

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-17 AND TO EXECUTE AN AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

RECITALS

WHEREAS, the County desires to enter into a contract with Perma-Fix of Florida, Inc. to provide household hazardous waste collection services; and

WHEREAS, the scope of work entails the performance of household hazardous waste collection services, including providing any and all materials, equipment, and labor necessary to perform the required services in accordance with the specifications and performing services as scheduled; and

WHEREAS, through the County's formal Bid process, Perma-Fix of Florida, Inc. was selected as the lowest, responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, and incorporated herein) and finds that entering into a contract to complete the work services serves a public purpose.

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

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 18-17 to Perma-Fix of Florida, Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute an agreement with Perma-Fix of Florida, Inc. in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 18-17.

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 19 day of Dec, 2017.

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

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Lam Balthasar



RENDITION DATE 12/21/17



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Wendy Hicks, Solid Waste Manager
FROM: David Klages, Procurement Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 18-17; Household Hazardous Waste
Collection Services
DATE: November 16, 2017

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 Wendy Hicks

Date 11/20/2017

ST JOHNS COUNTY

Budget Amount \$5,000⁰⁰

NOV 21 '17

Account Funding Title Contractual Svcs

PURCHASING

Funding Charge Code 4401.53120

Award to Perma-Fix of Florida, Inc.

Award Amount Categories 1-5

**ST. JOHNS COUNTY
BID TABULATION**

OPENED BY David Klages *DK*
 TABULATED BY Bryan Mallus *BM*
 VERIFIED BY David Klages *DK*

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

BID TITLE
HOUSEHOLD HAZARDOUS
 WASTE COLLECTION SERVICES

BID NUMBER
18-17

OPENING DATE/TIME
November 15, 2017 2:00 PM

POSTING DATE/TIME
 FROM 11/16/17 4:00 PM
 UNTIL 11/21/17 4:00 PM

BIDDERS	CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4	CATEGORY 5	BID BOND	ADDENDA 1 - 2	Attachments A - F
Perma-Fix of Florida, Inc	\$920.00	\$489.35	\$1,810.00	\$2,185.00	\$1,300.00	YES - CERTIFIED CHECK	YES	YES
EQ Florida Inc. dba US Ecology	\$985.35	\$930.70	\$2,043.83	\$2,472.55	\$1,966.25	YES	YES	YES
Tradebe Environmental Services	\$1,418.00	NO BID	NO BID	NO BID	NO BID	YES	YES	YES

BID AWARD DATE:

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 p.m. on Wednesday, November 15, 2017 by the St. Johns County Purchasing Department located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-17; Household Hazardous Waste Collection Services**. Bids will be opened promptly after the 2:00 p.m. deadline. **Please note:** Bids delivered to or received by the Purchasing Department after the 2:00 p.m. deadline shall not be given consideration and shall be returned to the sender unopened.

The Contractor shall be responsible for providing any and all labor, materials, equipment, transportation and supervision necessary to collect, remove and dispose of household hazardous waste from the Tillman Ridge Landfill located at 3005 Allen Nease Road, Elkton, FL 32033 on a twice monthly schedule with additional pickups as requested by the County. The household hazardous waste shall include, but is not limited to: oil based and latex paints, antifreeze, aerosol cans, muriatic acid, pesticides, fertilizers, corrosives, poisons, insecticides, pool chemicals, photo chemicals, degreasers, and other miscellaneous or unidentified items.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com, by requesting Document # 18-17. 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. Please check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from David Klages, Purchasing Coordinator, St. Johns County Purchasing Department, via email to dklages@sjcfl.us or fax to (904) 209-0167.

There will be a **Non-Mandatory** Site Visit on **Wednesday, November 1, 2017 at 10:00 a.m.** at the Tillman Ridge Landfill located at 3005 Allen Nease Road, Elkton, FL 32033. The purpose of this Site Visit is to allow interested vendors the opportunity to familiarize themselves with the solid waste operation and to submit questions for clarification. Attendance at this meeting is not mandatory, and as such, vendors are not required to attend the site visit. It is, however, recommended by SJC Staff.

Any question submitted and/or answered at the site visit shall remain unofficial until verified, in writing, through an issued addendum. Any and all information provided outside an addendum issued by the SJC Purchasing Department shall be considered invalid, and irrelevant.

Any and all questions related to this project shall be directed, ***in writing***, to David Klages, Purchasing Coordinator, St. Johns County Purchasing Department, via email to dklages@sjcfl.us or fax to (904) 209-0167. Questions are due no later than **5:00 p.m.** on **Monday, November 6, 2017**, 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 any 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



St. Johns County Board of County Commissioners

Purchasing Division

November 8, 2017

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Bid No: 18-17; Household Hazardous Waste Collection Services

This Addendum #1 is issued to further respondents' 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 your proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Changes:

1. The Bid Form for this solicitation had been revised to include the Contractor's cost to SJC for the replacement of a lost/stolen/damaged 55 gallon drum. This cost request is for informational purposes only and will not be a determining factor when awarding the bid. Responses must be submitted utilizing the revised Bid Form, included in this addendum, in order to be considered.
2. The Unit Price Sheet (Exhibit A) for this solicitation has been revised. Responses must be submitted utilizing the revised Unit Price Sheet, included in this addendum, in order to be considered.

Informational:

1. The quantities and materials collected by Tradebe Treatment & Recycling, LLC from January 1, 2017 – present are as follows:
 - Three hundred and two (302) 55 gallon drums of latex paint
 - Eighty-two (82) 55 gallon drums of oil base paint
 - Nine (9) 55 gallon drums of antifreeze
2. The quantities and materials collected by EQ Florida, Inc. from January 1, 2017 – present are as follows:
 - One (1) box of liquid mercury weighing 30 lbs.
 - Six (6) 55 gallon drums of crushed bulbs weighing 2,400 lbs. total
3. Please see the attached reports for materials and quantities collected by Perma-Fix of Florida, Inc.

Clarification:

1. Locker/shed clean-outs will be performed quarterly or on an as-needed basis.
2. Drum pick-ups are performed every two weeks or on an as-needed basis.
3. Contractor(s) are only required to pick-up materials from Tillman Ridge Landfill.

Continued on next page.

THE SUBMITTAL DUE DATE REMAINS NOVEMBER 15, 2017 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

David Klages
Contract Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1
Seven (7) pages to follow.

BID NO: 18-17

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

PROJECT: HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

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 work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No. 18-17; Household Hazardous Waste Collection Services 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:

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

**TOTAL UNIT PRICE BID
REVISED PER ADDENDUM 1:**

FOR: Household Hazardous Waste Collection Services

Each Bidder shall submit unit prices for **all** of the following line items in a category in order for that category to be considered. Unit prices shall include any and all related costs and fees for labor, testing, materials, supplies, equipment, supervision, and transportation.

Category	Total Unit Price Bid
Category 1	\$
Category 2	\$
Category 3	\$
Category 4	\$
Category 5	\$

For informational purposes only, cost to SJC to replace a lost/stolen/damaged 55 gallon drum \$ _____.

Bidders shall submit the total unit price bid from each respective Category as determined from the Unit Price List provided herein.

Discrepancy between the Unit Price Bids from Exhibit "A" – Unit Price List, and the Total Unit Price Bids submitted on this Official County Bid Form, shall be determined by the prices submitted on Exhibit "A" – Unit Price List.

Bidders must type or legibly write, in blue or black ink, the Total Unit Price Bids for each Category shown above. If a Bidder is not submitting pricing on any Category, he shall insert a "No Bid" for that Category.

Bid No: 18-17; Household Hazardous Waste Collection Services

EXHIBIT "A"

UNIT PRICE LIST

REVISED PER ADDENDUM 1

Category 1	Unit Price:
Oil-Based Paint (55 gal drum)	\$
Latex Paint (55 gal drum)	\$
Anti-Freeze (55 gal drum)	\$
Contaminated Anti-Freeze (55 gal drum)	\$
Used Oil Filters (55 gal drum)	\$
Used Oil Rags (55 gal drum)	\$
Aerosol Cans (55 gal drum)	\$
Total Unit Price Bid – Category 1:	\$
Category 2	Unit Price:
Fluorescent Lamps 4ft and under (Priced per Foot)	\$
Fluorescent Lamps 5ft and over (Priced per Foot)	\$
Circular Fluorescent Lamps (Priced per Lamp)	\$
Compact Fluorescent Lamps (Priced per Lamp)	\$
Compact Fluorescent Lamps (Priced per Pound)	\$
Crushed lamps drummed (Priced per 55 gal Drum)	\$
Light Fixtures without Ballasts (Priced per Lamp)	\$
Light Fixtures with Ballasts (Priced per Pound)	\$
Shielded Fluorescent Lamps (Priced per Lamp)	\$
U-tube Lamps (Priced per Lamp)	\$
UV Fluorescent Lamps (Priced per Lamp)	\$
HID Lamps (Priced per Lamp)	\$
Broken HID Lamps (Priced per 55 gal Drum)	\$
Halogen Lamps (Priced per Lamp)	\$
Incandescent Lamps (Priced per Lamp)	\$
Broken Fluorescent Lamps (Priced per 55 gal Drum)	\$
Flood Lamps (Priced per Lamp)	\$
Free-flowing Mercury Lamps (Priced per Lamp)	\$
Metal Halide Lamps (Priced per Lamp)	\$
Super High-Pressure Mercury Vapor Lamps (Priced per Lamp)	\$
Neon Lamps (Priced per Lamp)	\$
High Pressure Sodium Lamps (Priced per Lamp)	\$
Low Pressure Sodium Lamps (Priced per Pound)	\$
Non-Liquid Mercury Containing Articles (Priced per Pound)	\$
Liquid Mercury Containing Articles (Priced per Pound)	\$
Mercury Thermostats (Priced per Pound)	\$
Total Unit Price Bid – Category 2:	\$
Category 3	Unit Price:
Class 1 – Explosives – 5 gal lab-packed drum	\$
Class 2 – Gasses – Butane – per gas container	\$
Class 2 – Gasses – Acetylene – per gas container	\$
Class 2 – Gasses – Freon – per gas container	\$
Class 2 – Gasses – Methane – per gas container	\$
Class 2 – Gasses – Nitrogen – per gas container	\$
Class 2 – Gasses – Nitrous Oxide – per gas container	\$

Class 2 – Gasses – Containers A&B for 2 Part Spray Insulation – per gas container	
Class 2 – Gasses – Argon – per gas container	\$
Class 3 – Flammable & Combustible Liquids – 55 gal lab-packed drum	\$
Class 3 – Flammable & Combustible Liquids – 30 gal lab-packed drum	\$
Class 3 – Flammable & Combustible Liquids – 15 gal lab-packed drum	\$
Class 3 – Flammable & Combustible Liquids – 5 gal lab-packed drum	\$
Total Unit Price Bid – Category 3: \$	
Category 4	
	Unit Price:
Class 4 – Flammable Solids, Spontaneous Combustibles – 55 gal lab-packed drum	\$
Class 4 – Flammable Solids, Spontaneous Combustibles – 30 gal lab-packed drum	\$
Class 4 – Flammable Solids, Spontaneous Combustibles – 15 gal lab-packed drum	\$
Class 4 – Flammable Solids, Spontaneous Combustibles – 5 gal lab-packed drum	\$
Class 4 – Dangerous when Wet, Water Reactive Substances, Spontaneous Combustibles – 5 gal lab-packed drum	\$
Class 5 – Oxidizing Substances & Organic Peroxides – 55 gal lab-packed drum	\$
Class 5 – Oxidizing Substances & Organic Peroxides – 30 gal lab-packed drum	\$
Class 5 – Oxidizing Substances & Organic Peroxides – 15 gal lab-packed drum	\$
Class 5 – Oxidizing Substances & Organic Peroxides – 5 gal lab-packed drum	\$
Class 6 – Toxic & Infectious Substances – 55 gal lab-packed drum	\$
Class 6 – Toxic & Infectious Substances – 30 gal lab-packed drum	\$
Class 6 – Toxic & Infectious Substances – 15 gal lab-packed drum	\$
Class 6 – Toxic & Infectious Substances – 5 gal lab-packed drum	\$
Total Unit Price Bid – Category 4: \$	
Category 5	
	Unit Price:
Class 7 – Radioactive Materials – 55 gal lab-packed drum	\$
Class 7 – Radioactive Materials – 30 gal lab-packed drum	\$
Class 7 – Radioactive Materials – 15 gal lab-packed drum	\$
Class 7 – Radioactive Materials – 5 gal lab-packed drum	\$
Class 8 – Corrosives – 55 gal lab-packed drum	\$
Class 8 – Corrosives – 30 gal lab-packed drum	\$
Class 8 – Corrosives – 15 gal lab-packed drum	\$
Class 8 – Corrosives – 5 gal lab-packed drum	\$
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 55 gal lab-packed drum	\$
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 30 gal lab-packed drum	\$
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 15 gal lab-packed drum	\$
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 5 gal lab-packed drum	\$
Total Unit Price Bid – Category 5: \$	

Bidders shall be required to insert the Total Unit Price Bid for each Category on the Official County Bid Form, provided herein. Bidders must type, or legibly write, in blue or black ink, each unit price in numerals on the list above.

Not all the categories have to be bid, however, Bidders are required to submit a price for **each** item in the Categories for which a Total Unit Price Bid is submitted. Failure to submit a price for each item in a Category shall result in a “No Bid” consideration for that Category.

Discrepancies between the pricing submitted on this Exhibit “A” – Unit Price List, and the Official County Bid Form shall be determined by the Unit Prices submitted on this form.

St. Johns County Solid Waste
 3005 Allen Nease Road
 Elkton, FL 32033-2543

ST. JOHNS COUNTY TILLMAN RIDGE LANDFILL
 HHW SHEDS
 2/6/17

Manifest Document Nos: 013857059JJK
 013857060JLJL
 23135

PERMA-FIX OF FLORIDA, INC.

DRUM #	PROFILE #	HAZARD CLASS	PROPER DOT SHIPPING DESCRIPTION	SIZE	WEIGHT	ROUTING	DISPOSAL METHOD
#1	53599	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	119	Geo Cycle	FUELS BLENDING
#2	53599	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	141	Geo Cycle	FUELS BLENDING
#3	53599	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	128	Geo Cycle	FUELS BLENDING
#4	53599	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	86	Geo Cycle	FUELS BLENDING
#5	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	186	HERITAGE	INCINERATION
#6	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	139	HERITAGE	INCINERATION
#7	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	161	HERITAGE	INCINERATION
#8	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	155	HERITAGE	INCINERATION
#9	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	148	HERITAGE	INCINERATION
#10	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	160	HERITAGE	INCINERATION
#11	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	163	HERITAGE	INCINERATION
#12	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	144	HERITAGE	INCINERATION
#13	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	181	HERITAGE	INCINERATION
#14	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	172	HERITAGE	INCINERATION
#15	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	159	HERITAGE	INCINERATION
#16	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	136	HERITAGE	INCINERATION
#17	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	150	HERITAGE	INCINERATION
#18	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	165	HERITAGE	INCINERATION
#19	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	182	HERITAGE	INCINERATION
#20	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	158	HERITAGE	INCINERATION
#21	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	149	HERITAGE	INCINERATION
#22	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	129	HERITAGE	INCINERATION
#23	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	166	HERITAGE	INCINERATION
#24	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	188	HERITAGE	LP/INCINERATION
#25	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	175	HERITAGE	LP/INCINERATION
#26	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	169	HERITAGE	LP/INCINERATION
#27	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	146	HERITAGE	LP/INCINERATION
#28	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	155	HERITAGE	LP/INCINERATION
#29	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	162	HERITAGE	LP/INCINERATION
#30	53603-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, ACIDIC, INORGANIC, N.O.S.	55	504	HERITAGE	INCINERATION
#31	53603-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, ACIDIC, INORGANIC, N.O.S.	55	496	HERITAGE	INCINERATION
#32	53603-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, ACIDIC, INORGANIC, N.O.S.	55	478	HERITAGE	INCINERATION
#33	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	519	HERITAGE	INCINERATION
#34	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	489	HERITAGE	INCINERATION

St. Johns County Solid Waste
 3005 Allen Nease Road
 Elkton, FL 32033-2543

ST. JOHNS COUNTY TILLMAN RIDGE LANDFILL
 HHW SHEDS
 2/6/17

Manifest Document Nos: 013857059JJK
 013857060JLL
 23135

DRUM #	PPF PROFILE #	HAZARD CLASS	PROPER DOT SHIPPING DESCRIPTION	SIZE	WEIGHT	ROUTING	DISPOSAL METHOD
#35	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	503	HERITAGE	INCINERATION
#36	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	479	HERITAGE	INCINERATION
#37	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	516	HERITAGE	INCINERATION
#38	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	490	HERITAGE	INCINERATION
#39	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	464	HERITAGE	INCINERATION
#40	53600-T	5.1, (OXIDIZER)	WASTE OXIDIZING SOLIDS, N.O.S.	55	137	HERITAGE	LP/INCINERATION
#41	53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	439	ECOFLO	TREATMENT
#42	53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	427	ECOFLO	TREATMENT
#43	53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	415	ECOFLO	TREATMENT
TOTAL WEIGHTS				10,828			

PERMA-FIX OF FLORIDA, INC.

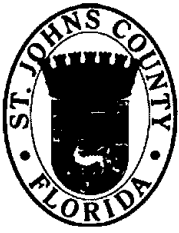
DRUM #	PFF PROFILE #	HAZARD CLASS	PROPER DOT SHIPPING DESCRIPTION	SIZE	WEIGHT	ROUTING	DISPOSAL METHOD
#1	53599	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	102	Geo Cycle	FUELS BLENDING
#2	53599	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	116	Geo Cycle	FUELS BLENDING
#3	53599	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	107	Geo Cycle	FUELS BLENDING
#4	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	155	HERITAGE	INCINERATION
#5	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	151	HERITAGE	INCINERATION
#6	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	163	HERITAGE	INCINERATION
#7	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	180	HERITAGE	INCINERATION
#8	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	174	HERITAGE	INCINERATION
#9	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	170	HERITAGE	INCINERATION
#10	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	160	HERITAGE	INCINERATION
#11	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	152	HERITAGE	INCINERATION
#12	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	148	HERITAGE	INCINERATION
#13	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	116	HERITAGE	INCINERATION
#14	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	161	HERITAGE	INCINERATION
#15	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	175	HERITAGE	INCINERATION
#16	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	148	HERITAGE	INCINERATION
#17	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	163	HERITAGE	INCINERATION
#18	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	139	HERITAGE	LP/INCINERATION
#19	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	148	HERITAGE	LP/INCINERATION
#20	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	166	HERITAGE	LP/INCINERATION
#21	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	153	HERITAGE	LP/INCINERATION
#22	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	179	HERITAGE	LP/INCINERATION
#23	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	169	HERITAGE	LP/INCINERATION
#24	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	156	HERITAGE	LP/INCINERATION
#25	53603-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, ACIDIC, INORGANIC, N.O.S.	55	496	HERITAGE	INCINERATION
#26	53603-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, ACIDIC, INORGANIC, N.O.S.	55	522	HERITAGE	INCINERATION
#27	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	504	HERITAGE	INCINERATION
#28	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	490	HERITAGE	INCINERATION
#29	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	477	HERITAGE	INCINERATION
#30	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	511	HERITAGE	INCINERATION
#31	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	516	HERITAGE	INCINERATION
#32	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	499	HERITAGE	INCINERATION
#33	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	512	HERITAGE	INCINERATION
#34	53600-T	5.1, (OXIDIZER)	WASTE OXIDIZING SOLIDS, N.O.S.	55	145	HERITAGE	LP/INCINERATION

St. Johns County Solid Waste
 3005 Allen Nease Road
 Elkton, FL 32033-2543

ST. JOHNS COUNTY TILLMAN RIDGE LANDFILL
 HHW SHEDS
 6/6/17

Manifest Document Nos: 013854190JJK
 013854191JJK
 23725

DRUM #	PFF PROFILE #	HAZARD CLASS	PROPER DOT SHIPPING DESCRIPTION	SIZE	WEIGHT	ROUTING	DISPOSAL METHOD
#35	53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	369	ECOFLO	TREATMENT
#36	53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	398	ECOFLO	TREATMENT
#37	53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	441	ECOFLO	TREATMENT
#38	53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	422	ECOFLO	TREATMENT
TOTAL WEIGHTS					9,953		



St. Johns County Board of County Commissioners

Purchasing Division

November 8, 2017

ADDENDUM #2

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Bid No: 18-17; Household Hazardous Waste Collection Services

This Addendum #2 is issued to further respondents' 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 your proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Clarification:

1. The required bid security for this solicitation shall be \$4,250.00.

THE SUBMITTAL DUE DATE REMAINS NOVEMBER 15, 2017 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

David Klages
Contract Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 2

BID NO: 18-17

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

PROJECT: HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES

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

DATE SUBMITTED: 11/15/17

BID PROPOSAL OF

Perma-Fix of Florida, Inc.

Full Legal Company Name

1940 NW 67th Place Gainesville, FL 32653 (352)373-6066; (352)372-8963

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No. 18-17; Household Hazardous Waste Collection Services 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:

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

**TOTAL UNIT PRICE BID
REVISED PER ADDENDUM 1:**

FOR: Household Hazardous Waste Collection Services

Each Bidder shall submit unit prices for **all** of the following line items in a category in order for that category to be considered. Unit prices shall include any and all related costs and fees for labor, testing, materials, supplies, equipment, supervision, and transportation.

Category	Total Unit Price Bid
Category 1	\$ 920.00
Category 2	\$ 489.35
Category 3	\$ 1,210.00
Category 4	\$ 2,185.00
Category 5	\$ 1,300.00

For informational purposes only, cost to SJC to replace a lost/stolen/damaged 55 gallon drum \$ 35.00.

Bidders shall submit the total unit price bid from each respective Category as determined from the Unit Price List provided herein.

Discrepancy between the Unit Price Bids from Exhibit "A" – Unit Price List, and the Total Unit Price Bids submitted on this Official County Bid Form, shall be determined by the prices submitted on Exhibit "A" – Unit Price List.

Bidders must type or legibly write, in blue or black ink, the Total Unit Price Bids for each Category shown above. If a Bidder is not submitting pricing on any Category, he shall insert a "No Bid" for that Category.

Bid No: 18-17

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

No.: 1 11/8/17 Date Received:

No.: 2 11/8/17 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 County, 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 County.

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 Total Lump Sum Bid Price, 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.

Bid No: 18-17

CORPORATE/COMPANY

Full Legal Company Name: Perma-Fix of Florida, Inc. (Seal)

By: Glenn S. Byer Glenn S. Byer SE Regional Industrial Sales Executive
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 1940 NW 67th Place Gainesville, FL 32653

Telephone No.: (352) 373-6066 Fax No.: (352) 372-8963

Email Address for Authorized Company Representative: gbyer@perma-fix.com

Federal I.D. Tax Number: 59-3241882 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
 - Exhibit "A" – Unit Price List
 - Attachment "A" – Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License/Certification List
 - Attachment "D" – List of Proposed Sub-Contractors
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Disposal Facility List
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Exhibit "A" Unit Price List, Attachments "A", "B", "C", "D", "E", and "F", and Bid Bond form 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.

Bid No: 18-17; Household Hazardous Waste Collection Services

EXHIBIT "A"

UNIT PRICE LIST

REVISED PER ADDENDUM 1

Category 1	Unit Price:
Oil-Based Paint (55 gal drum)	\$185.00
Latex Paint (55 gal drum)	\$140.00
Anti-Freeze (55 gal drum)	\$110.00
Contaminated Anti-Freeze (55 gal drum)	\$110.00
Used Oil Filters (55 gal drum)	\$75.00
Used Oil Rags (55 gal drum)	\$75.00
Aerosol Cans (55 gal drum)	\$225.00
Total Unit Price Bid – Category 1:	\$920.00
Category 2	Unit Price:
Fluorescent Lamps 4ft and under (Priced per Foot)	\$0.15
Fluorescent Lamps 5ft and over (Priced per Foot)	\$0.15
Circular Fluorescent Lamps (Priced per Lamp)	\$0.50
Compact Fluorescent Lamps (Priced per Lamp)	\$0.50
Compact Fluorescent Lamps (Priced per Pound)	\$5.00
Crushed lamps drummed (Priced per 55 gal Drum)	\$250.00
Light Fixtures without Ballasts (Priced per Lamp)	\$2.50
Light Fixtures with Ballasts (Priced per Pound)	\$0.50
Shielded Fluorescent Lamps (Priced per Lamp)	\$1.50
U-tube Lamps (Priced per Lamp)	\$0.50
UV Fluorescent Lamps (Priced per Lamp)	\$0.60
HID Lamps (Priced per Lamp)	\$0.90
Broken HID Lamps (Priced per 55 gal Drum)	\$100.00
Halogen Lamps (Priced per Lamp)	\$0.90
Incandescent Lamps (Priced per Lamp)	\$0.25
Broken Fluorescent Lamps (Priced per 55 gal Drum)	\$100.00
Flood Lamps (Priced per Lamp)	\$0.90
Free-flowing Mercury Lamps (Priced per Lamp)	\$5.00
Metal Halide Lamps (Priced per Lamp)	\$0.90
Super High-Pressure Mercury Vapor Lamps (Priced per Lamp)	\$0.90
Neon Lamps (Priced per Lamp)	\$0.90
High Pressure Sodium Lamps (Priced per Lamp)	\$0.90
Low Pressure Sodium Lamps (Priced per Pound)	\$0.90
Non-Liquid Mercury Containing Articles (Priced per Pound)	\$5.00
Liquid Mercury Containing Articles (Priced per Pound)	\$5.00
Mercury Thermostats (Priced per Pound)	\$5.00
Total Unit Price Bid – Category 2:	\$489.35
Category 3	Unit Price:
Class 1 – Explosives – 5 gal lab-packed drum	\$195.00
Class 2 – Gasses – Butane – per gas container	\$150.00
Class 2 – Gasses – Acetylene – per gas container	\$150.00
Class 2 – Gasses – Freon – per gas container	\$50.00
Class 2 – Gasses – Methane – per gas container	\$150.00
Class 2 – Gasses – Nitrogen – per gas container	\$70.00
Class 2 – Gasses – Nitrous Oxide – per gas container	\$70.00

Class 2 – Gasses – Containers A&B for 2 Part Spray Insulation – per gas container	\$100.00
Class 2 – Gasses – Argon – per gas container	\$70.00
Class 3 – Flammable & Combustible Liquids – 55 gal lab-packed drum	\$285.00
Class 3 – Flammable & Combustible Liquids – 30 gal lab-packed drum	\$235.00
Class 3 – Flammable & Combustible Liquids – 15 gal lab-packed drum	\$180.00
Class 3 – Flammable & Combustible Liquids – 5 gal lab-packed drum	\$105.00
Total Unit Price Bid – Category 3:	\$1,810.00
Category 4	Unit Price:
Class 4 – Flammable Solids, Spontaneous Combustibles – 55 gal lab-packed drum	\$95.00
Class 4 – Flammable Solids, Spontaneous Combustibles – 30 gal lab-packed drum	\$85.00
Class 4 – Flammable Solids, Spontaneous Combustibles – 15 gal lab-packed drum	\$75.00
Class 4 – Flammable Solids, Spontaneous Combustibles – 5 gal lab-packed drum	\$50.00
Class 4 – Dangerous when Wet, Water Reactive Substances, Spontaneous Combustibles – 5 gal lab-packed drum	\$75.00
Class 5 – Oxidizing Substances & Organic Peroxides – 55 gal lab-packed drum	\$475.00
Class 5 – Oxidizing Substances & Organic Peroxides – 30 gal lab-packed drum	\$450.00
Class 5 – Oxidizing Substances & Organic Peroxides – 15 gal lab-packed drum	\$175.00
Class 5 – Oxidizing Substances & Organic Peroxides – 5 gal lab-packed drum	\$100.00
Class 6 – Toxic & Infectious Substances – 55 gal lab-packed drum	\$320.00
Class 6 – Toxic & Infectious Substances – 30 gal lab-packed drum	\$165.00
Class 6 – Toxic & Infectious Substances – 15 gal lab-packed drum	\$85.00
Class 6 – Toxic & Infectious Substances – 5 gal lab-packed drum	\$35.00
Total Unit Price Bid – Category 4:	\$2,185.00
Category 5	Unit Price:
Class 7 – Radioactive Materials – 55 gal lab-packed drum	\$300.00
Class 7 – Radioactive Materials – 30 gal lab-packed drum	\$250.00
Class 7 – Radioactive Materials – 15 gal lab-packed drum	\$200.00
Class 7 – Radioactive Materials – 5 gal lab-packed drum	\$150.00
Class 8 – Corrosives – 55 gal lab-packed drum	\$75.00
Class 8 – Corrosives – 30 gal lab-packed drum	\$60.00
Class 8 – Corrosives – 15 gal lab-packed drum	\$40.00
Class 8 – Corrosives – 5 gal lab-packed drum	\$25.00
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 55 gal lab-packed drum	\$75.00
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 30 gal lab-packed drum	\$60.00
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 15 gal lab-packed drum	\$40.00
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 5 gal lab-packed drum	\$25.00
Total Unit Price Bid – Category 5:	\$1,300.00

Bidders shall be required to insert the Total Unit Price Bid for each Category on the Official County Bid Form, provided herein. Bidders must type, or legibly write, in blue or black ink, each unit price in numerals on the list a Not all the categories have to be bid, however, Bidders are required to submit a price for **each** item in the Categories for which a Total Unit Price Bid is submitted. Failure to submit a price for each item in a Category shall result in a “No Bid” consideration for that Category. Discrepancies between the pricing submitted on this Exhibit “A” – Unit Price List, and the Official County Bid Form shall be determined by the Unit Prices submitted on this form.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Glenn S. Byer who being duly sworn, deposes and says he is SE Regional Ind Sales Executive (Title) of the firm of Perma-Fix of Florida, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No. 18-17: Household Hazardous Waste Collection Services, in St. Johns County, Florida.

The affiant further states that no more than 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.

Perma-Fix of Florida, Inc.
(Bidder)

By: Glenn S. Byer
SE Regional Ind Sales Executive
(Title)

Sworn and subscribed to me this 13th day of November, 2017.

Notary Public: Rachel Teeling
Signature Rachel Teeling
Printed



My commission Expires: 2/25/2020

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

ATTACHMENT "B"

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 its 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 "C"

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
RCA Part B	FLD980711071	FDEP/EPA	6/8/2020
Haz Waste Trans. Cert. of Approval	FLD980711071	FDEP	6/30/2018
Haz-Mat Cert. of Registration	063017551060Z	USDOT	6/30/2018
Universal Waste Trans Permit	FLD980711071	FDEP	3/1/2018
Used Oil Trans. Permit	FLD980711071	FDEP	6/30/2018
Alachua County RHMSF Permit	0725-10	Alachua County	12/31/17
Alachua County HazMat License	1602-01	Alachua County	2/9/2021

ATTACHMENT "D"

LIST OF PROPOSED SUBCONTRACTORS

All subcontractors are subject to approval of County. The following are subcontractors proposed to be used in connection with this work:

DIVISION OF WORK

NAME AND ADDRESS OF SUBCONTRACTORS

No subcontractors proposed to use in completion of this work.
All services to be provided by Perma-Fix of Florida, Inc as
the sole prime contractor.

ATTACHMENT "E"

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: **Bid No. 18-17; Household Hazardous Waste Collection Services**

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Perma-Fix of Florida, Inc.

Authorized Representative(s):

Glenn Byer
Signature

Glenn S. Byer, SE Regional Ind.
Print Name/Title Sales Executive

Signature

Print Name/Title

ATTACHMENT "F"

DISPOSAL FACILITY LIST

Bidders must list with their bid, the disposal facility or facilities that will be utilized for disposal of materials collected under this contract. Bidders must provide name, location, licensing, and which materials will be transported to the facility for disposal. Bidders must submit copies of current facility permits and/or licensing with this attachment in each copy of their Bid Proposal.

1. Name of Facility: Geocycle LLC (Systech Environmental) - Holly Hill, SC
Facility Address: 2175 Gardner Blvd. Holly Hill, SC 29059
Materials to be Disposed of at Facility: Oil-Based Paint, Aerosol Cans (after Processing),
Flammable + Combustible Liquids, Contaminated Antifreeze
License #(s): SCD003368891
Permit #(s): SCD003368891

2. Name of Facility: Heritage Environmental Services, Inc.
Facility Address: 1250 St. George Street East Liverpool, OH 43920
Materials to be Disposed of at Facility: Aerosol Cans, Flammable Solids, Oxidizing Substances,
Organic Peroxides, Toxic + Infectious Substances; Corrosives, Misc Haz Materials
License #(s): OH D 980613541
Permit #(s): OH D 980613541

3. Name of Facility: LEI - Lamp Environmental, Inc.
Facility Address: 46257 Morris Road Hammond, LA 70401
Materials to be Disposed of at Facility: All Lamp Types (Intact or Crushed); Ballasts;
Light Fixtures; Mercury Containing Articles + Thermostats; Antifreeze;
Oil Filters
License #(s): LA 0000365668
Permit #(s): LA 0000365668

4. Name of Facility: Ecoflo Southeast, Inc.
Facility Address: 300 Swett Avenue Americus, GA 31709
Materials to be Disposed of at Facility: Latex Paint, Antifreeze, Used Oil Rags;
Misc Haz Materials (Non-RCRA Regulated)
License #(s): N/A - Non RCRA facility
Permit #(s): N/A

5. Name of Facility: _____
Facility Address: _____
Materials to be Disposed of at Facility: _____
License #(s): _____
Permit #(s): _____

6. Name of Facility: _____
Facility Address: _____
Materials to be Disposed of at Facility: _____
License #(s): _____
Permit #(s): _____

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
Household Hazardous Waste Collection Services

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) 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

N/A - Certified check for \$4,250.00 USD submitted with Bid.



Official Check

5530218164

Fraud Protected
by Positive Pay
196966 6560515
Center

Purchaser
GLENN S BYER

Date
Nov. 13, 2017

Initials (type) Center
\$ ***4,250.00**

PAY
****\$4,250.00****

BOARD OF COUNTY COMMISSIONERS OF
ST JOHNS COUNTY

SunTrust Banks, Inc. by its Authorized Agent
SunTrust Bank



[Signature]
Authorized Signature

To the Order of

FOR: BID NO 18-17

Payable at SunTrust Bank
⑆5530218164⑆ ⑆061100790⑆ 701901999E⑆

Perms - Fix



St. Johns County Board of County Commissioners

Purchasing Division

November 8, 2017

ADDENDUM #1

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Bid No: 18-17; Household Hazardous Waste Collection Services

This Addendum #1 is issued to further respondents' 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 your proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Changes:

1. The Bid Form for this solicitation had been revised to include the Contractor's cost to SJC for the replacement of a lost/stolen/damaged 55 gallon drum. This cost request is for informational purposes only and will not be a determining factor when awarding the bid. Responses must be submitted utilizing the revised Bid Form, included in this addendum, in order to be considered.
2. The Unit Price Sheet (Exhibit A) for this solicitation has been revised. Responses must be submitted utilizing the revised Unit Price Sheet, included in this addendum, in order to be considered.

Informational:

1. The quantities and materials collected by Tradebe Treatment & Recycling, LLC from January 1, 2017 – present are as follows:
 - Three hundred and two (302) 55 gallon drums of latex paint
 - Eighty-two (82) 55 gallon drums of oil base paint
 - Nine (9) 55 gallon drums of antifreeze
2. The quantities and materials collected by EQ Florida, Inc. from January 1, 2017 – present are as follows:
 - One (1) box of liquid mercury weighing 30 lbs.
 - Six (6) 55 gallon drums of crushed bulbs weighing 2,400 lbs. total
3. Please see the attached reports for materials and quantities collected by Perma-Fix of Florida, Inc.

Clarification:

1. Locker/shed clean-outs will be performed quarterly or on an as-needed basis.
2. Drum pick-ups are performed every two weeks or on an as-needed basis.
3. Contractor(s) are only required to pick-up materials from Tillman Ridge Landfill.

Continued on next page.

THE SUBMITTAL DUE DATE REMAINS NOVEMBER 15, 2017 AT 2:00 P.M.

Acknowledgment

Glenn S. Byer 11/10/17
Signature and Date

Glenn S. Byer, SE Regional Incl.
Printed Name/Title Sales Executive

Perma-Fix of Florida, Inc.
Company Name (Print)

Sincerely,

David Klages
Contract Coordinator

END OF ADDENDUM NO. 1
Seven (7) pages to follow.

PERMA-FIX OF FLORIDA, INC.

DRUM #	PPF	PROFILE #	HAZARD CLASS	PROPER DOT SHIPPING DESCRIPTION	SIZE	WEIGHT	ROUTING	DISPOSAL METHOD
#1	53599	4.1, (FLAM SOLID)	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	119	Geo Cycle	FUELS BLENDING
#2	53599	4.1, (FLAM SOLID)	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	141	Geo Cycle	FUELS BLENDING
#3	53599	4.1, (FLAM SOLID)	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	128	Geo Cycle	FUELS BLENDING
#4	53599	4.1, (FLAM SOLID)	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	86	Geo Cycle	FUELS BLENDING
#5	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	186	HERITAGE	INCINERATION
#6	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	139	HERITAGE	INCINERATION
#7	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	161	HERITAGE	INCINERATION
#8	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	155	HERITAGE	INCINERATION
#9	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	148	HERITAGE	INCINERATION
#10	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	160	HERITAGE	INCINERATION
#11	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	163	HERITAGE	INCINERATION
#12	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	144	HERITAGE	INCINERATION
#13	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	181	HERITAGE	INCINERATION
#14	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	172	HERITAGE	INCINERATION
#15	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	159	HERITAGE	INCINERATION
#16	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	136	HERITAGE	INCINERATION
#17	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	150	HERITAGE	INCINERATION
#18	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	165	HERITAGE	INCINERATION
#19	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	182	HERITAGE	INCINERATION
#20	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	158	HERITAGE	INCINERATION
#21	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	149	HERITAGE	INCINERATION
#22	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	129	HERITAGE	INCINERATION
#23	53601-T	3, 6.1, (FLAM TOXIC)	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	166	HERITAGE	INCINERATION
#24	53602-T	6.1, (TOXIC)	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	188	HERITAGE	LP/INCINERATION
#25	53602-T	6.1, (TOXIC)	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	175	HERITAGE	LP/INCINERATION
#26	53602-T	6.1, (TOXIC)	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	169	HERITAGE	LP/INCINERATION
#27	53602-T	6.1, (TOXIC)	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	146	HERITAGE	LP/INCINERATION
#28	53602-T	6.1, (TOXIC)	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	155	HERITAGE	LP/INCINERATION
#29	53602-T	6.1, (TOXIC)	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	162	HERITAGE	LP/INCINERATION
#30	53603-T	8, (CORROSIVE)	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, ACIDIC, INORGANIC, N.O.S.	55	504	HERITAGE	INCINERATION
#31	53603-T	8, (CORROSIVE)	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, ACIDIC, INORGANIC, N.O.S.	55	496	HERITAGE	INCINERATION
#32	53603-T	8, (CORROSIVE)	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, ACIDIC, INORGANIC, N.O.S.	55	478	HERITAGE	INCINERATION
#33	53604-T	8, (CORROSIVE)	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	519	HERITAGE	INCINERATION
#34	53604-T	8, (CORROSIVE)	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	489	HERITAGE	INCINERATION

DRUM #	PROFILE #	HAZARD CLASS	PROPER DOT SHIPPING DESCRIPTION	SIZE	WEIGHT	ROUTING	DISPOSAL METHOD
#35	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	503	HERITAGE	INCINERATION
#36	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	479	HERITAGE	INCINERATION
#37	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	516	HERITAGE	INCINERATION
#38	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	490	HERITAGE	INCINERATION
#39	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	464	HERITAGE	INCINERATION
#40	53600-T	5.1, (OXIDIZER)	WASTE OXIDIZING SOLIDS, N.O.S.	55	137	HERITAGE	LP/INCINERATION
#41	53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	439	ECOFLO	TREATMENT
#42	53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	427	ECOFLO	TREATMENT
#43	53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	415	ECOFLO	TREATMENT
TOTAL WEIGHTS					10,828		

PERMA-FIX OF FLORIDA, INC.

DRUM #	PROFILE #	HAZARD CLASS	PROPER DOT SHIPPING DESCRIPTION	SIZE	WEIGHT	ROUTING	DISPOSAL METHOD
#1	53599	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	102	Geo Cycle	FUELS BLENDING
#2	53599	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	116	Geo Cycle	FUELS BLENDING
#3	53599	4.1, (FLAM SOLID)	WASTE SOLIDS CONTAINING FLAMMABLE LIQUIDS	30	107	Geo Cycle	FUELS BLENDING
#4	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	155	HERITAGE	INCINERATION
#5	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	151	HERITAGE	INCINERATION
#6	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	163	HERITAGE	INCINERATION
#7	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	180	HERITAGE	INCINERATION
#8	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	174	HERITAGE	INCINERATION
#9	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	170	HERITAGE	INCINERATION
#10	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	160	HERITAGE	INCINERATION
#11	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	152	HERITAGE	INCINERATION
#12	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	148	HERITAGE	INCINERATION
#13	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	116	HERITAGE	INCINERATION
#14	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	161	HERITAGE	INCINERATION
#15	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	175	HERITAGE	INCINERATION
#16	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	148	HERITAGE	INCINERATION
#17	53601-T	3, 6.1, (FLAM TOXIC)	WASTE PESTICIDE LIQUIDS, TOXIC, FLAMMABLE, N.O.S.	55	163	HERITAGE	INCINERATION
#18	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	139	HERITAGE	LP/INCINERATION
#19	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	148	HERITAGE	LP/INCINERATION
#20	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	166	HERITAGE	LP/INCINERATION
#21	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	153	HERITAGE	LP/INCINERATION
#22	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	179	HERITAGE	LP/INCINERATION
#23	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	169	HERITAGE	LP/INCINERATION
#24	53602-T	6.1, (TOXIC)	WASTE PESTICIDES, SOLID, TOXIC, N.O.S.	55	156	HERITAGE	LP/INCINERATION
#25	53603-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, ACIDIC, INORGANIC, N.O.S.	55	496	HERITAGE	INCINERATION
#26	53603-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, ACIDIC, INORGANIC, N.O.S.	55	522	HERITAGE	INCINERATION
#27	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	504	HERITAGE	INCINERATION
#28	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	490	HERITAGE	INCINERATION
#29	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	477	HERITAGE	INCINERATION
#30	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	511	HERITAGE	INCINERATION
#31	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	516	HERITAGE	INCINERATION
#32	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	499	HERITAGE	INCINERATION
#33	53604-T	8, (CORROSIVE)	WASTE CORROSIVE LIQUIDS, BASIC, INORGANIC, N.O.S.	55	512	HERITAGE	INCINERATION
#34	53600-T	5.1, (OXIDIZER)	WASTE OXIDIZING SOLIDS, N.O.S.	55	145	HERITAGE	LP/INCINERATION

St. Johns County Solid Waste
 3005 Allen Nease Road
 Elkton, FL 32033-2543

ST. JOHNS COUNTY TILLMAN RIDGE LANDFILL
 HHW SHEDS
 6/6/17

Manifest Document Nos: 013854190JJK
 013854191JJK
 23725

DRUM #	PFF	PROFILE #	HAZARD CLASS	PROPER DOT SHIPPING DESCRIPTION	SIZE	WEIGHT	ROUTING	DISPOSAL METHOD
#35		53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	369	ECOFLO	TREATMENT
#36		53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	398	ECOFLO	TREATMENT
#37		53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	441	ECOFLO	TREATMENT
#38		53802-T	NONE	NON-REGULATED MATERIAL (FERTILIZER SOLIDS)	55	422	ECOFLO	TREATMENT
TOTAL WEIGHTS						9,953		



St. Johns County Board of County Commissioners

Purchasing Division

November 8, 2017

ADDENDUM #2

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: Bid No: 18-17; Household Hazardous Waste Collection Services

This Addendum #2 is issued to further respondents' 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 your proposal to the St. Johns County Purchasing Division, Attn: David Klages; 500 San Sebastian View, St. Augustine, FL 32084.**

Clarification:

1. The required bid security for this solicitation shall be \$4,250.00.

THE SUBMITTAL DUE DATE REMAINS NOVEMBER 15, 2017 AT 2:00 P.M.

Acknowledgment

Glenn S. Byer 11/10/17
Signature and Date

Glenn S. Byer, SE Regional Incl.
Printed Name/Title Sales Executive

Perma-Fix of Florida, Inc.
Company Name (Print)

Sincerely,

David Klages
Contract Coordinator

END OF ADDENDUM NO. 2



CONTRACT AGREEMENT
BID NO: 18-17; HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES
Master Contract No. 17-MAS-PER-08895

This Contract Agreement ("Agreement"), is made as of this _____ day of _____, 2017, by and between **St. Johns County, FL**, ("County" or "Owner"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Perma-Fix of Florida, Inc.**, ("Contractor"), authorized to do business in the State of Florida, with Address: 1940 NW 67th Place, Gainesville, FL 32653; Phone No: (352) 373-6066 Fax: (352) 372-8963 and Email: gbyer@perma-fix.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective on February 1, 2018, and shall remain in effect for an initial contract term of one (1) calendar year, and may be renewed for a maximum of three (3) one-year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the continued need for these services. While this Agreement may be renewed as stated in this Article; it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, if doing so serves the best interest of the County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this 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 Agreement.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide household hazardous waste collection services in accordance with and as otherwise provided in the Contract Documents under Bid No: 18-17. The services required under this Agreement are stated in the Specifications attached hereto as Exhibit "C". The Contractor shall be responsible for providing any and all labor, materials, equipment, transportation and supervision necessary to collect, remove and dispose of household hazardous waste from the Wilman Ridge Landfill located at 3005 Allen Nease Road, Elkton, FL 32033 on a twice monthly schedule with additional pickups as requested by the County.

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 Contract Administrator, or other designees, throughout the duration of this agreement. No changes to said schedule shall be made without prior written authorization from one of St. Johns County's representatives.

ARTICLE 5 – COMPENSATION

A. St. Johns County shall compensate the Contractor based upon Exhibit "A-1" Unit Prices as submitted in the proposal, accepted by the County, and provided herein.

The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by each 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. No invoice shall be submitted to the County prior to the completion of all services for each month. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed. In the event County Staff is forced to perform any of the services required of the Contractor defined in the Specifications, the County shall bill the Contractor for the time spent performing the services, at the hourly rates of the Staff, or shall reduce the amount the monthly amount paid to the Contractor by the amount of costs incurred by the County to perform the required services.
- D. St. Johns County's obligations under this 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 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.
- E. 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.
- F. Unless otherwise notified, bills/invoices should be delivered to:
SJC Solid Waste Department
Attn: Christy Stewart
3005 Allen Nease Road
Elkton, FL 32033
- G. **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 Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of this Agreement.

The said rates and costs shall be required 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 Agreement may be terminated by the County without cause upon at least thirty (30) 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 fourteen (14) 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 Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) 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 Agreement.

- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Agreement, such action shall constitute sufficient cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Agreement 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 – BACKGROUND SCREENINGS

The Contractor shall be required to perform background screenings on any and all personnel to perform services, at any time, on County property, under this Agreement. By executing this Agreement, the Contractor certifies that any and all personnel performing services on County property, under this Agreement, have been properly screened, prior to performing any work, and have met the criteria provided below:

- A. Level I Background Screenings are required for any and all Contractor provided personnel performing services on County property under this Agreement. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.
- B. Level II Background Screenings are required for any and all Contractor provided personnel as specified in Chapter 435.06, Florida Statutes.
- C. Contractor provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, or entered into a pre-trial intervention in a felony case may not perform any services under this Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property, under this Agreement.
- D. The Contractor shall be required to make any and all records from background screenings of Contractor provided personnel available to the County for review/audit, upon request from the County. The Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.

ARTICLE 11 – SUBCONTRACTING

The 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 12 – 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 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 Agreement.

ARTICLE 13 – INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the 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 Agreement.

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 Agreement, 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 Agreement, 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 a Contractor.

The Contractor shall maintain during the life of this Agreement, 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.

The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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 and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and reasonable attorneys' fees, arising out of and to the extent caused by the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, the Contractor shall not assign, sublet, convey or transfer its interest in this Agreement without the written consent of the County. 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 now 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 the 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 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 omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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 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 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 the 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 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 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 Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to 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 the 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 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 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 Agreement. The 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 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this 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 Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this 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 Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

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

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification 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 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 Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

ARTICLE 31 - ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

All notices required in this 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
Jaime T. Locklear, MPA, CPPB, FCCM
Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Perma-Fix of Florida, Inc
Attn: Mr. Glenn S. Byer, Sales Executive
1940 NW 67th Place
Gainesville, FL 32653

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 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 Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under 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;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.
- C. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 35 – NO THIRD PARTY BENEFICIARIES

Both the County and the Contractor explicitly agree, and this Agreement 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 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.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Agreement on the day and year below noted.

OWNER:

St. Johns County, FL (Seal)

Signature – County Representative

Jaime T. Locklear, MPA, CPPB, FCCM
Authorized Representative Name

Assistant Purchasing Manager
Authorized Representative Title

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

CONTRACTOR:

Perma-Fix of Florida, Inc (Seal)
Full Legal Company Name

Authorized Representative Name (Type or Print)

Authorized Representative Signature

Title

Date of Execution

BID NO: 18-17; HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES
EXHIBIT "A" – BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Prices as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The prices 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 this Agreement through a Contract Amendment.

Pricing adjustments may be considered on an annual basis, and must be mutually accepted by both the Contractor and the County. Price adjustment requests must be based upon the Consumer Price Index (CPI) in effect at the time of request, unless otherwise approved by the County. All accepted and approved price adjustments shall become effective as stipulated in the contract amendment.

DRAFT

BID NO: 18-17; HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES
EXHIBIT "A-1" – UNIT PRICES

Category 1	Unit Price:
Oil-Based Paint (55 gal drum)	\$185.00
Latex Paint (55 gal drum)	\$140.00
Anti-Freeze (55 gal drum)	\$110.00
Contaminated Anti-Freeze (55 gal drum)	\$110.00
Used Oil Filters (55 gal drum)	\$75.00
Used Oil Rags (55 gal drum)	\$75.00
Aerosol Cans (55 gal drum)	\$225.00
Total Unit Price Bid – Category 1:	\$920.00
Category 2	Unit Price:
Fluorescent Lamps 4ft and under (Priced per Foot)	\$0.15
Fluorescent Lamps 5ft and over (Priced per Foot)	\$0.15
Circular Fluorescent Lamps (Priced per Lamp)	\$0.50
Compact Fluorescent Lamps (Priced per Lamp)	\$0.50
Compact Fluorescent Lamps (Priced per Pound)	\$5.00
Crushed lamps drummed (Priced per 55 gal Drum)	\$250.00
Light Fixtures without Ballasts (Priced per Lamp)	\$2.50
Light Fixtures with Ballasts (Priced per Pound)	\$0.50
Shielded Fluorescent Lamps (Priced per Lamp)	\$1.50
U-tube Lamps (Priced per Lamp)	\$0.50
UV Fluorescent Lamps (Priced per Lamp)	\$0.60
HID Lamps (Priced per Lamp)	\$0.90
Broken HID Lamps (Priced per 55 gal Drum)	\$100.00
Halogen Lamps (Priced per Lamp)	\$0.90
Incandescent Lamps (Priced per Lamp)	\$0.25
Broken Fluorescent Lamps (Priced per 55 gal Drum)	\$100.00
Flood Lamps (Priced per Lamp)	\$0.90
Free-flowing Mercury Lamps (Priced per Lamp)	\$5.00
Metal Halide Lamps (Priced per Lamp)	\$0.90
Super High-Pressure Mercury Vapor Lamps (Priced per Lamp)	\$0.90
Neon Lamps (Priced per Lamp)	\$0.90
High Pressure Sodium Lamps (Priced per Lamp)	\$0.90
Low Pressure Sodium Lamps (Priced per Pound)	\$0.90
Non-Liquid Mercury Containing Articles (Priced per Pound)	\$5.00
Liquid Mercury Containing Articles (Priced per Pound)	\$5.00
Mercury Thermostats (Priced per Pound)	\$5.00
Total Unit Price Bid – Category 2:	\$489.35

Category 3	Unit Price:
Class 1 – Explosives – 5 gal lab-packed drum	\$195.00
Class 2 – Gasses – Butane – per gas container	\$150.00
Class 2 – Gasses – Acetylene – per gas container	\$150.00
Class 2 – Gasses – Freon – per gas container	\$50.00
Class 2 – Gasses – Methane – per gas container	\$150.00
Class 2 – Gasses – Nitrogen – per gas container	\$70.00
Class 2 – Gasses – Nitrous Oxide – per gas container	\$70.00
Class 2 – Gasses – Containers A&B for 2 Part Spray Insulation – per gas container	\$100.00
Class 2 – Gasses – Argon – per gas container	\$70.00
Class 3 – Flammable & Combustible Liquids – 55 gal lab-packed drum	\$285.00
Class 3 – Flammable & Combustible Liquids – 30 gal lab-packed drum	\$235.00
Class 3 – Flammable & Combustible Liquids – 15 gal lab-packed drum	\$180.00
Class 3 – Flammable & Combustible Liquids – 5 gal lab-packed drum	\$105.00
Total Unit Price Bid – Category 3:	\$1,810.00
Category 4	Unit Price:
Class 4 – Flammable Solids, Spontaneous Combustibles – 55 gal lab-packed drum	\$95.00
Class 4 – Flammable Solids, Spontaneous Combustibles – 30 gal lab-packed drum	\$85.00
Class 4 – Flammable Solids, Spontaneous Combustibles – 15 gal lab-packed drum	\$75.00
Class 4 – Flammable Solids, Spontaneous Combustibles – 5 gal lab-packed drum	\$50.00
Class 4 – Dangerous when Wet, Water Reactive Substances, Spontaneous Combustibles – 5 gal lab-packed drum	\$75.00
Class 5 – Oxidizing Substances & Organic Peroxides – 55 gal lab-packed drum	\$475.00
Class 5 – Oxidizing Substances & Organic Peroxides – 30 gal lab-packed drum	\$450.00
Class 5 – Oxidizing Substances & Organic Peroxides – 15 gal lab-packed drum	\$175.00
Class 5 – Oxidizing Substances & Organic Peroxides – 5 gal lab-packed drum	\$100.00
Class 6 – Toxic & Infectious Substances – 55 gal lab-packed drum	\$320.00
Class 6 – Toxic & Infectious Substances – 30 gal lab-packed drum	\$165.00
Class 6 – Toxic & Infectious Substances – 15 gal lab-packed drum	\$85.00
Class 6 – Toxic & Infectious Substances – 5 gal lab-packed drum	\$35.00
Total Unit Price Bid – Category 4:	\$2,185.00
Category 5	Unit Price:
Class 7 – Radioactive Materials – 55 gal lab-packed drum	\$300.00
Class 7 – Radioactive Materials – 30 gal lab-packed drum	\$250.00
Class 7 – Radioactive Materials – 15 gal lab-packed drum	\$200.00
Class 7 – Radioactive Materials – 5 gal lab-packed drum	\$150.00
Class 8 – Corrosives – 55 gal lab-packed drum	\$75.00
Class 8 – Corrosives – 30 gal lab-packed drum	\$60.00
Class 8 – Corrosives – 15 gal lab-packed drum	\$40.00
Class 8 – Corrosives – 5 gal lab-packed drum	\$25.00
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 55 gal lab-packed drum	\$75.00
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 30 gal lab-packed drum	\$60.00

Class 9 – Misc Haz Materials/Products/Substances/Organisms – 15 gal lab-packed drum	\$40.00
Class 9 – Misc Haz Materials/Products/Substances/Organisms – 5 gal lab-packed drum	\$25.00
Total Unit Price Bid – Category 5:	\$1,300.00

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BID NO: 18-17; HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES
EXHIBIT "B" – CONTRACT SCHEDULE

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

Initial Contract – Shall become effective on February 1, 2018, and shall remain in effect for an initial term of one (1) year, or until services are no longer needed.

Contract Renewal/s – The contract may be renewed for a maximum of three (3) one-year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the continued need for these services. The County may renew this Agreement beyond the terms stated above, if doing so serves the best interest of the County.

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BID NO: 18-17; HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES
EXHIBIT "C" – MINIMUM SPECIFICATIONS & CONDITIONS

The Scope of Work that shall be performed under this Contract shall include any and all labor, materials, equipment, transportation and supervision necessary to collect, remove and dispose of household hazardous waste from the SJC Solid Waste Tillman Ridge Landfill located at 3005 Allen Nease Road, Elkton, FL 32033. The Contractor shall be required to collect materials twice each month, with additional collections performed as requested by the County. The specifications stated below are minimum requirements with which the Contractor shall be responsible for complying with throughout the duration of this Contract.

A. Household Hazardous Waste

The Contractor shall be responsible for collecting, transporting and disposing household hazardous and non-hazardous waste collected by the SJC Solid Waste Department through organized community collection days, and through customer drop-off at the Tillman Ridge Landfill. The waste may include, but is not limited to, the following classes and divisions of materials:

- Class 1 – Explosives
 - Division 1.1 – Explosives with a mass explosion hazard
 - Division 1.2 – Explosives with a projection hazard
 - Division 1.3 – Explosives with a predominantly fire hazard
 - Division 1.4 – Explosives with no significant blast hazard
 - Division 1.5 – Very insensitive with a mass explosion hazard
 - Division 1.6 – Extremely insensitive articles
- Class 2 – Gases
 - Division 2.1 – Flammable gases
 - Division 2.2 – Non-flammable gases
 - Division 2.3 – Toxic gases
- Class 3 – Flammable & Combustible Liquids
- Class 4 – Flammable Solids, Danger when Wet, Water Reactive Substances, Spontaneously Combustible Materials
 - Division 4.1 – Flammable Solids
 - Division 4.2 – Spontaneously Combustible Materials
 - Division 4.3 – Water Reactive Substances & Dangers when Wet
- Class 5 – Oxidizing Substances & Organic Peroxides
 - Division 5.1 – Oxidizing Substances
 - Division 5.2 – Organic Peroxides
- Class 6 – Toxic Substances & Infectious Substances
 - Division 6.1 – Toxic Substances
 - Division 6.2 – Infectious Substances
- Class 7 – Radioactive Materials
- Class 8 – Corrosives
- Class 9 – Miscellaneous Hazardous Materials/Products/Substances/Organisms

Unknown Materials

For any materials collected by SJC Solid Waste that cannot be identified, the Contractor shall be responsible for testing the materials to determine the type of chemical/material for correct packaging, labeling, and transporting. Once the material has been classified, the Contractor shall package, label, transport and dispose of the material as required based on the most current regulations for that material. The Contractor shall bill the County for the disposal of the classified material based on the unit price submitted for that material. There shall be no additional fees or costs associated with the sampling, testing, or determination of the material classification.

Testing of Materials

In the event testing of a material is required, the Contractor shall be responsible for properly taking samples of the materials in question and having the materials tested by a licensed lab facility, approved by the County. The cost for any testing and/or lab services must be included in the unit prices submitted under this bid. The County shall not pay any additional fees for the testing of any materials under this Contract.

If materials are on site that must be tested prior to packaging, the Contractor shall be required to take the necessary sample(s) of the materials on the scheduled collection date. The Contractor shall be required to submit any reports from testing to the County and transport the tested materials within forty eight (48) hours of the scheduled collection date. The Contractor must provide the County with lab results of the tested materials in order to verify classification of materials prior to packaging and transporting materials for disposal.

In the event the Contractor is unable to collect the tested materials within forty eight (48) hours of the scheduled collection date, the Contractor shall be required to notify the County in writing of the delay, and must collect the materials at a time and date specified by the County. Continued delays in collecting materials after testing may result in termination of the Contract.

Chemist

The Contractor shall be responsible for providing a certified chemist to perform any necessary sampling of unknown materials or materials requiring testing for any reason. The cost for chemist services shall be included in the unit prices submitted under this bid. The County shall not pay any additional fees for chemist(s) under this Contract.

A Contractor provided chemist must be present at any and all of the scheduled pick-ups to sort, sample, and package any and all materials that require sampling, testing, or lab-packing by the Contractor.

B. Containers

Any and all containers necessary for the collection of materials under this contract shall be provided by the Contractor and shall remain the property of the Contractor throughout the duration of the contract. Any and all costs associated with providing the necessary containers shall be included in the Unit Prices submitted under this bid. There shall be no additional or separate costs incurred by the County for any containers under this contract.

Once the Contract becomes effective the Contractor shall provide to the County seventy-five (75) fifty-five (55) gallon drums with lids for the collection of materials for transportation and disposal.

Any containers delivered to the County must be fully intact with no damages that may cause them to be unusable for collection of materials. The County reserves the right to refuse any and all containers that do not meet the requirements for collection and packaging of materials under this contract. The Contractor shall be responsible for removing any and all refused containers, and replacing with containers appropriate for collecting and packaging materials.

Upon use of any containers delivered to the SJC Solid Waste Department, the Contractor shall deliver empty containers as needed by Solid Waste to continue to collect the materials that can be placed into containers by the SJC Solid Waste Department. Typically, the number of containers to be replaced will equal the number of containers removed by the Contractor. Deliveries of empty containers may be required at each scheduled collection date; however, if SJC Solid Waste has a sufficient supply of containers on hand, the Contractor may wait to deliver empty containers until the following scheduled collection dates.

Filling Containers

The County shall fill containers with latex paint, oil-based paint, and anti-freeze as materials are received from drop-offs by customers. Liquids will be poured into the containers. The Contractor shall fill containers for all other materials not filled by County Staff, including any and all materials that are required to be lab-packed.

Labeling of Containers

The Contractor shall provide the County with any and all materials necessary to properly label the containers for transportation and disposal according to FDEP and all other applicable regulations. The County shall label all containers that will be filled with materials by County Staff. The Contractor shall label all containers that will be filled by Contractor Staff. The Contractor shall provide instruction to County Staff on proper labeling for containers to be

filled by the County.

C. Storage of Materials for Collection

The County shall store all materials that cannot be placed into containers by County Staff in separate storage areas, or "lockers", according to the type of chemicals and hazardous/non-hazardous classifications. The County shall be responsible for ensuring that the lockers comply with any and all applicable FDEP, OSHA and any other waste storage requirements and regulations.

The Contractor will be given access to the lockers during the scheduled collection dates in order to sort and fill containers for transportation and disposal. The Contractor shall not be permitted to access any locker without County Staff permission and supervision.

D. Collection of Materials

The Contractor shall perform collections from the SJC Solid Waste Department - Tillman Ridge Landfill located at 3005 Allen Nease Road, Elkton, FL 32033 twice each month. The schedule shall be coordinated between the County and the Contractor upon the effective date of the Contract. The two (2) collections performed each month must be completed at least fourteen (14) days apart. The Contractor shall be required to arrive on site at the SJC Solid Waste Department no later than nine o'clock (9:00 a.m.) on the dates of the scheduled collections. No mobile service/pick-ups will be required.

When the County has materials that are required to be lab-packed, the Contractor shall perform all sorting, labeling, and filling of containers on the day of the scheduled pick-up. If the containers cannot be picked up on the same day, due to testing or other requirements, the Contractor must collect these containers within forty eight (48) hours of the scheduled collection date.

The Contractor shall be required to notify the County at least forty eight (48) hours in advance if any scheduled collection cannot be performed for any reason. The Contractor shall coordinate with County Staff to set an alternate date for the collection to be scheduled. Continued failure by the Contractor to perform collections as scheduled by the County, may result in termination of the Contract.

The Contractor shall be required to provide the County with a load manifest detailing the number of containers being transported, the contents of each container, and the location of the permitted facility(s) where materials will be disposed. Each manifest shall be signed by a County representative and a copy provided to the County for the contract file.

Additional Collections

If, at any time, the County receives a surplus of household hazardous waste (HHW) materials from drop-offs by customers that cause a decrease in the County's storage area, the County may request additional collections by the Contractor at the same unit price as the scheduled monthly collections. The County shall notify the Contractor of any need for an additional collection via telephone, and followed by an email. The County may request the collection be performed within twenty four (24) hours of notification, or may schedule the additional collection for a specific date and time to meet the needs of the County. The Contractor shall be required to perform the additional collection as requested or scheduled by the County.

E. Equipment

The Contractor shall be responsible for providing equipment sufficient to perform the services according to the requirements stated herein. At a minimum, the Contractor shall be required to provide the following:

- Truck(s) equipped with a lift gate, with a minimum capacity of twenty (20) fifty-five (55) gallon drums
- Pallet Jack(s)
- Drum Dolly/s

If the Contractor fails to provide the required equipment, the County may prohibit the Contractor from performing any services at that time. The Contractor will be required to obtain the necessary equipment and return to the SJC Solid Waste Department to perform the required services within twenty four (24) hours.

F. Instructions

The Contractor shall provide semi-annual instruction to the SJC Solid Waste Department employees on proper

packaging, sealing, and labeling of any and all waste to be collected for disposal by the Contractor, as well as any changes to current regulations governing the services performed under this contract.

G. Reporting

The Contractor shall provide quarterly and annual summary reports on all collected and disposed of materials during the specified time period. The summary reports must reflect the dates of collection for all materials, the facilities where any materials were disposed, and quantities of each type of material collected.

The Contractor shall be required to notify the County of any recycling capabilities for any materials collected under this Contract. If any materials are recycled, at any time, under this contract, the Contractor shall be required to report such to the County. The Contractor shall submit the type of material(s) that were recycled, the quantity of materials recycled, the method used to recycle the materials, and the facility or location where the materials were recycled.

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