will the County please revise the Contract Agreement to include a description, including all relevant definitions, of the types of waste Contractor will be required to collect and dispose of, as

well as the types of waste Contractor will not collect or dispose of, such as hazardous or unacceptable waste?

**Answer: In the event that waste is left that the contractor deems as "hazardous" or harmful to health concerns, they are then to contact local law enforcement as well as the Parks & Recreation Department to report the "hazardous" materials.**

28. Will the County please revise this section to clarify that Contractor acquires title to waste when it is loaded into Contractor's trucks, that title to and liability for any hazardous waste and unacceptable waste will remain with the County and at no time pass to Contractor, and the process that governs if either (1) Contractor discovers unacceptable waste before it is collected by Contractor; or (2) if Contractor does not discover unacceptable waste before collecting it.

**Answer: No, St. Johns County will not change this requirement.**

29. Will the County please revise the Contract Agreement to include a force majeure provision?

**Answer: No, St. Johns County will not change this requirement.**

30. Will the County please agree to enforce this Contract Agreement as an exclusive franchise to Contractor?

**Answer: No, St. Johns County will not change this requirement.**

**THE BID DUE DATE REMAINS December 23, 2015 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

Leigh A. Daniels, CPPB  
Senior Buyer

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 3**

**BID NO: 16-17****NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on **Wednesday, December 16, 2015** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 16-17; Trash Collection Services for St. Johns County Parks & Properties.** 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 purpose of this bid is to solicit pricing from interested and qualified vendors for the performance of trash collection services at specified County parks and other properties located throughout St. Johns County, FL. The awarded vendor shall be responsible for providing any and all materials, equipment, transportation, disposal, and labor necessary to perform the required services at the sites specified herein. Services shall be performed as scheduled for each location.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website [www.demandstar.com](http://www.demandstar.com) by requesting Document # **16-17**. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: [www.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx). Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Leigh A. Daniels, CPPB, St. Johns County Purchasing, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155.

Any and all questions related to this project shall be directed, *in writing*, to Leigh A, Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM) on **Wednesday, December 7, 2015**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

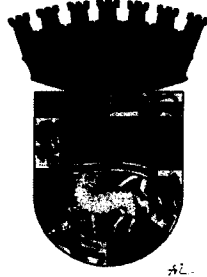
Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, 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, notice 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.

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BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_  
Deputy Clerk



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

**BID NO: 16-17**

**TRASH COLLECTION SERVICES FOR ST. JOHNS  
COUNTY PARKS & PROPERTIES**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department**

**500 San Sebastian View**

**St. Augustine, FL 32084  
904.209.0150**

**Final: 11/23/15**



## **TABLE OF CONTENTS**

### **FRONT END BID DOCUMENTS**

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Unit Price List

“B” – Affidavit

“C” – Certificate as to Corporate Principal

“D” – License/Certification List

“E” – Jessica Lunsford Act Form

Bid Bond

### **PROJECT SPECIFICATIONS**

**BID NO: 16-17**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on **Wednesday, December 16, 2015** by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 16-17; Trash Collection Services for St. Johns County Parks & Properties**. 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 purpose of this bid is to solicit pricing from interested and qualified vendors for the performance of trash collection services at specified County parks and other properties located throughout St. Johns County, FL. The awarded vendor shall be responsible for providing any and all materials, equipment, transportation, disposal, and labor necessary to perform the required services at the sites specified herein. Services shall be performed as scheduled for each location.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # **16-17**. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open\_Bids.aspx. Check the County’s site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Leigh A. Daniels, CPPB, St. Johns County Purchasing, via email to ldaniels@sjcfl.us or fax to (904) 209-0155.

Any and all questions related to this project shall be directed, *in writing*, to Leigh A. Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. Questions are due no later than four o’clock (4:00PM) on **Wednesday, December 7, 2015**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

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, notice 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.

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BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK  
BY: \_\_\_\_\_  
Deputy Clerk

# **FRONT END BID DOCUMENTS**

## INSTRUCTION TO BIDDERS

**OWNER:** The Board of County Commissioners of St. Johns County, Florida ("County")

**PROJECT:** BID NO.: 16-17; Trash Collection Services at SJC Parks & Properties

### DEFINITIONS

All definitions set forth in the General Conditions of the Contract 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.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

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

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

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 which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

### **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; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - 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 of interpretation of the Bidding Documents shall make a written request to the Owner at least **fourteen (14) 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 its Representative **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 County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

### **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to Leigh A. Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM) on **Wednesday, December 7, 2015**, so that any necessary addenda may be issued in a timely manner.

### **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 **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed on p. 15 of this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, 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: 16-17 - SEALED BID FOR TRASH COLLECTION SERVICES FOR SJC PARKS & PROPERTIES**”.

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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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 interlineations, 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.

**BID SECURITY**

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier’s check, in the amount of five percent (5%) of the Total Annual Price Bid submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier’s check must be made payable to the Board of County Commissioners of St. Johns County. Bidders are not required to submit Attachment “C” – Certificate as to Corporate Principal, or the Bid Bond forms provided herein if submitting a Bid Security in the form of a certified or cashier’s check.

If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in “Instructions to Bidders”. The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment “C” – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have

been rejected.

### **BID BOND INSTRUCTIONS**

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

### **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 or container.

The envelope or container 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. Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

### **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 seventy two (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 seventy two (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 Owner's Purchasing Manual. All of the terms and conditions of the Owner 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. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the Owner to award a contract to the vendor who submits the lowest responsive, responsible Total Annual Price Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

**QUALIFICATION OF CONTRACTORS**

Minimum Qualifications: Bidders must be licensed to do business in the State of Florida, and in St. Johns County, FL, and must have been in business a minimum of one (1) year prior to bid submission.

Each Bidder must complete Attachment “D” – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above. Upon award, and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

**JESSICA LUNSFORD ACT**

Multiple sites requiring the services described herein are located on school grounds. Each Bidder shall submit the required information on Attachment “E” – Jessica Lunsford Act Form.

Bidder and all persons, firms or entities working by, through or under this Contract shall at all times comply with the requirements of Sections 1012.32, 1012.465, Florida Statutes and the Jessica Lunsford Act, as amended from time to time by the Florida Legislature and/or as implemented by the County. Bidder acknowledges that the requirements for compliance with the referenced Statutes, Act and implementation requirements of the County, as they may be changed from time to time during the course of its performance of the work, is included in the Base Bid price. Bidder further acknowledges that it shall not be entitled to any increase in the Contract Time or price as a result of its compliance with the requirements of the referenced Statutes, Act or the County’s implementation requirements. Bidder hereby certifies that it and its subcontractors and suppliers, including all of their employees, laborers, staff, leased personnel or others working by through or under the direction of Bidder on the work shall comply with all of the requirements of the above referenced Statutes, Act and County’s implementation requirements at all times during the performance of the work and that such compliance will be at Bidder’s sole cost and expense. Upon request, Bidder shall immediately produce evidence of compliance with the above referenced Statutes, Act or County’s implementation requirements to the County, Design Consultant and/or Construction Program Manager as to any or all persons, firms, entities or others working at the Project site. Bidder shall be required to immediately remove any persons not in compliance with the requirements of the above referenced Statutes, Act and the County’s implementation requirements upon discovery of non-compliance and to report such non-compliance to the County.

**SUB-CONTRACTORS**

The awarded Contractor is not permitted to utilize any sub-contractors for any aspect of the work required under this bid.

**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Form to be Used: 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.

**EXECUTION OF CONTRACT DOCUMENTS**

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.



### **CONTRACT DURATION & RENEWAL**

If awarded, the initial contract term shall be for a period of one (1) calendar year, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract may be renewed in one (1) year increments, for a maximum of four (4) one-year renewals. These contract renewals shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

### **INDEMNITY**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

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

### **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 five (5) 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 five (5) 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.

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.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that vendor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

### **PRICING**

The pricing under this Bid shall remain firm throughout the duration of the initial 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 Renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. 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, unless otherwise approved by the County. 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, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

### **METHOD OF PAYMENT**

The Contractor shall submit an invoice to the SJC Recreation & Parks Department at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall

the invoice be submitted to the Owner in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

SJC Parks & Recreation  
ATTN: Jayne Delany  
2175 Mizell Road  
St. Augustine, FL 32080

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Price of product, Total Price of Invoice
- Description of Services Performed

### **REPORTING**

Along with the monthly invoice, the Contractor shall be required to submit a monthly report detailing all services performed as reflected on the invoice. The report shall be submitted according to the requirements stated in the specifications provided herein. Failure by the Contractor to properly submit report(s) as required, may result in a delay of payment of the submitted invoice. The County reserves the right to hold an invoice for payment until any and all required documentation and/or reporting is provided by the Contractor. The County shall notify the Contractor Representative immediately, via email, upon receipt of any invoice that is not accompanied by the required reporting documentation.

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

### **INSURANCE**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers’ Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers’ Compensation Insurance in at least such

amounts as is required by the law for all of its employees per Florida Statute 440.02.

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

**GOVERNING LAWS & REGULATIONS**

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 16-17**

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

**PROJECT:** Trash Collection Services for SJC Parks & Properties

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

DATE SUBMITTED: \_\_\_\_\_

**BID PROPOSAL OF**

\_\_\_\_\_  
Full Legal Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-17; Trash Collection Services for SJC Parks & Properties 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 bids quoted in this Bid Proposal summarized as follows:

**TOTAL ANNUAL PRICE BID:**

**FOR:** Trash Collection Services for SJC Parks & Properties

Note: Any and all fees, charges, and costs associated with performing the required services must be included in the annual price submitted below. The submitted unit prices shall be final cost to the County. No fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted below.

\_\_\_\_\_  
Total Annual Price Bid Written in Numerals

/ 100

\_\_\_\_\_  
Total Annual Price Bid Written in Words

Each Bidder shall insert the Total Annual Price Bid in both numerals and words. If there is a discrepancy, the amount written in words shall prevail as the correct bid amount. Bidders shall use the unit prices submitted on Attachment "A" – Unit Price List, on subsequent pages to calculate the Total Annual Price Bid.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

In the event of a discrepancy, the County shall calculate the Total Annual Price Bid using the submitted unit prices to determine the lowest, responsive, responsible bidder.

**ATTACHMENT "A"**  
**UNIT PRICE LIST**

Each Bidder shall submit the unit prices for each location as provided below. These unit prices shall dictate the annual bid price submitted on the Official County Bid Form on p. 14 above. Failure to submit unit prices for any included site may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Prices submitted below for additional, as needed, services at the specified locations.

1	Aberdeen Park	1401 Shetland Dr	\$	3x/wk	\$	\$
2	Alpines Grove Park (Switzerland)	2060 State Rd 13N	\$	2x/wk	\$	\$
3	Amphitheatre	1340 A1A South	\$	3x/wk	\$	\$
4	Armstrong Park	4950 Harvey Avenue	\$	1x/wk	\$	\$
5	Beach Services Office	901 Pope Road	\$	2x/wk	\$	\$
6	Boating Club Rd Boat Ramp	West end of Boating Club Rd, on A1A N	\$	1x/wk	\$	\$
7	Butler East Park	5860 A1A South	\$	3x/wk	\$	\$
8	Butler West Park	400 Riverside Blvd	\$	1x/wk	\$	\$
9	Canal Blvd & S Roscoe Blvd	West end of Canal Blvd	\$	2x/wk	\$	\$
10	Canopy Shores Park	804 Christina Drive	\$	1x/wk	\$	\$
11	Collier/Blocker/Puryear Park	10 North Holmes Blvd	\$	2x/wk	\$	\$
12	Cornerstone Park	1046 A1A North	\$	2x/wk	\$	\$
13	Crescent Beach Park	A1A S & Cabbage Rd	\$	3x/wk	\$	\$
14	Davis Park	210 Davis Park Rd	\$	3x/wk	\$	\$
15	Deep Creek Boat Ramp	SR 206 & SR 207	\$	1x/wk	\$	\$
16	DeLeon Shores (Ponte Vedra)	9 Dolphin Rd	\$	2x/wk	\$	\$
17	Doug Crane Boat Ramp	Shore Drive, 1 <sup>st</sup> Entrance	\$	3x/wk	\$	\$
18	Durbin Crossing Park	345 Islesbrook Parkway	\$	3x/wk	\$	\$
19	Eddie Vickers Park	399 Iberia Street	\$	1x/wk	\$	\$
20	Equestrian Center	8200 Smith Road	\$	1x/wk	\$	\$
21	F.A. Pope Rd Parking Lot	East end of Pope Road on A1A South	\$	3x/wk	\$	\$
22	Fairgrounds	5840 State Road 207	\$	2x/wk	\$	\$
23	Flagler Estates (Oliver Park)	9970 Oliver Rd	\$	1x/wk	\$	\$
24	Gamble Rogers Middle School	6250 US 1 South	\$	2x/wk	\$	\$
25	Gate Station (Ponte Vedra)	A1A N	\$	2x/wk	\$	\$
26	Green Rd Boat Ramp	West end of Green Rd on A1A South	\$	1x/wk	\$	\$
27	Hamilton Upchurch Skate Park	Red Cox Rd	\$	2x/wk	\$	\$
28	Hastings Rec Center	6140 S Main Street	\$	2x/wk	\$	\$
29	Joe Pomar Park	1600 Masters Drive	\$	2x/wk	\$	\$
30	Ketterlinus Gym	60 Orange Street	\$	3x/wk	\$	\$
31	Landrum Middle School Field	230 Landrum Lane	\$	2x/wk	\$	\$
32	Lighthouse Tennis Court	Red Cox Drive Westside of Road	\$	1x/wk	\$	\$
33	Mary Street Parking Lot/ Beach Walkover	Mary Street & Gloria Ave	\$	1x/wk	\$	\$
34	Matanzas Bridge Parking Lot	SE Side of Matanzas Bridge	\$	2x/wk	\$	\$
35	Micklers Landing Parking Lot	Mickler Road & Palm Valley Blvd	\$	3x/wk	\$	\$
36	Mill Creek Elem School Field	3750 Intl Golf Parkway	\$	1x/wk	\$	\$

37	Mills Field	1805 Racetrack Road	\$	3x/wk	\$	\$
38	Moultrie Boat Ramp / Bluff	S end of Jasmine Rd on Shore Dr	\$	2x/wk	\$	\$
39	Nease House	3171 Coastal Highway	\$	1x/wk	\$	\$
40	Nocatee Park	707 Little River Road	\$	3x/wk	\$	\$
41	North Beach Park	3721 Coastal Hwy North	\$	3x/wk	\$	\$
42	North Shore Park (Vilano)	120 Meadow Avenue	\$	2x/wk	\$	\$
43	Old A1A Site (Ocean Side)	Old A1A South of Matanzas Bridge	\$	2x/wk	\$	\$
44	Pacetti Bay Athletic Fields	245 Meadowlark Lane	\$	2x/wk	\$	\$
45	Palencia Park	649 Palencia Club Drive	\$	2x/wk	\$	\$
46	Palm Valley Boat Ramp	East Side of Palm Valley Bridge	\$	2x/wk	\$	\$
47	Palmetto Boat Ramp	Palmetto Road & A1A S	\$	1x/wk	\$	\$
48	Palmo Boat Ramp	8550 Palmo Fish Camp Rd	\$	1x/wk	\$	\$
49	Pelican Inlet Walkover	7190 A1A South	\$	1x/wk	\$	\$
50	Plantation Park (Fruit Cove)	3060/3180 Racetrack Rd	\$	3x/wk	\$	\$
51	Ponte Vedra Park (Bird Island)	101 Library Blvd	\$	2x/wk	\$	\$
52	RB Hunt Elem School Field	Red Cox Drive	\$	2x/wk	\$	\$
53	Rattlesnake Island Park	Summer Island Access Rd off A1A South	\$	2x/wk	\$	\$
54	Reef Restaurant Parking Lot	A1A North (Beachgoers)	\$	1x/wk	\$	\$
55	Riverdale Park/Boat Ramp	981 County Rd 13 S	\$	2x/wk	\$	\$
56	Rivertown Park	200 Swamp Oak Trail	\$	3x/wk	\$	\$
57	Ron Parker Park	607 Old Beach Road	\$	3x/wk	\$	\$
58	Royal Rd Park (St. Aug South)	709 Royal Road	\$	2x/wk	\$	\$
59	Shands Pier (Orangedale)	CR 16A & CR 13N	\$	3x/wk	\$	\$
60	Solano Road Beach Access	Solano Road East	\$	2x/wk	\$	\$
61	S Ponte Vedra Park	A1A North (Ocean Side)	\$	3x/wk	\$	\$
62	SE Intracoastal Park	8295 A1A South	\$	2x/wk	\$	\$
63	Spyglass Walkover	8200 A1A South	\$	1x/wk	\$	\$
64	St. Augustine Beach Pier	350 A1A Beach Blvd	\$	5x/wk	\$	\$
65	St. Aug South (Park on Curve)	Shore Dr & Moultrie Crk	\$	1x/wk	\$	\$
66	Surfside Park (Vilano Beach)	3070 Coastal Hwy	\$	3x/wk	\$	\$
67	Switzerland Point Middle School	777 Greenbriar Road	\$	2x/wk	\$	\$
68	Treaty Park	1595 Wildwood Drive	\$	3x/wk	\$	\$
69	Trout Creek Park	6795 Collier Road	\$	3x/wk	\$	\$
70	Usina Boat Ramp (Vilano Beach)	605 Euclid Ave	\$	2x/wk	\$	\$
71	Usina Bridge Boardwalk	Beachcomber's Way	\$	2x/wk	\$	\$
72	Vaill Point Park	630 Vaill Point Road	\$	2x/wk	\$	\$
73	Vermont Heights Park	4235 Maine St / SR 207	\$	1x/wk	\$	\$
74	Veterans Park	1332 CR 223	\$	3x/wk	\$	\$
75	Vilano Boat Ramp	101 Vilano Causeway West of Vilano Bridge	\$	3x/wk	\$	\$
76	Vilano Pier & Parking Lot	W end of Vilano Rd	\$	3x/wk	\$	\$
77	Vilano Rd – 20 Trash Cans	Vilano Fishing Pier to Beach	\$	1x/wk	\$	\$
78	WE Harris Community Center	400 E Harris Street	\$	2x/wk	\$	\$
79	Weff Rd	A1A S / W end of Weff Rd	\$	1x/wk	\$	\$
80	W Aug District Park/Osceola Field	1600 Duval St	\$	3x/wk	\$	\$
81	W King Street	Between Orange St and Rodriguez	\$	1x/wk	\$	\$
82	Windswept Acres Park	5385 A1A South	\$	1x/wk	\$	\$

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 Bid Documents and Project Specifications.

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, 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 the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) 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 that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the Total Annual Price Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.



**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

By: \_\_\_\_\_  
Signature of Authorized Representative (Name & Title typed or printed)

Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Unit Price List
  - Attachment "B" – Affidavit
  - Attachment "C" – Certificate as to Corporate Principal
  - Attachment "D" – License / Certification List
  - Attachment "E" – Jessica Lunsford Act Form
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

ATTACHMENT "B"

**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 \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-17, Trash Collection Services for SJC Parks & Properties, 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, nor 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.

\_\_\_\_\_  
(Bidder)

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Sworn and subscribed to me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_.

Notary Public:  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

My commission Expires: \_\_\_\_\_

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

**ATTACHMENT "C"**  
**CERTIFICATES AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that \_\_\_\_\_ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of it's governing body.

\_\_\_\_\_

Secretary

\_\_\_\_\_

Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the and that he has been authorized by \_\_\_\_\_ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, A.D.

NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires:

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

**ATTACHMENT "D"**  
**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

**ATTACHMENT "E"**  
**SWORN STATEMENT PURSUANT TO SECTIONS 1012.465 AND 1012.467,**  
**FLORIDA STATUTES, THE JESSICA LUNSFORD ACT**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to St. Johns County, Florida (Hereinafter referred to as "County") by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_ whose business  
(Print Name of entity submitting sworn statement)

address is \_\_\_\_\_

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

2. I, \_\_\_\_\_, am duly authorized to make this sworn statement on  
(Print individual's name and title)

behalf of \_\_\_\_\_  
(Print Name of entity submitting sworn statement)

3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.

4. I understand that the Act amended the background screening requirements of Section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening", and further, I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract to perform services on school grounds.

5. I understand that pursuant to Section 1012.465, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Sections 1012.32 and 435.04, Florida Statutes.

6. I further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all "non-instructional contractors," which is defined as any individual who received remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. "Non-instructional contractor" includes any employee of a contractor who performed services for the school district or the school under the contract and any subcontractor and its employees who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board are not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental.

7. I understand that as a \_\_\_\_\_ (e.g. A private contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business on any school grounds within St. Johns County, Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.

8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and non-instructional

contractors must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

9. I understand that St. Johns County, FL will implement local procedures to comply with screening requirements, as defined in Sections 1012.32, 1012.467 and 435.04. I understand that my company must comply with these local procedures as they are developed.
10. I understand that any costs and fees associated with the required background screening will be borne by my company.
11. I understand that any personnel of the contractor found through fingerprint processing and subsequent level 2 background screening to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or any leased premises where school-sponsored activities are taking place when students are present, shall not be permitted direct contact with students, and shall not be permitted to have access to school district funds. In addition, any personnel of the contractor found to have been convicted of any offenses listed in Section 1012.467(2)(g), shall not be permitted access on school grounds.
12. I understand that the failure of any of the company's or my affected personnel to meet the screening standards as required by Sections 1012.465 and 1012.467, Florida Statutes, may disqualify my company from doing business on school grounds in St. Johns County, FL.
13. I hereby certify that the foregoing statement is true and correct in relation to the company for which I am submitting this sworn statement. I further certify that this statement is being given knowingly and voluntarily by me on behalf of my company.

The company submitting this sworn statement agrees to be bound by the provisions of SECTIONS 1012.32, 1012.465, 1012.467 AND 435.04, FLORIDA STATUTES, THE JESSICA LUNSFORD ACT 2005.

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

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars (\$ \_\_\_\_\_) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated \_\_\_\_\_, 20\_\_.

**For**

**Trash Collection Services for SJC Parks & Properties**

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this day of \_\_\_\_\_ A.D., 20\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).  
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
PRINCIPAL:

\_\_\_\_\_  
NAME OF FIRM:

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
SURETY:

\_\_\_\_\_  
CORPORATE SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT (AFFIX SEAL)

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
CITY STATE

\_\_\_\_\_  
NAME OF LOCAL INSURANCE AGENCY



# SPECIFICATIONS

**BID NO: 16-17; TRASH COLLECTION SERVICES AT SJC PARKS & PROPERTIES**  
**MINIMUM SPECIFICATIONS & CONDITIONS**

**Scope of Work**

The Contractor shall provide any and all labor, equipment, materials, transportation, disposal, and supervision required to collect trash from County-owned trash cans located at the sites listed on the Official County Bid Form, provided herein. The Contractor shall remove any and all trash from inside the trash cans and wooden containers, and any and all trash, debris, litter, and discarded items located in and around the trash can containers. This includes large items, such as mattresses, appliances, boxes or other items discarded at the trash can site.

The Contractor shall be responsible for maintaining trash cans and areas located at athletic fields. The Contractor shall not drive across the athletic fields to get to the trash cans requiring maintenance. If, at any time, there is damage to any athletic field caused by the Contractor, it shall be the responsibility of the Contractor to fix the damages caused, at no additional cost to the County.

The Contractor shall not be required to collect or remove trash located in the park/property site not in or around the trash cans, or trash can containers. The Contractor shall notify the appropriate County Staff of any trash, debris, litter, or large, discarded items found at any of the specified locations that is outside the Contractor's area of responsibility.

**County Locations**

The Contractor shall be responsible for performing the required services at all locations stated herein. The County reserves the right to add and/or delete locations, change the service frequency of any locations, and/or change the requirements of the maintenance for any locations, at any time throughout the duration of the contract, as needed to properly address the conditions and needs of any of the included locations.

Any and all changes directed by the County shall be in the form of a Contract Amendment, issued to the Contractor for signature. Contract pricing may be adjusted in accordance with the change being made to the services under this Contract.

**Trash Cans/Containers**

The number of trash cans varies at each of the locations specified herein. This number is subject to change due to weather conditions, rise and fall of property usage, holiday events, etc. The County does not maintain a list of the number of containers at each location. It is the responsible of the Contractor to be aware of how many, and where the cans are placed at each of the included locations.

The containers at the sites are fifty (50) gallon drums. Some are inside wooden containers for looks and protection, some are not. The bid price is based on trash sites not per trash can/container.

The Contractor shall be responsible for providing trash can liners so that they may be replaced after every pick up. The cost for trash can liners shall be included in the pricing submitted with this Bid.

The Contractor shall notify the appropriate County Staff if any of the trash cans or trash can containers are missing or damaged so that the County can replace as needed.

There are no recycling containers requiring service under this bid at this time, these sites only require trash collection and disposal.

**Scheduling**

The frequency of collection for each site is stated on the Official County Bid Form, provided herein. Collection services shall be provided as follows for the different frequencies of collection:

- 5x/week: Monday / Tuesday / Wednesday / Thursday / Friday
- 3x/week: Monday / Wednesday / Friday
- 2x/week: Thursday / Sunday OR Monday / Friday
- 1x/week: Monday

Any other schedule requested by the Contractor must be approved, in writing, by the appropriate County Staff *prior* to any services being performed under an alternate schedule than stated herein. The Contractor shall perform any additional

collections, as requested by the County. Additional collections shall be performed at the unit price submitted on the Official County Bid Form, provided herein.

Any site along A1A is considered by St. Johns County to be a "beach site" and as such, service for these locations shall be completed by no later than 8:00am

**Disposal**

The Contractor shall transport any and all trash, debris, litter and discarded items that have been collected at the locations specified herein to an approved, legally operating landfill. The Contractor shall be responsible for payment of the trash disposal as St. Johns County **will not** reimburse for trash disposal and/or scale tickets.

The Contractor may not dump trash in a County paid dumpster without prior approval by a Park Maintenance personnel's permission.

**Notifications**

The Contractor shall notify the appropriate County Staff of any and all materials that are suspected to be harmful or hazardous immediately upon discovery. The Contractor shall not collect, transport, or dispose of any such materials. These materials include, but are not limited to flammable explosives, petroleum products, toxic substances, asbestos, or any other substance or material that can/may produce fumes, flames, or particles that are potentially harmful or hazardous to Contractor personnel upon exposure.

**Equipment**

The Contractor shall be required to furnish any and all equipment and vehicles necessary to perform any and all services as specified herein and required under this contract. Failure on the part of the Contractor to provide equipment and/or vehicles sufficient to perform the required services may result in termination of the Contract.

Any and all Contractor vehicles, vessels, and equipment shall be prominently marked with the Contractor company name and contact telephone number, and shall be in good working condition, with no apparent disrepair or unsightly conditions on any part of the vehicle, vessel, or equipment.

All standard equipment, safety equipment and lighting required or mandated by State, Federal, OSHA or ADA regulations must be provided by the Contractor at all times. All safety devices shall be properly installed and maintained in proper working condition at all times throughout the duration of the Contract. If, at any time, the County determines that any safety equipment is deficient in any way, the Contractor shall immediately remove the equipment from service and shall keep the equipment out of service until the deficiency is corrected to the satisfaction of the County.

**Damages**

Any and all fixtures and improvements located at any County facility, or on County property, damaged by the Contractor, or any sub-contractors, performing any services under this contract shall be the responsibility of the Contractor to repair or replace as necessary at no cost to the County. The method of repair or replacement of damaged items must be approved by the County prior to any work being done to correct the damage. The Contractor must notify the County immediately of any damages caused by work performed under this contract. If the County is notified by a third party, the County shall notify the Contractor of the stated damages. The Contractor shall be required to provide the County with an estimated time of repair or replacement of any damaged items immediately upon notification to the County that the damages have been caused.