

RESOLUTION NO. 2018 - 22

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-03 AND TO EXECUTE AN AGREEMENT FOR TRASH MAINTENANCE AND RECYCLING SERVICES FOR ST JOHNS COUNTY BEACHES

RECITALS

WHEREAS, the County desires to enter into contract with Lyons Contract Service, LLC to provide services for St Johns County Beaches Trash Maintenance; and

WHEREAS, the Contractor shall be responsible for providing maintenance of trash, debris and recycling on all County-maintained beaches and adjacent properties throughout St. Johns County. Services under this contract shall include collecting trash and recycling from all County-provided receptacles throughout the County as scheduled, maintain areas immediately surrounding receptacles free of debris and trash throughout all County locations, and maintain beaches in a trash and debris free state from the water's edge up to the top of the most seaward dune or fence and up to the pavement on vehicle access ramps; and

WHEREAS, through the County's formal Bid process, Lyons Contract Service, LLC 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, an incorporated herein) and finds that entering into contracts to complete the work serves a public purpose.

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 18-03 to Lyons Contract Service, LLC and to execute a contract for the services set forth therein.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement 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 No: 18-03.

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 16th day of January 2018.

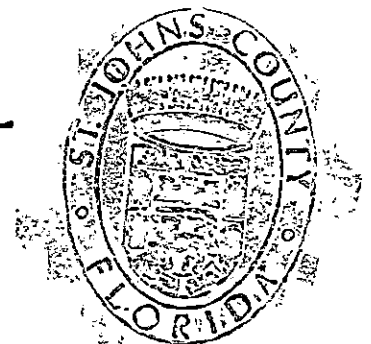
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halteman
Deputy Clerk

RENDITION DATE 1/18/18





CONTRACT AGREEMENT
BID NO: 18-03; Trash Maintenance Services – St. Johns County Beaches
Master Contract #: 18-MCC-LYO-08970

This Contract Agreement, (“Agreement”) is made as of this _____ day of _____, 2017, by and between **St. Johns County, FL** (“Owner” or “County”), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Lyons Contract Service LLC** (“Contractor”), authorized to do business in the State of Florida, with offices located at P.O. Box 840209, St. Augustine, FL 32080; Phone: (904)293-6328; and Email: Lyonscontractservice@yahoo.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 three (3) calendar years, and may be renewed for a maximum of one (1) two-year period, 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 extend this Agreement. It is further expressly understood that the option of extension 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 (1) this Agreement together with all exhibits, attachments, and duly executed amendments or change orders; (2) all Bid No: 18-03 Documents together with all addenda/exhibits thereto; (3) all Specifications; (4) all duly executed Amendments or Change Orders issued after the Effective Date of the Contract; and (5) FEMA Public Assistance Program Required Contract Clauses (Exhibit C). Documents not enumerated in this Article are not Contract Documents and do not form part of the Contract.

ARTICLE 3 - SERVICES

The Contractor’s responsibility under this Agreement is **providing maintenance of trash, debris and recycling on all County-maintained beaches and adjacent properties throughout St. Johns County. Services under this contract shall include collecting trash and recycling from all County-provided receptacles throughout the County as scheduled, maintain areas immediately surrounding receptacles free of debris and trash throughout all County locations, and maintain beaches in a trash and debris free state from the water’s edge up to the top of the most seaward dune or fence and up to the pavement on vehicle access ramps**, as specified in the Scope of Work attached hereto as Exhibit “B”, proposed by the Contractor, approved by the County in accordance with Bid No: 18-03 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County _____ Parks and Recreation Department or other authorized County designee, who shall act as the County’s representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County’s representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon the monthly bid price of seventeen thousand dollars (\$17,000.00) during beach season, or March through October, and based upon the monthly bid price of ten thousand two hundred fifty dollars (\$10,250.00) during off-beach season, or November through February, for an annual amount of one hundred seventy seven thousand dollars (\$177,000.00), as submitted in the bid proposal, accepted by the County, and provided herein on Exhibit A. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the respective 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, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
 - 1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
 - 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 - 3. The reimbursable expenses, if any, have been reasonably incurred; and
 - 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Beach Services Department
Attn: Sydney Lindblad
901 Pope Road
St. Augustine, FL 32080
- 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 Contractor's final bill/invoice to the County. 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 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 wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 8 – 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 Agreement may be terminated by the Contractor with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default 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. 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 five (5) calendar days in which to cure the default. Failure to cure the default 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.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided 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 Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

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 Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

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 provide a tax exemption certificate to the Contractor upon request. 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 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - 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 Agreement, 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 are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

ARTICLE 15 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 16 – 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, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, 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 18 – REMEDIES

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

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

ARTICLE 19 – 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 thirty (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 20 – EXCUSABLE DELAYS

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

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

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

ARTICLE 21 – 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 22 – 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 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, 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.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – 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 25 – 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 26 – 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 27 – 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 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies

of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

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

ARTICLE 30 – 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 31 - 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 32 – FLORIDA LAW & VENUE

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

ARTICLE 33 – 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 34 - 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
Attn: Jaime 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:

Lyons Contract Service LLC
Attn: Carlton Lyons, President
P.O. Box 840209
St. Augustine, Florida 32080

ARTICLE 35 - 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 36 –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.

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.

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: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 37 – 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 St. Johns County, Florida.

ARTICLE 38 – 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 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.

ARTICLE 39 – 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 cost 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 reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party’s authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Contract Agreement on the day and year below noted.

OWNER:

St. Johns County, FL

By: _____
Signature County Representative

Jaime T. Locklear, MPA, CPPB, FCCM
Printed Name – County Representative

Assistant Purchasing Manager
Title – County Representative

Date of Execution

CONTRACTOR:

Lyons Contract Service, LLC (Seal)
Company Name

By: _____
Signature of Contractor Representative

Printed Name & Title

Date of Execution

ATTEST:

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

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

Bid No. 18-03; Trash Maintenance Services – St. Johns County Beaches
Master Contract #: 18-MCC-LYO-08970

EXHIBIT "A" -BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the monthly prices as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The monthly 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 affect 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.

1. Price per month During Beach Season- Trash AND Recycling Service (Mar-Oct): \$17,00.00

2. Price per month Off Beach Season- Trash AND Recycling Service (Nov- Feb): \$10,250.00

Bidders shall multiply #1 above by 8 and #2 by 4 and add together to get the Total Annual Price below.

TOTAL ANNUAL BID PRICE TRASH & RECYCLING SERVICES \$177,000.00

Bid No. 18-03; Trash Maintenance Services – St. Johns County Beaches
Master Contract #: 18-MCC-LYO-08970

EXHIBIT “B” – SCOPE OF WORK

St. Johns County has over forty (40) miles of coastline. Throughout these beaches, there are footpaths, walkovers and vehicle access ramps at which trash and recycling receptacles are placed in addition to the receptacles placed along the seaward length of beach in order to help maintain these areas free of trash and other debris. The beaches are divided by North and South regions. Beaches located in both regions are included in this contract.

Scope of Work

The scope of work for the required trash maintenance services for the St. Johns County Beaches is described below. The Contractor shall be responsible for providing any and all labor, equipment, supplies, transportation, manpower, disposal fees necessary to provide the required services throughout the duration of the Contract.

Staffing

The Contractor shall be responsible for maintaining a sufficient number of employees necessary to provide the required services according to the schedule set by the County.

Vehicles & Equipment

The Contractor shall be responsible for utilizing the necessary equipment to perform the required maintenance as described below at all times throughout the duration of the Contract. The Contractor may own, rent, or lease the required equipment so long as it is available to perform the necessary maintenance as required by this contract. At a minimum, the Contractor must own, or have access to two (2) all-terrain vehicles and two (2) 4X4 trucks with trailers equipped with screens or covers. All vehicles and equipment must be able to endure soft sand conditions and operate in a way that has no impact on the natural resources of the beach and that comply with all driving regulations. Please see Attachment “F”.

Services

A. Receptacle Trash Collection

The Contractor shall collect trash from all designated receptacles throughout the County according to the schedule established for during beach season and for beach off season throughout the duration of the contract. The Contractor shall empty the receptacles as well as collect and remove any and all trash and debris from around each receptacle in the box, bin or containers utilized to secure the receptacle. The Contractor shall also remove any and all trash from the area immediately surrounding the trash receptacle. This shall include any and all large household or trash items.

The County shall also have placed at designated locations along the beach (sand locations) recycling receptacles for collection of recyclable materials. The Contractor shall be responsible for collecting the materials from these containers and disposing of them at the Republic Services Drop Off located at 445-A Republic Drive, St Augustine, FL 32095. The Contractor shall check recycling containers during the scheduled routes, and empty any recyclable containers that are more than half full.

B. Beachside Trash Collection

The Contractor shall utilize 4x4 trucks and ATVs to pull trailers along beaches to collect trash from the water to the top of the most seaward dune or fence and up to the pavement on vehicle access ramps. This collection is in addition to the collection from any and all receptacles placed along the beaches. This service includes the area of beach from Porpoise Pt to Surfside, the surrounding beach adjacent to Micklers Landing, and the southern beaches between Pope Road and Fort Matanzas Ramp. Beachside collection may be performed independently from the scheduled route for receptacle collection.

The Contractor shall at all times comply with any and all requirements of St. Johns County Beach Ordinance 2007-19.

C. Transportation

The Contractor shall be responsible for transporting any and all trash and debris collected to a licensed landfill as approved by the County. The Contractor must provide a method of transportation for the collected trash and

debris that complies with any and all applicable traffic and transportation regulations, laws and ordinances. The vehicles used by the Contractor to perform services under this contract must be clearly marked with the name of the Contractor's firm with a telephone number prominently displayed.

D. Receptacles

The County shall provide the trash and recycling receptacles to be placed at all designated locations throughout the duration of the Contract.

E. Marine Animals

The Contractor may encounter deceased marine animals, including sea turtles, on the beach while performing beachside collection of trash and debris, or may be notified by beachgoers of such animals at any time throughout the duration of the Contract. The Contractor shall be responsible for notifying SJC Beach Services immediately in these situations so that the animal can be measured and/or inspected. Once the necessary organizations have conducted their investigation, and in the cases of sea turtles, a large orange "X" will be painted on the turtle, SJC Beach Services will notify the Contractor if the animal must be buried on the beach. It shall be the Contractor's responsibility to bury the animal(s) as determined by SJC Beach Services. This service shall be provided at no additional cost to the County.

F. Schedule

The Contractor shall be responsible for performing the trash maintenance services according to the schedule determined by the SJC Beach Services Department for during beach open season and beach closed season. Beach Open Season is from March 1 through October 31 and Beach Closed Season is from November 1 through February 28 each year.

During Beach Open Season: The Contractor shall be responsible for collecting trash and debris from any and all trash receptacles and recycling containers once each day Monday through Friday. On weekends (Saturday & Sunday), holidays and during spring breaks the Contractor shall perform a second collection from any and all trash receptacles. On days where the Contractor shall perform two (2) collections, the first collection must be completed between 8:00am and 11:00am, with the second collection being completed prior to 7:30pm so that both collections are performed during the hours the beaches are open.

The Contractor shall utilize ATV(s) to collect trash and debris from along the beaches a minimum of once daily during Beach Season.

The Contractor shall be responsible for collecting recyclable materials from the designated recycling containers located throughout the County, twice per week, throughout the Beach Season. Any and all recyclable materials collected shall be transported to the Republic Services Drop Off located at 445-A Republic Drive, St Augustine, FL 32095.

During Beach Off Season: The Contractor shall be responsible for collecting trash and debris from any and all trash receptacles and recycling containers, and collect trash and debris from along the beaches three (3) times per week.

In the event there are receptacles that require collections outside the required contract schedule, that Beach Services determines necessary for immediate attention, the Contractor must be available and capable to perform up to thirty five (35) of these additional collections as needed throughout the term of the Contract at no additional cost to the County. These calls will only occur during the hours of operation of the beaches.

G. Disaster Clean Up

In the event of a hurricane, or other natural event or declared disaster, the Contractor may be requested by the County to assist in performing cleanup services along the beaches. The County will request a proposal from the Contractor if and when it is necessary to request assistance after a hurricane or other natural event.

Locations

The following is a list of locations where trash and receptacles shall be picked up by the Contractor. The table below depicts the locations and quantity of trash and recycling receptacles county-wide in a north to south fashion as represented at beach front parks, street ends, beachside, and walkovers. Please see Exhibit "B" for cross reference (St. Johns County

Beach Access Map) that will be uploaded separately due to the size of the attachment.

See Attachment A Map	Receptacles Off Beach (Parking Lots, Walkovers, Access Ramps)		Receptacles On Sand	
	Trash	Recycling	Trash	Recycling
LOCATION				
PVB#1A Walkover	1	1		
PVB #2 Walkover	1	1		
PVB#3 Walkover	0	0		
PVB #4 Walkover	0	0		
San Diego Rd Walkover	1	1		
PVB#6 Walkover	0	0		
PVB#7 Walkover	0	0		
Solano Rd Walkover	2	2		
PVB#9 Walkover	0	0		
PVB #10 Walk over	0	0		
PVB#11 Walkover	0	0		
PVB#12 Walkover	0	0		
PVB#13 Walkover	0	0		
PVB#14 Walkover	1	1		
Micklers Landing Walkover & Parking Lot	10	10		
GTMNERR North Walkover & Parking Lot	NA	NA		
GTMNERR Middle Walkover & Parking Lot	NA	NA		
GTMNERR South Walkover & Parking Lot	NA	NA		
Exon Station	2	2		
South Ponte Vedra Park Walkover & Parking Lot	4	4		
Third St Walkover	0	0		
Fifth St Walkover	0	0		
Usina Foot Path & Parking Lot	2	2		
Euclid St Foot Path & Parking Lot	0	0		
14th St Foot Path	0	0		
Boating Club Rd Walkover	0	0		
23rd St Walkover	0	0		
24th St Foot Path	0	0		
North Beach Park Walkover & Parking Lot	5	0		
Carcaba Rd Walkover	0	0		
Nease Beachfront Park Walkover & Parking Lot	0	0		
Surfside Av Walkover and North Beach	4	2		
Palmetto Av Walkover	0	0		
Vilano Vehicle Access Ramp			10	10
Vilano North Walkover	0	0		
Vilano South Walkover	0	1		
Anastasia State Park Walkover & Parking Lot	NA	NA		
Anastasia SP Foot Path & Parking Lot	NA	NA		
Pope Rd Scenic Overlook and Beach Access	3	3		
Porpoise Point Vehicle Access	2	2		
SJC Pier Walkover, Pier & Parking Lot	25	25		
Foot Path's and Parking Lots :				
16th	2	2		
15th	0	0		
11th	2	2		
8th	0	0		

3rd	0	0		
13th St Walkover	0	0		
10th St Walkover & Parking Lot	2	2		
9th St Walkover	2	2		
7 th St Walkover	2	2		
5th St Walkover	2	2		
2nd St Walkover	1	1		
1st St Walkover	1	1		
A St Vehicle Access & Parking Lot	0	0		
Driving Beaches A-Street to Fort Matanzas			60	60
D St Walkover	0	0		
F St Walkover	0	0		
Ocean Hammock Walkover & Parking Lot	NA	NA		
Versaggi Dr Walkover	NA	NA		
Ocean Trace Rd Vehicle Access	NA	NA		
Dondanville Rd Vehicle Access	NA	NA		
E Magnolia Av Walkover	0	0		
E Palmetto Av Walkover	0	0		
Orange Av Walkover	0	0		
Matanzas Av Vehicle Access	1	1		
Skipper Ln Walkover	0	0		
Mary St Vehicle Access & Parking Lot	1	1		
Minnie St Walkover & Parking Lot	0	0		
Butler Park East Walkover & Parking Lot	8	8		
Crescent Beach Ramp ; Pavilions; walkovers Vehicle Access	6	6		
Green Rd Walkover	0	0		
Spyglass Walkover & Parking Lot	0	0		

Upon the request of Beach Services, the contractor will assist with the placement and pick-up of cans for large scale permitted events including but not limited to beach volleyball tournaments, paddleball tournaments, triathlons, surf and skim competitions, etc.

Bid No. 18-03; Trash Maintenance Services – St. Johns County Beaches
Master Contract #: 18-MCC-LYO-08970

EXHIBIT "C"

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving

such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

3. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official
Name and Title of Contractor's Authorized Official
Date

7. Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

8. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

December 20, 2017

RE: Bid No: 18-03 – Trash Maintenance Services-St Johns County Beaches

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to **Lyons Contract Service, LLC** as the lowest responsive, responsible bidders for Bid No: 18-03 – Trash Maintenance Services – St Johns County Beaches. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 2:00PM, Wednesday December 27, 2017.

- Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. 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 herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Any and all questions or inquiries regarding this notice, bid, or the procurement process, should be directed to Ms. April Johnston, Procurement Coordinator at ajohnston@sjcfl.us.

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


County Representative Signature

Date: 12/20/17

Jaime T. Locklear, MPA, CPPB, FCCM, Assistant Purchasing Manager
Name & Title



**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: Billy Zeits – St Johns County Parks and Recreation
FROM: April Johnston, Procurement Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 18-03, Trash Maintenance Services – St Johns County Beaches
DATE: October 18, 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 _____

Date 12/19/17

Budget Amount \$262,380

Account Funding Title 1146-53710 Beach Maintenance

Funding Charge Code 1146-53710

Award to Lyons

Award Amount \$177,000

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE TRASH MAINTENANCE SERVICES
ST JOHNS COUNTY BEACHES

BID NUMBER 18-03

OPENING DATE/TIME October 18, 2017 2:00 PM

POSTING DATE/TIME 10/18/17 4:30 PM FROM UNTIL 10/23/17 4:30 PM

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

OPENED BY
TABULATED BY
VERIFIED BY

April Johnston
Bryan Matus

BIDDERS	TOTAL ANNUAL BID PRICE TRASH SERVICE ONLY	ALTERNATE #1 TOTAL ANNUAL BID PRICE TRASH & RECYCLING SERVICE	BID BOND	ADDENDUM #1			
Beachcomber South, Inc	\$206,000.00	\$247,000.00	YES	YES			
Lyons Contract Service	\$170,000.00	\$177,000.00	YES	YES			
American Janitorial, Inc	\$184,400.00	\$193,608.00	YES	YES			
M+M Commercial Cleaning Concepts Inc	\$120,000.00	\$182,000.00	YES	YES			
Sanks Refuse Services, Inc	\$215,024.00	\$225,024.00	NO	YES			

BID AWARD DATE - _____

BID NO: 18-03

OFFICIAL COUNTY BID FORM
REVISED 10.5.17
ST. JOHNS COUNTY, FLORIDA

PROJECT:

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

DATE SUBMITTED: 17 October 2017

BID PROPOSAL OF

Lyons Contract Service LLC

Full Legal Company Name

PO Box 840209, SAINT AUGUSTINE, FL. 32080

904-293-6328

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: 18-03; Trash Maintenance Services - ST JOHNS COUNTY Beaches 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 Bid Proposal summarized as follows:

ANNUAL PRICE BID TRASH SERVICES ONLY:

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 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.

- | | |
|---|---------------------|
| 1. Price per month during Beach Season Trash Service Only (Mar-Oct): | <u>\$ 16,500.00</u> |
| 2. Price per month during Off-Beach Season Trash Service Only (Nov- Feb): | <u>\$ 9,500.00</u> |

Bidders shall multiply #1 above by 8 and #2 by 4 and add together to get the Total Annual Price below.

TOTAL ANNUAL BID PRICE TRASH SERVICES ONLY \$170,000.00

Amount Written in Numerals

One hundred seventy thousand dollars.

Amount Written in Words

ALTERNATE #1 - ANNUAL PRICE BID TRASH & RECYCLING SERVICES:

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 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.

- | | |
|---|---------------------|
| 1. Price per month during Beach Season- Trash AND Recycling Service (Mar-Oct): | <u>\$ 17,000.00</u> |
| 2. Price per month during Off-Beach Season- Trash AND Recycling Service (Nov- Feb): | <u>\$ 10,250.00</u> |

Bidders shall multiply #1 above by 8 and #2 by 4 and add together to get the Total Annual Price below.

TOTAL ANNUAL ALTERNATE #1 BID PRICE TRASH & RECYCLING SERVICES \$ 177,000.00

Amount Written in Numerals

One hundred seventy-seven thousand dollars.

Amount Written in Words

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

No.: #1 Date Received: **10 Oct 2017**

No.: Date Received:

No.: Date Received:

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

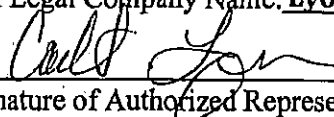
We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the 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 the total Annual Bid Price, payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County 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 County, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: Lyons Contract Service LLC (Seal)

By:  Carlton Lyons, President
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: PO Box 840209, SAINT AUGUSTINE, FL. 32080

Telephone No.: (904) 293-6328 Fax No.: ()

Email Address for Authorized Company Representative: lyonscontractservice@yahoo.com
Federal I.D. Tax Number: 47-4087708 DUNS #: _____
(if applicable)

INDIVIDUAL

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

Address: _____

Telephone No.: () Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners 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" – Experience of Bidder Form
 - Attachment "G" – Equipment List
 - Attachment "H" – Proof of Insurance
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

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

Bid No: 18-03

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 Carlton Lyons who being duly sworn, deposes and says he is President (Title) of the firm of Lyons Contract Service LLC Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-03, Trash Maintenance Services - ST JOHNS COUNTY Beaches, 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.

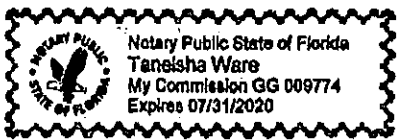
Lyons Contract Service LLC

(Bidder)
By: Carlton Lyons

President
(Title)

Sworn and subscribed to me this 18 day
of Oct, 2017.

Notary Public:
Taneisha Ware
Signature
Taneisha Ware
Printed



My commission Expires: 07/31/2020

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

Bid No: 18-03

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
Local Business	70935	St Johns County, FL	30 September 2018

THIS RECEIPT IS ISSUED PURSUANT
TO COUNTY ORDINANCE 87-38

2017/2018 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT 70935

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

EXPIRES September 30, 2018

TYPE OF BUSINESS 000276 MISC-PUBLIC SERV

BUSINESS ADDRESS 3642 SAVANNAH HWY STE 116
CHARLESTON-FL 29414

BUSINESS NAME LYONS CONTRACT SERVICE LLC
OWNER LYONS CONTRACT SERVICE LLC

MAILING ADDRESS PO BOX 840209
STAUGUSTINE-FL 32080



NEW BUSINESS
TRANSFER ORIGINAL TAX

AMOUNT

PENALTY

COLLECTION COST

TOTAL

PAID 22.00
OPER 09/20/18
1004866-0001-01-0001
DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

0000002200 0000002200 00000000000070935-1001-5

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

State of Florida



Department of State

I certify from the records of this office that LYONS CONTRACT SERVICE LLC, is a South Carolina limited liability company authorized to transact business in the State of Florida, qualified on October 17, 2017.

The document number of this limited liability company is M17000008818.

I further certify that said limited liability company has paid all fees due this office through December 31, 2017, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventeenth day of October, 2017.



CR2EO22 (1-11)

Ken Detzner

Ken Detzner
Secretary of State

Bid No: 18-03

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

NONE

BID NO.: 18-03

ATTACHMENT "E"
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM

Project (BID # 18-03) Number/Description: **Trash Maintenance Services - ST JOHNS COUNTY Beaches**

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:

Lyons Contract Service LLC

Authorized Representative(s) :


Signature

Carlton Lyons, President
Print Name/Title

Signature

Print Name/Title

BID NO: 18-03

**ATTACHMENT "F"
EXPERIENCE OF BIDDER**

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past five (5) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: Lyons Contract Service LLC

17 October 2017

Bidder

Authorized Signature

Date

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
Jun 2015 Jun 2016 Jun 2017	Town of Edisto Beach 2414 Murray St., Edisto Island, SC 29438 POC: Deborah Hargis Town Administrator dhargis@townofedistobeach.com 843-859-2505 Ext 213	\$135,360.00 Per Year	Trash container roll out/roll in service. Collect 1874, 95 gallon trash containers from residential address and relocate them to street. Return same containers back to address after emptied. Service provided twice a week. Edisto Beach, SC
15 Dec 2016	Galveston County, Road And Bridge Dept. 5115 Highway 3 Dickerson, Tx. 77539 POC: William Comeaux Regional Operations Manager William.comeaux@co.galveston.tx.us 409-765-2957	\$137,360.00 Per Year	Trash Barrel Pickup Bolivar Peninsula Beach. Collect, transport and dispose of trash collected from 278, 60 gallon beach barrels including debris from surrounding area. Galveston, TX.
Mar 2011 Mar 2012 Mar 2013 Mar 2014 Mar 2016 Mar 2017	US Department of Agriculture, Forest service Cherokee National Forest 2800 North Ocoee Street Cleveland, Tn. 37312 POC: Nina Barrow, Purchasing Officer nbarrow@fs.fed.us 423-476-9706	\$28,640.00 Per Year	Trash Collection Cherokee National Forest. Collect, transport and dispose of trash collected from 185 60 gallon trash bags including debris from surrounding area. Cleveland, TN.

Do you have any similar work in progress at this time? Yes No

Length of time in business: 8 Years

Is your company currently involved in any active litigation? No If Yes, explain: _____

Has your company ever been sued? No If Yes, explain and/or submit court decision or judgment, as applicable: _____

EXPERIENCE OF BIDDER

**Town of Edisto Beach
2414 Murray St.
Edisto Island, SC 29438
POC: Deborah Hargis
Town Administrator
dhargis@townofedistobeach.com
843-869-2505 Ext 213**

**Galveston County, Road and Bridge Dept.
5115 Highway 3
Dickerson, TX. 77539
POC: William Comeaux
Regional Operations Manager
William.comeaux@co.galveston.tx.us
409-765-2957**

**US Department of Agriculture, Forest service
Cherokee National Forest
2800 North Ocoee Street
Cleveland, Tn. 37312
POC: Nina Barrow, Purchasing Officer
nbarrow@fs.fed.us
423-476-9706**

ATTACHMENT "G"
LIST OF EQUIPMENT

1 - 2016 GMC Sierra 1500, 4x4

1 - 2010 Chevrolet Silverado, 4x4

2 - 2017 Polaris Ranger Crew XP 900

2 - 2017 Big Tex. 7x12 Dump trailers equipped with screens.

BID NO: 18-03

ATTACHMENT "H"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

VARSITY INS GROUP
 12412 SAN JOSE BD 201
 JACKSONVILLE, FL 32223

PROGRESSIVE
 COMMERCIAL

Underwritten by:
 Progressive Express Ins Company
 October 12, 2017
 Policy Period: Oct 12, 2017 - Oct 12, 2018
 Page 1 of 2

LYONS CONTRACT SERVICE
 DBA:
 68 S. DIXIE HWY
 SAINT AUGUSTINE, FL 32084

Customer Phone number: 1-229-854-1075

Commercial Auto Insurance Quote

Thank you for contacting me about your auto insurance needs. I am pleased to provide you with a quote from Progressive Express Ins Company, a company that offers competitive rates and many outstanding services. Progressive gives you access to your policy information through progressiveagent.com, your customized Web site. Claims service is available 24 hours a day, 7 days a week by calling 1-800-274-4499.

Policy information

Business type: Trucking For-Hire
 Sub business type: Garbage & Trash

Quote for 12 month policy period

If you pay your premium in full, you will receive a discount as shown.

Total policy premium	\$11,996.00
Paid in full discount	-1851.00
Policy premium if paid in full	\$10,145.00

Payment plans

Payment Method: 1 payment

Electronic Funds Transfer (EFT) assures that your payment is on time. Each payment includes a \$0.00 service charge.

Payment plan	Total premium	Initial payment	Payments
1 Payment	\$10,145.00	\$10,145.00	None
2 Payments, 50.0% Down	\$11,996.00	\$6,008.00	1 payment of \$5,991.00

Make payments by mail or at progressiveagent.com. Each payment includes a \$0.00 service charge.

Payment plan	Total premium	Initial payment	Payments
1 Payment	\$10,145.00	\$10,145.00	None
2 Payments, 50.0% Down	\$11,996.00	\$6,008.00	1 payment of \$5,991.00

To purchase insurance

Please review the information on your quote for accuracy; incomplete and inaccurate information could affect your rate. These rates are subject to verification of information. If you have any questions or would like to purchase a Progressive policy, please call me at 1-904-268-6365. Your coverage will begin once your initial payment has been received. Thanks again for the opportunity to work with you.

Rated drivers

Failure to accurately and completely report all driver information may result in premium differences and service delays.

Name	Age	Marital status	Points	Additional information
CARLTON LYONS	56	Single	0	


 Continued

Outline of coverage

The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle unless the policy contract or endorsements indicate otherwise.

Description	Limits	Deductible	Premium
Liability To Others			\$9,397
Bodily Injury and Property Damage Liability	\$2,000,000 combined single limit		
Employer Non-Owned Auto Liability To Others			216
Bodily Injury and Property Damage Liability	\$2,000,000 combined single limit		
Basic Personal Injury Protection			480
Without Work Comp-Named Insured & Relatives	\$10,000 each person	\$0	
Medical Payments	\$5,000 each person		32

Subtotal policy premium	\$10,125
Additional Insured Fee	20.00
Total 12 month policy premium and fees	\$10,145.00

Number of Employees: (0-10)

Auto coverage schedule

- 2004 CHEVROLET SILVERADO C1500**
 VIN: 2GCEK13T241346198 Garaging Zip Code: 32084 Territory: 1 Radius: 100 miles
 Personal use: N Body type: Pickup Use class: C

Liability Premium	Liability	PIP	Med Pay	Auto Total
	\$9397	\$480	\$32	\$9,909

Premium discounts

Policy	Paid in Full
Vehicle	
2004 CHEVROLET SILVERADO C1500	Air Bag and Anti-lock Brakes

Form QTE FL (05/08)



Please bind effective: _____

Email: _____

___ Premium Financed?

(Macneill Group can provide a finance agreement thru company's in-house finance company - Focus Finance).

___ Paid in Full

General Liability Quote

Premium Summary Page

October 11, 2017

Quote Number: b3333

To: lyons contract services llc
132 main street Saint Augustine, FL 32084

From: Varsity Insurance Group, Inc.
cole@varsityinsuranceagency.com

Named Insured: lyons contract services llc

Insured Address: 132 main street
Saint Augustine, FL 32084

Business Description: (95233) Garbage, Ash or Refuse Collecting

Policy Period: From: 10/11/2017 To: 10/11/2018
(12:01 AM Standard Time on both dates at the address of the Named Insured)

Minimum Earned: Except for Capacity Insurance, a 25% minimum earned premium will apply.

Commission:

Coverage(s) & Carrier(s): General Liability - Catlin Insurance

Quotation Expires: 30 days from today

PREMIUM SUMMARY

Excluding TRIA

Estimated Premium	\$942.00
Estimated TRIA Premium	\$0.00
Estimated Premium with TRIA	\$942.00
FL - Policy Fee	\$35.00
FL - Inspection Fee	\$0.00
FL - Surplus Lines Tax (5%)	\$48.85
FL - Surplus Lines Service Fee	\$0.98
FL - Fire Surcharge	\$0.00
FL - EMPA	\$0.00
Total	\$1,026.83

General Liability Quote

General Liability Page

Insurance Carrier: Catlin Insurance Company
Policy Form: Commercial General Liability Coverage Form

Limits of Liability:

Description	Limit of Liability
General Aggregate	\$2,000,000 CSL
Products Completed Operations	\$1,000,000 CSL
Each Occurrence	\$1,000,000 CSL
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$100,000
Medical Payments	\$5,000

General Liability Deductible: 500 Per Occurrence

Location Schedule:

Location No.	Location Address
1	132 main street, Saint Augustine, FL 32084

Schedule of Operations:

Loc No.	Class Description	Premium Basis	Exposure Basis	Premium
1.	(95233) Garbage, Ash or Refuse Collecting	Payroll	\$56700	\$942.00
	Designated Person or Organization			\$0.00

Total General Liability Premium: \$942.00

BID NO: 18-03

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

For

Trash Maintenance Services - ST JOHNS COUNTY Beaches
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.



St. Johns County Board of County Commissioners

Purchasing Division

October 10, 2017

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 18-03; Trash Maintenance Services – St Johns County Beaches

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

Questions/Clarifications:

1. Can you confirm that there are 320 trash/recycle containers?

Response: The locations of the receptacles in most cases match (i.e. on elevated wood structure with 1 trash/ 1 recycling container at each location). However, many of the coastal parks/ street end locations have separate cans that don't match in quantity. Further, following Hurricane Matthew and Hurricane Irma the beach side receptacles have been reduced. Our best estimate at this time is that there will be approximately 150 trash and 130 recycling containers placed under normal beach conditions. Bidders shall submit pricing based on this estimated quantity. Any changes to quantities shall be handled via Contract Amendment.

2. What is the current contract amount paid for FY 17?

Response: The contract amount paid for FY 2017 was \$195,100.

3. Can you confirm what areas of the beach the contractor is required to patrol and pick up debris?

Response: Debris pick up is required for the drivable beaches from A-Street to Fort Matanzas, and Vilano Beach between Surfside Park (3070 Coastal Hwy) and Porpoise Pt., and the non-driving beaches from the St. Augustine Beach Pier to the A-Street vehicle access ramp. Debris pick up is also required at Mickler's Landing under this contract which is also a non-driving beach.

4. The bid document states that the contractor is restricted from beach access outside of 8 am to 7:30 pm. Does this apply during beach off season?

Response: This restriction only applies to sea turtle nesting season (May 1st – October 31st), and does not apply to the beach off season.

5. Can the parking lots and access point containers be serviced outside the 8 am to 7:30 pm beach access restrictions?

Response: Yes.

6. What is the amount the county paid for disposal fees during FY 17?

Response: The disposal fees were the responsibility of the contractor. The county did not incur any disposal fees.

7. What is the anticipated start date for this contract?

Response: January 1, 2018

8. Will proof of insurance be required at time of bid submittal or after award?

Response: Proof of Insurance will be required at time of submittal. Please find revised Bid Form and Attachment "H" Proof of Insurance. If bidder does not currently hold the required insurance coverages, the bidder may submit a letter from an insurance provider attesting to the bidder's insurability upon contract award.

Clarification Acceptance of Bid (Award) pg. 10:

It is the intent of the County to award a contract to the bidder who submits the lowest responsive, responsible Bid on the basis of the Total Annual Price OR Alternate Total Annual Alternate #1 Price, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County.

Bid Due Date remains October 18, 2017 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

April Johnston
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1

BID NO: 18-03

OFFICIAL COUNTY BID FORM
REVISED 10.5.17
ST. JOHNS COUNTY, FLORIDA

PROJECT:

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: 18-03; Trash Maintenance Services - ST JOHNS COUNTY Beaches 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 Bid Proposal summarized as follows:

ANNUAL PRICE BID TRASH SERVICES ONLY:

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 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.

- 1. Price per month during Beach Season Trash Service Only (Mar-Oct): \$ _____
- 2. Price per month during Off-Beach Season Trash Service Only (Nov- Feb): \$ _____

Bidders shall multiply #1 above by 8 and #2 by 4 and add together to get the Total Annual Price below.

TOTAL ANNUAL BID PRICE TRASH SERVICES ONLY \$ _____
Amount Written in Numerals

Amount Written in Words

ALTERNATE #1 - ANNUAL PRICE BID TRASH & RECYCLING SERVICES:

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 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.

- 1. Price per month during Beach Season- Trash AND Recycling Service (Mar-Oct):\$ _____
- 2. Price per month during Off-Beach Season- Trash AND Recycling Service (Nov- Feb): \$ _____

Bidders shall multiply #1 above by 8 and #2 by 4 and add together to get the Total Annual Price below.

TOTAL ANNUAL ALTERNATE #1 BID PRICE TRASH & RECYCLING SERVICES \$ _____
Amount Written in Numerals

Amount Written in Words

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the 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 the total Annual Bid Price, payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County 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 County, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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

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

Address: _____

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

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

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners 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" – Experience of Bidder Form
 - Attachment "G" – Equipment List
 - Attachment "H" – Proof of Insurance
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

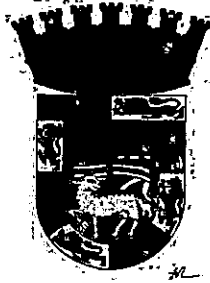
Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H" and Bid Bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be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

BID NO: 18-03

ATTACHMENT "H"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE



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

BID NO: 18-03

TRASH MAINTENANCE SERVICES - ST JOHNS COUNTY BEACHES

**BID DOCUMENTS
SERVICE SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
904.209.0150**

FINAL 9/21/17

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders
Instruction to Bidders
Official County Bid Form
Attachments:

- "A" – St. Johns County Board of County Commissioners Affidavit
- "B" – Certificate as to Corporate Principal
- "C" – License/Certification List
- "D" – List of Proposed Sub-Contractors/Equipment Vendor
- "E" – Conflict of Interest Disclosure Form
- "F" – Proof of Insurance
- "G"- List of Equipment
Bid Bond

SERVICE SPECIFICATIONS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, October 18, 2017 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-03; Trash Maintenance Services - ST JOHNS COUNTY Beaches**. Bids will be opened promptly after the 2:00 P.M. deadline. **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 scope of work shall consist of providing maintenance of trash and debris on all County-maintained beaches and adjacent properties throughout St. Johns County. Services under this contract shall include collecting trash and recycling from all County-provided receptacles throughout the County as scheduled, maintain areas immediately surrounding receptacles free of debris and trash throughout all County locations, and maintain beaches in a trash and debris free state from the water's edge up to the top of the most seaward dune or fence and up to the pavement on vehicle access ramps per the Specifications described herein.

Minimum Qualifications

Each Bidder must be fully licensed to do business in the State of Florida and must currently hold, and provide proof of any and all certifications and licenses required by Federal, State and/or County law, rule, regulation or ordinance to perform the required services.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 18-03. 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.St.Johns.Countyfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from St. Johns County Purchasing, via email to ajohnston@St.Johns.Countyfl.us or fax to (904) 209-0157.

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact, April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to ajohnston@St.Johns.Countyfl.us or fax to (904) 209-0157. **Questions are due no later than 4:00PM on Wednesday, October 4, 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.

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.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

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

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

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO.: 18-03; Trash Maintenance Services - ST JOHNS COUNTY Beaches

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER'S REPRESENTATION

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

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or ST JOHNS COUNTY Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The County, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the County at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the County or its Representative **seven (7) days** prior to Bid receiving date, however, the County reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project manager's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is April Johnston, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Johnston, *in writing*, via email at ajohnston@StJohnsCountyfl.us or fax to (904) 209-0157. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above. Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

Vendors shall not contact, lobby, or otherwise communicate with any ST JOHNS COUNTY 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 ST JOHNS COUNTY Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to ST JOHNS COUNTY 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.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, the Designated Point of Contact provided above. Questions are due no later than four o'clock (4:00PM) on **Wednesday, October 4, 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 ST JOHNS COUNTY Purchasing Manager or other designated County Representative.

ADDENDA

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

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

FORM AND STYLE OF BIDS

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

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO: 18-03 - SEALED BID TRASH MAINTENANCE SERVICES - ST JOHNS COUNTY BEACHES**"

See Example Below:

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

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

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

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the total Annual Price Bid amount submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the County on the terms stated in his

Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the County, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

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

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

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

BID BOND INSTRUCTIONS

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

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

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container.

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

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

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

MODIFICATION OR WITHDRAWAL OF BID

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

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

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount stated above.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

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

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the 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 ST JOHNS COUNTY 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 ST JOHNS COUNTY Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to ST JOHNS COUNTY 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.

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

Acceptance of Bid (Award): The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

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

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

QUALIFICATION OF CONTRACTORS

Minimum Qualifications:

1. Bidders must be fully licensed to do business in the State of Florida.
2. Prime bidders are also required to currently hold and provide proof of any and all certifications and licenses required by Federal, State and/or County law, rule, regulation or ordinance in the submitted bid.

Proof of qualifications shall be provided by completing and submitting Attachment "C" – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

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

SUB-CONTRACTORS

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

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

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

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

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

FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

EXECUTION OF CONTRACT DOCUMENTS

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

CONTRACT DURATION

If awarded, the initial contract term shall be for an initial period of three (3) calendar years with one (1) two-year renewal option, providing satisfactory performance has been maintained by the Contractor, and availability of funding. This contract renewal shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

INDEMNITY

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

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the

indemnification obligation under this shall not be limited by a limitation on amount or type of damages; compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

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

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

PRICING

The pricing under this Bid shall remain firm throughout the duration of the term of the awarded Contract Agreement. No pricing increases will be permitted during the term of the contract.

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

INSURANCE

The Contractor shall not commence work under the awarded Contract 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 the awarded Contract 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 the awarded Contract 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 the awarded Contract Agreement, 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 the awarded Contract Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 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 the awarded Contract Agreement, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of the awarded Contract Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its per Florida Statute 440.02. In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

METHOD OF PAYMENT

The Contractor shall submit an invoice, to the ST JOHNS COUNTY Recreation Department upon satisfactory performance of the required services each month. The date of the invoices shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the Owner in advance of the performance of services. Each invoice shall be accompanied by a schedule of services performed signed by an authorized representative of the firm.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted to the ST JOHNS COUNTY Recreation Department and addressed to:

St. Johns County Recreation Department
ATTN: Sydney Lindblad, Beach Services Manager
2175 Mizell Road
St. Augustine, FL 32080

St. Johns County Payment Terms: Net 45 Days.

All invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- ST JOHNS COUNTY Purchase Order Number
- Total Price of Invoice
- Description of Services Performed

GOVERNING LAWS & REGULATIONS

The Vendor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, are in any manner applicable to this Bid. The services shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the project awarded under this contract relating to an Emergency declaration, the Vendor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

DISADVANTAGED BUSINESS

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise(WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract; and
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

If the bidder is not a DBE/MBE/WBE firm the contractor entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Subcontractors **OR**
2. If unable to utilize DBE/MBE/WBE certified Subcontractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Subcontractors

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Vendors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Vendor is required to verify that none of the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

CONTRACT WORK HOURS AND SAFETY STANDARDS

- (1) Where applicable (*see* 40 U.S.C. § 3701), all contracts awarded by the NFE in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, ¶ E.
- (2) Under 40 U.S.C. § 3702, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- (3) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (4) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

COMPLIANCE WITH THE CLEAN AIR ACT AND CLEAN WATER ACT

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

ENERGY CONSERVATION

The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from

disclosure, citing specifically the applicable exempting law. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 18-03

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

PROJECT:

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: 18-03; Trash Maintenance Services - ST JOHNS COUNTY Beaches 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:

ANNUAL PRICE BID TRASH SERVICES ONLY:

FOR: Bid No: 18-03; Trash Maintenance Services - ST JOHNS COUNTY Beaches

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 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.

- 1. Price per month During Beach Season Trash Service Only (Mar-Oct): _____
- 2. Price per month Off Beach Season Trash Service Only (Nov- Feb): _____

Bidders shall multiply #1 above by 8 and #2 by 4 and add together to get the Total Annual Price below.

TOTAL ANNUAL BID PRICE TRASH SERVICES ONLY \$ _____
Amount Written in Numerals

Amount Written in Words

ALTERNATE #1 - ANNUAL PRICE BID TRASH & RECYCLING SERVICES:

FOR: Bid No: 18-03; Trash Maintenance Services - ST JOHNS COUNTY Beaches

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 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.

- 1. Price per month During Beach Season- Trash AND Recycling Service (Mar-Oct): _____

2. Price per month Off Beach Season- Trash AND Recycling Service (Nov- Feb): _____

Bidders shall multiply #1 above by 8 and #2 by 4 and add together to get the Total Annual Price below.

TOTAL ANNUAL BID PRICE TRASH & RECYCLING SERVICES \$ _____
Amount Written in Numerals

Amount Written in Words

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

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

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the 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 the total Annual Bid Price, payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County 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 County, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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

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

Address: _____

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

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

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors/Equipment Vendor
 - Attachment "E" – Conflict of Interest Disclosure Form
 - Attachment "F" – Experience of Bidder Form
 - Attachment "G" – Equipment List
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

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

Bid No: 18-03

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 _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-03, Trash Maintenance Services - ST JOHNS COUNTY Beaches, 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.

(Bidder)

Sworn and subscribed to me this _____ day
of _____, 20 ____.

By: _____

Notary Public:

(Title)

Signature

Printed

My commission Expires: _____

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

Bid No.: 18-03

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 it's governing body.

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this _____ day of _____, 20___, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

Bid No: 18-03

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

Bid No: 18-03

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

ATTACHMENT "E"
ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
CONFLICT OF INTEREST DISCLOSURE FORM

Project (BID # 18-03) Number/Description: Trash Maintenance Services - ST JOHNS COUNTY Beaches

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: _____

Authorized Representative(s) : _____

Signature

Print Name/Title

Signature

Print Name/Title

BID NO: 18-03

ATTACHMENT "F"
EXPERIENCE OF BIDDER

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the **past five (5) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: _____
Bidder _____ Date _____

Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

Do you have any similar work in progress at this time? _____ Yes _____ No

Length of time in business: _____ Years

Is your company currently involved in any active litigation? _____ If Yes, explain: _____

Has your company ever been sued? _____ If Yes, explain and/or submit court decision or judgment, as applicable: _____

ATTACHMENT "G"
LIST OF EQUIPMENT

Each Bidder shall be required to submit, with each copy of his Bid Proposal, a list of vehicles and equipment to be utilized in the performance of services under this contract. This list shall include the make, model, year of vehicle or equipment, and the specs of the vehicle or piece of equipment. This information labeled as Attachment "G" – List of Equipment and attached to each copy of the submitted Bid Proposal.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

BID NO: 18-03

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

For

Trash Maintenance Services - ST JOHNS COUNTY Beaches
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.

BID NO.: 18-03

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

**SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)**

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

BID NO: 18-03; TRASH MAINTENANCE SERVICES - ST. JOHNS COUNTY BEACHES

MINIMUM SPECIFICATIONS & CONDITIONS

St. Johns County, FL

St. Johns County has over forty (40) miles of coastline. Throughout these beaches, there are footpaths, walkovers and vehicle access ramps at which trash and recycling receptacles are placed in addition to the receptacles placed along the seaward length of beach in order to help maintain these areas free of trash and other debris. The beaches are divided by North and South regions. Beaches located in both regions are included in this contract.

Scope of Work

The scope of work for the required trash maintenance services for the St. Johns County Beaches is described below. The Contractor shall be responsible for providing any and all labor, equipment, supplies, transportation, manpower, disposal fees necessary to provide the required services throughout the duration of the Contract.

Staffing

The Contractor shall be responsible for maintaining a sufficient number of employees necessary to provide the required services according to the schedule set by the County.

Vehicles & Equipment

The Contractor shall be responsible for utilizing the necessary equipment to perform the required maintenance as described below at all times throughout the duration of the Contract. The Contractor may own, rent, or lease the required equipment so long as it is available to perform the necessary maintenance as required by this contract. At a minimum, the Contractor must own, or have access to two (2) all-terrain vehicles and two (2) 4X4 trucks with trailers equipped with screens or covers. All vehicles and equipment must be able to endure soft sand conditions and operate in a way that has no impact on the natural resources of the beach and that comply with all driving regulations. Please see Attachment "F".

Services

A. Receptacle Trash Collection

The Contractor shall collect trash from all designated receptacles throughout the County according to the schedule established for during beach season and for beach off season throughout the duration of the contract. The Contractor shall empty the receptacles as well as collect and remove any and all trash and debris from around each receptacle in the box, bin or containers utilized to secure the receptacle. The Contractor shall also remove any and all trash from the area immediately surrounding the trash receptacle. This shall include any and all large household or trash items.

The County shall also have placed at designated locations along the beach (sand locations) recycling receptacles for collection of recyclable materials. The Contractor shall be responsible for collecting the materials from these containers and disposing of them at the Republic Services Drop Off located at 445-A Republic Drive, St Augustine, FL 32095. The Contractor shall check recycling containers during the scheduled routes, and empty any recyclable containers that are more than half full.

B. Beachside Trash Collection

The Contractor shall utilize 4x4 trucks and ATVs to pull trailers along beaches to collect trash from the water to the top of the most seaward dune or fence and up to the pavement on vehicle access ramps. This collection is in addition to the collection from any and all receptacles placed along the beaches. This service includes the area of beach from Porpoise Pt to Surfside, the surrounding beach adjacent to Micklers Landing, and the southern beaches between Pope Road and Fort Matanzas Ramp. Beachside collection may be performed independently from the scheduled route for receptacle collection.

The Contractor shall at all times comply with any and all requirements of St. Johns County Beach Ordinance 2007-19.

C. Transportation

The Contractor shall be responsible for transporting any and all trash and debris collected to a licensed landfill as approved by the County. The Contractor must provide a method of transportation for the collected trash and

debris that complies with any and all applicable traffic and transportation regulations, laws and ordinances. The vehicles used by the Contractor to perform services under this contract must be clearly marked with the name of the Contractor's firm with a telephone number prominently displayed.

D. Receptacles

The County shall provide the trash and recycling receptacles to be placed at all designated locations throughout the duration of the Contract.

E. Marine Animals

The Contractor may encounter deceased marine animals, including sea turtles, on the beach while performing beachside collection of trash and debris, or may be notified by beachgoers of such animals at any time throughout the duration of the Contract. The Contractor shall be responsible for notifying SJC Beach Services immediately in these situations so that the animal can be measured and/or inspected. Once the necessary organizations have conducted their investigation, and in the cases of sea turtles, a large orange "X" will be painted on the turtle, SJC Beach Services will notify the Contractor if the animal must be buried on the beach. It shall be the Contractor's responsibility to bury the animal(s) as determined by SJC Beach Services. This service shall be provided at no additional cost to the County.

F. Schedule

The Contractor shall be responsible for performing the trash maintenance services according to the schedule determined by the SJC Beach Services Department for during beach open season and beach closed season. Beach Open Season is from March 1 through October 31 and Beach Closed Season is from November 1 through February 28 each year.

During Beach Open Season: The Contractor shall be responsible for collecting trash and debris from any and all trash receptacles and recycling containers once each day Monday through Friday. On weekends (Saturday & Sunday), holidays and during spring breaks the Contractor shall perform a second collection from any and all trash receptacles. On days where the Contractor shall perform two (2) collections, the first collection must be completed between 8:00am and 11:00am, with the second collection being completed prior to 7:30pm so that both collections are performed during the hours the beaches are open.

The Contractor shall utilize ATV(s) to collect trash and debris from along the beaches a minimum of once daily during Beach Season.

The Contractor shall be responsible for collecting recyclable materials from the designated recycling containers located throughout the County, twice per week, throughout the Beach Season. Any and all recyclable materials collected shall be transported to the Republic Services Drop Off located at 445-A Republic Drive, St Augustine, FL 32095.

During Beach Off Season: The Contractor shall be responsible for collecting trash and debris from any and all trash receptacles and recycling containers, and collect trash and debris from along the beaches three (3) times per week.

In the event there are receptacles that require collections outside the required contract schedule, that Beach Services determines necessary for immediate attention, the Contractor must be available and capable to perform up to thirty five (35) of these additional collections as needed throughout the term of the Contract at no additional cost to the County. These calls will only occur during the hours of operation of the beaches.

G. Disaster Clean Up

In the event of a hurricane, or other natural event or declared disaster, the Contractor may be requested by the County to assist in performing cleanup services along the beaches. The County will request a proposal from the Contractor if and when it is necessary to request assistance after a hurricane or other natural event.

Locations

The following is a list of locations where trash and receptacles shall be picked up by the Contractor. The table below depicts the locations and quantity of trash and recycling receptacles county-wide in a north to south fashion as represented at beach front parks, street ends, beachside, and walkovers. Please see Exhibit "B" for cross reference (St. Johns County Beach Access Map) that will be uploaded separately due to the size of the attachment.

See Attachment A Map	Receptacles Off Beach (Parking Lots, Walkovers, Access Ramps)		Receptacles On Sand	
	Trash	Recycling	Trash	Recycling
LOCATION				
PVB#1A Walkover	1	1		
PVB #2 Walkover	1	1		
PVB#3 Walkover	0	0		
PVB.#4 Walkover	0	0		
San Diego Rd Walkover	1	1		
PVB#6 Walkover	0	0		
PVB#7 Walkover	0	0		
Solano Rd Walkover	2	2		
PVB#9 Walkover	0	0		
PVB #10 Walk over	0	0		
PVB#11 Walkover	0	0		
PVB#12 Walkover	0	0		
PVB#13 Walkover	0	0		
PVB#14 Walkover	1	1		
Micklers Landing Walkover & Parking Lot	10	10		
GTMNERR North Walkover & Parking Lot	NA	NA		
GTMNERR Middle Walkover & Parking Lot	NA	NA		
GTMNERR South Walkover & Parking Lot	NA	NA		
Exon Station	2	2		
South Ponte Vedra Park Walkover & Parking Lot	4	4		
Third St Walkover	0	0		
Fifth St Walkover	0	0		
Usina Foot Path & Parking Lot	2	2		
Euclid St Foot Path & Parking Lot	0	0		
14th St Foot Path	0	0		
Boating Club Rd Walkover	0	0		
23rd St Walkover	0	0		

24th St Foot Path	0	0		
North Beach Park Walkover & Parking Lot	5	0		
Carcaba Rd Walkover	0	0		
Nease Beachfront Park Walkover & Parking Lot	0	0		
Surfside Av Walkover and North Beach	4	2		
Palmetto Av Walkover	0	0		
Vilano Vehicle Access Ramp			10	10
Vilano North Walkover	0	0		
Vilano South Walkover	0	1		
Anastasia State Park Walkover & Parking Lot	NA	NA		
Anastasia SP Foot Path & Parking Lot	NA	NA		
Pope Rd Scenic Overlook and Beach Access	3	3		
Porpoise Point Vehicle Access	2	2		
ST JOHNS COUNTY Pier Walkover, Pier & Parking Lot	25	25		
Foot Path's and Parking Lots :				
16th	2	2		
15th	0	0		
11th	2	2		
8th	0	0		
3rd	0	0		
13th St Walkover	0	0		
10th St Walkover & Parking Lot	2	2		
9th St Walkover	2	2		
7th St Walkover	2	2		
5th	2	2		
2nd St Walkover	1	1		
1st St Walkover	1	1		
A St Vehicle Access & Parking Lot	0	0		
Driving Beaches A-Street to Fort Matanzas			60	60

D St Walkover	0	0		
F St Walkover	0	0		
Ocean Hammock Walkover & Parking Lot	NA	NA		
Versaggi Dr Walkover	NA	NA		
Ocean Trace Rd Vehicle Access	NA	NA		
Dondanville Rd Vehicle Access	NA	NA		
E Magnolia Av Walkover	0	0		
E Palmetto Av Walkover	0	0		
Orange Av Walkover	0	0		
Matanzas Av Vehicle Access	1	1		
Skipper Ln Walkover	0	0		
Mary St Vehicle Access & Parking Lot	1	1		
Minnie St Walkover & Parking Lot	0	0		
Butler Park East Walkover & Parking Lot	8	8		
Crescent Beach Ramp ; Pavilions; walkovers Vehicle Access	6	6		
Green Rd Walkover	0	0		
Spyglass Walkover & Parking Lot	0	0		


Upon the request of Beach Services, the contractor will assist with the placement and pick-up of cans for large scale permitted events including but not limited to beach volleyball tournaments, paddleball tournaments, triathlons, surf and skim competitions, etc.

SEALED BID MAILING LABEL

**BID NO: 18-03
TRASH MAINTENANCE SERVICES - ST JOHNS COUNTY BEACHES**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 18-03
BID TITLE:	Trash Maintenance Services - ST JOHNS COUNTY Beaches
DUE DATE/TIME:	By 2:00PM – October 18, 2017
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Johnston 500 San Sebastian View St St. Augustine FL 32084



END OF BID DOCUMENT