

RESOLUTION NO. 2020 - 88

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 20-22 AND TO EXECUTE AN AGREEMENT WITH HEALTHCARE ENVIRONMENTAL SERVICES, LLC, FOR HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES

RECITALS

WHEREAS, the County desires to enter into contract with Healthcare Environmental Services, LLC, for hazardous biomedical waste collection services; and

WHEREAS, the scope of the service includes providing any and all required labor, materials, equipment, supplies, transportation, supervision, treatment and/or disposal to perform collection services for hazardous biomedical waste from all designated County facilities; and

WHEREAS, through the County's formal Bid process, Healthcare Environmental Services, LLC, was determined to be 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 services 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 20-22 to Healthcare Environmental Services, LLC, and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is 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 20-22.

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 17th day of March, 2020.

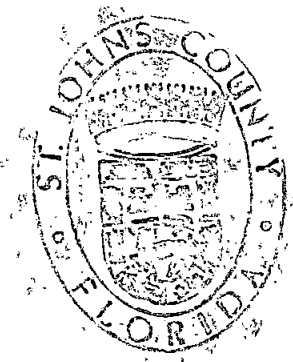
BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith  
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By: Pam Halterman  
Deputy Clerk

RENDITION DATE 3/19/20





**CONTRACT AGREEMENT**  
**BID NO 20-22; HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**  
**Master Contract #: 20-MCC-HEA-11615**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Healthcare Environmental Services, LLC** ("Contractor"), authorized to do business in the State of Florida, with offices located at 3450 NW 112<sup>th</sup> Street, Miami, FL 33167; Phone: (305) 436-0422; Fax: (305) 436-0491; and Email: jlb@hesmedwaste.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 May 1, 2020 and shall be in effect for a period of three (3) years, and may be extended as necessary to complete the required services, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. This contract may be extended in two (2) year increments, for a maximum of three (3) two-year extensions. 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 satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 - SERVICES**

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to collect hazardous biomedical waste from SJC County facilities in compliance with Chapter 64E-16, Florida Administrative Code, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 20-22 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the below listed St. Johns County Departments or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

**St Johns County Fire Rescue**

Attn: Jeff Prevatt  
3657 Gaines Road  
St Augustine, FL 32084

**St Johns County Medical Examiner**

Attn: Kelly Boulos  
4501 Avenue A  
St Augustine, FL 32084

**St Johns County Utility Department**

Attn: Frank Kenton  
1205 State Road 16  
St Augustine, FL 32084

**St Johns County Detention Center**

Attn: Niki Johnson  
2416 Dobbs Road  
St Augustine, FL 32086

**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. The County shall compensate the Contractor based upon the Unit Price per pickup of Twenty-Eight dollars (\$28.00) as submitted in the bid proposal and accepted by the COUNTY. The County shall compensate the Contractor an amount not to exceed Eleven Thousand Seven Hundred and 84/100 Dollars (\$11,700.84) annually, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County’s express written approval, and amendment to this Agreement.
- 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 Fire Rescue**  
Attn: Jeff Prevatt  
3657 Gaines Road  
St Augustine, FL 32084

**St Johns County Medical Examiner**  
Attn: Kelly Boulos  
4501 Avenue A  
St Augustine, FL 32084

**St Johns County Utility Department**  
Attn: Frank Kenton  
1205 State Road 16  
St Augustine, FL 32084

**St Johns County Detention Center**  
Attn: Niki Johnson  
2416 Dobbs Road  
St Augustine, FL 32086

- 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 ten (10) 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: Leigh Daniels, CPPB, Assistant Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Healthcare Environmental Services, LLC  
**Attn: Jorge Bohorquez, President**  
3450 NW 112<sup>th</sup> Street  
Miami, FL 33167

#### **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](mailto: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 – 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.

-----

**ST. JOHNS COUNTY, FL:**

**CONTRACTOR:**

\_\_\_\_\_  
Printed Name & Title County Representative

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

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
Signature of Contractor Representative

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

\_\_\_\_\_  
Printed Name & Title

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

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

---

Deputy Clerk

---

Date of Execution

**LEGALLY SUFFICIENT**

---

Deputy County Attorney

---

Date of Execution

**Misc. 20-22; Hazardous Biomedical Waste Collection Services  
Master Contract #: 20-MCC-HEA-11615**

**Exhibit "A"  
Basis of Compensation**

Basis of compensation shall be made in accordance with the unit prices as submitted on the proposal. The unit 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 the applicable Contract Amendment.

Note: All unit prices submitted below shall include labor, materials, equipment, transportation, treatment, disposal, and any and all other costs associated with performing the required services of hazardous biomedical waste collection. All unit prices shall be final cost to the County for each item below.

CONTAINER DESCRIPTION, LOCATION AND FREQUENCY OF PICKUP	QUANTITY	ANNUAL NUMBER OF PICKUPS	UNIT PRICE/PICKUP	ANNUAL AMOUNT
96-Gallon Container (Locations 1 through 11 & 13). One Pickup Every Twenty-eight (28) Days	17 Containers	13	\$28.00	\$6,188.00
96-Gallon Container (Locations 14 & 15). One Pickup Every Two (2) Weeks	2 Containers	26	\$28.00	\$1,456.00
96-Gallon Container (Location 14). Twice a Year	1 Container	2	\$1,014.21*	\$2,028.42
1-Gallon Container (Mercury & Cadmium, Location 14). Twice a Year	2 Containers	2	\$507.11**/**	\$2,028.42
<b>Total</b>				<b>\$11,700.84</b>

\*Assumes that Mercury, Cadmium and Expired Reagents are serviced at the same time twice per year. Otherwise there will be an additional fee of \$329.22 per service for these items only.

\*\*Mercury and Cadmium have different prices per unit. The \$507.11 represents the blended price per unit of both Mercury and Cadmium; however, a 1-Gallon Container of Mercury Costs \$845.18 per unit and a 1-Gallon Container of Cadmium costs \$169.04 per unit (assuming that Mercury, Cadmium and Expired Reagents are serviced at the same time as noted above).



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

December 30, 2019

**RE:** Bid No: 20-22; Hazardous Biomedical Waste Collection Services

Please be advised that the Purchasing Department of the St. Johns County is issuing this notice of its Intent to Award a contract to Healthcare Environmental Services, LLC. as the lowest responsive, responsible bidder for Bid No: 20-22; Hazardous Biomedical Waste Collection Services. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 11:00 AM, Thursday, January 2, 2019.

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.

Please forward all correspondence, requests or inquiries directly to Shelly Vongchanta, Buyer, at [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us).

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

  
County Representative Signature

Jaime T. Locklear, MPA, CPPO, CPPB  
Purchasing Manager  
(904) 209-0158 – Direct  
(904) 209-0159 – Fax  
[jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

Date: 12/27/19



**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:** Jeff Prevatt, Fire Rescue Chief  
Frank Kenton, Assistant Director of Utilities  
Kelly Boulos, Forensic Operations Coordinator  
Niki Johnson, Project Specialist

**FROM:** Shelly Vongchanta, Buyer

**SUBJECT:** Bid No. 20-22; Hazardous Biomedical Waste Collection Services

**DATE:** December 20, 2019

By signing below, the above referenced Project Manager acknowledges receipt of the final Bid Documents for the above project, and approves the advertisement of the Bid as it has been provided.

Approval: 

Date: 12/23/19

Budget Amount: 6324.00

GL # and/or Project #: 0048/53400



ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

500 San Sebastian View  
St. Augustine, Florida 32084

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

---

TO: Jeff Prevatt, Fire Rescue Chief  
Frank Kenton, Assistant Director of Utilities  
Kelly Boulos, Forensic Operations Coordinator  
Niki Johnson, Project Specialist

FROM: Shelly Vongchanta, Buyer

SUBJECT: Bid No. 20-22; Hazardous Biomedical Waste Collection Services

DATE: December 20, 2019

By signing below, the above referenced Project Manager acknowledges receipt of the final Bid Documents for the above project, and approves the advertisement of the Bid as it has been provided.

Approval: C. J. Kenton

Date: 12/20/19

Budget Amount: \$3,900

GL # and/or Project #: 4414-53120



**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:** Jeff Prevatt, Fire Rescue Chief  
Frank Kenton, Assistant Director of Utilities  
Kelly Boulos, Forensic Operations Coordinator  
Niki Johnson, Project Specialist

**FROM:** Shelly Vongchanta, Buyer

**SUBJECT:** Bid No. 20-22; Hazardous Biomedical Waste Collection Services

**DATE:** December 20, 2019

By signing below, the above referenced Project Manager acknowledges receipt of the final Bid Documents for the above project, and approves the advertisement of the Bid as it has been provided.

Approval:

*Kelly S. Boulos*

Date:

12/20/19

Budget Amount:

\$ 12,000. -

GL # and/or Project #:

0050-53400





**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:** Jeff Prevatt, Fire Rescue Chief  
Frank Kenton, Assistant Director of Utilities  
Kelly Boulos, Forensic Operations Coordinator  
Niki Johnson, Project Specialist

**FROM:** Shelly Vongchanta, Buyer

**SUBJECT:** Bid No. 20-22; Hazardous Biomedical Waste Collection Services

**DATE:** December 20, 2019

By signing below, the above referenced Project Manager acknowledges receipt of the final Bid Documents for the above project, and approves the advertisement of the Bid as it has been provided.

Approval: 

Date: 12/20/19

Budget Amount: \$1400.00

GL # and/or Project #: 0105/53400

**ST. JOHNS COUNTY  
BID TABULATION**

BID TITLE HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES

BID NUMBER 20-22

OPENING DATE/TIME December 18, 2019 2:00 PM

POSTING DATE/TIME FROM 12/18/19  
4:00 PM

UNTIL 12/23/19  
4:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT  
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (INCLUDING 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

ERIN EDWARDS *EE*  
DAVID PYLE *DP*  
ERIN EDWARDS *EE*

PAGE(S) 1 of 1

BIDDERS	TOTAL ANNUAL BID PRICE	ADDENDUM NO. 01	BID BOND						
Healthcare Environmental Services, LLC	\$11,700.84	YES	YES						
Medigreen Waste Services LLC	\$12,639.70	YES	YES	Deemed Non- Responsive - Attachment B missing					

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

COPY

BID NO: 20-22; HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES

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

DATE SUBMITTED: December 16, 2019

**BID PROPOSAL OF**

Healthcare Environmental Services, LLC

Full Legal Company Name

3450 NW 112th Street, Miami, FL 33167

(305) 436-0422

(305) 436-0491

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: 20-22; Hazardous Biomedical Waste Collection Services, in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

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

**FOR: HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**

**TOTAL ANNUAL BID PRICE:** \$ 11,700.84  
Annual Bid Price (Numerical)

Eleven Thousand Seven Hundred and 84/100 Dollars

Annual Bid Price (Written or Typed in Words)

**UNIT PRICE PER ADDITIONAL 96-GALLON CONTAINER** \$ \$28.00  
(PICKUP FREQUENCY ONCE EVERY 28 DAYS)

Any discrepancy between the unit price stated above and the Total Price Bid shall be decided by the Unit Price submitted. In the event of a conflict, the Bidder's Total Price Bid shall be corrected to reflect the extended price using the Unit Price from above.

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.

In the event of a discrepancy, the County shall determine the lowest, responsive, responsible bidder.

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

No.: 1 Date Received: 5/23/19

No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

No.: \_\_\_\_\_ Date Received: \_\_\_\_\_

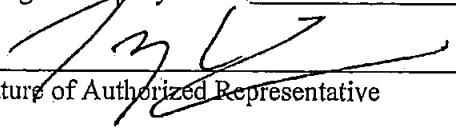
We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined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

**CORPORATE/COMPANY**

Full Legal Company Name: Healthcare Environmental Services LLC (Seal)

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

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

Address: 3450 NW 112 Street, Miami, Florida 33167

Telephone No.: (305) 436-0422 Fax No.: (305) 436-0491

Email Address for Authorized Company Representative: jlb@hesmedwaste.com

Federal I.D. Tax Number: 46-2458612 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" – Cost Proposal
  - Attachment "B" – Affidavit
  - Attachment "C" – License/Certification List
  - Attachment "D" – List of Proposed Sub-Vendors
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" – Drug-Free Workplace Form
  - Attachment "G" – Proof of Insurance
  - Attachment "H" – Claims, Liens, and Litigation History
  - Attachment "I" – Certificate as to Corporate Principal
  - Bid Bond
  - Fully Acknowledged Addenda Applicable to this bid

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

ATTACHMENT "A"

**COST PROPOSAL**

Note: All unit prices submitted below shall include labor, materials, equipment, transportation, treatment, disposal, and any and all other costs associated with performing the required services of hazardous biomedical waste collection. All unit prices shall be final cost to the County for each item below.

CONTAINER DESCRIPTION, LOCATION AND FREQUENCY OF PICKUP	QUANTITY	ANNUAL NUMBER OF PICKUPS	UNIT PRICE/PICKUP	ANNUAL AMOUNT
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96-Gallon Container (Location 14). Twice a Year	1 Container	2	\$ 1,014.21*	\$ 2,028.42
1-Gallon Container (Mercury & Cadmium, Location 14). Twice a Year	2 Containers	2	\$ 507.11* / **	\$ 2,028.42
<b>Total</b>				<b>\$ 11,700.84</b>

\* Assumes that Mercury, Cadmium and Expired Reagents are serviced at the same time twice per year. Otherwise there will be an additional fee of \$329.22 per service for these items only.

\*\* Mercury and Cadmium have different prices per unit. The \$507.11 represents the blended price per unit of both Mercury and Cadmium; however, a 1-Gallon Container of Mercury costs \$845.18 per unit and a 1-Gallon Container of Cadmium costs \$169.04 per unit (assuming that Mercury, Cadmium and Expired Reagents are serviced at the same time as noted above).

Bid No: 20-22

ATTACHMENT "B"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, ~~COUNTY OF ST. JOHNS~~ MIAMI-DADE COUNTY

Before me, the Undersigned authority, personally appeared Jorge Bohorquez who being duly sworn, deposes and says he is President (Title) of the firm of Healthcare Environmental Services, LLC (Bidder) submitting the attached proposal for the services covered by the bid documents for Bid No: 20-22; Hazardous Biomedical Waste Collection Services, in St. Johns County, Florida.

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

Healthcare Environmental Services, LLC  
(Bidder)

By: [Signature]  
Jorge Bohorquez, President  
(Title)

Sworn and subscribed to me this 16<sup>th</sup> day of DECEMBER, 2019.

Notary Public:  
[Signature]  
Signature  
SHARON M. UTTERBACK  
Printed

My commission Expires: January 22, 2020

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



SHARON M. UTTERBACK  
MY COMMISSION # FF 946965  
EXPIRES: January 22, 2020  
Bonded Thru Budget Notary Services

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
Biomedical Transport	13-64-1523092	Florida Department of Health	9/30/2020
Biomedical Storage	13-64-1523120	Florida Department of Health	9/30/2020
Biomedical Clean-Up	13-64-1465845	Florida Department of Health	9/30/2020
Hazardous Waste Transport	FLR 000217331	FL Dep't of Env. Protection	11/30/2020





STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Registration

13-64-1523092

13-BID-4319251

Biomedical Waste - Transporter

Issued To: Health Care Environmental Services LLC  
8545 NW 68 Street  
Miami, FL 33166

County: Dade  
Amount Paid: \$135.00  
Date Paid: 09/25/2019

Mail To: Jorge Bohorquez (Health Care Environmental services LLC)  
3450 NW 112 Street  
Miami, FL 33167

Permit Expires On: 09/30/2020  
Issued By:  
Florida Department of Health in Miami Dade County  
1725 NW 167 Street  
Miami Gardens, FL 33056  
(305) 623-3600

Owner: Health Care Environmental services LLC (, )  
Transporter Number of Trucks: 6

Original Customer: Health Care Environmental Services LLC (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Registration

13-64-1523092

13-BID-4319251

Biomedical Waste - Transporter

Issued To: Health Care Environmental Services LLC  
8545 NW 68 Street  
Miami, FL 33166

County: Dade  
Amount Paid: \$135.00  
Date Paid: 09/25/2019

Mail To: Jorge Bohorquez (Health Care Environmental services LLC)  
3450 NW 112 Street  
Miami, FL 33167

Permit Expires On: 09/30/2020  
Issued By:  
Florida Department of Health in Miami Dade County  
1725 NW 167 Street  
Miami, FL 33056  
(305) 623-3500

Owner: Health Care Environmental services LLC (, )

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

HEALTH  
13-64-1523120

Biological Waste - Storage

Issued To: Health Care Environmental Services LLC  
8546 NW 68 Street  
Miami, FL 33166

13-BID-4319280

County: Dade  
Amount Paid: \$85.00  
Date Paid: 09/04/2019

Mail To: Jorge Bohorquez (Health Care Environmental services  
LLC)  
3450 NW 112 Street  
Miami, FL 33167

Issued By:  
Florida Department of Health in Miami Dade County  
1725 NW 187 Street  
Miami Gardens, FL 33056  
(305) 623-3500

Permit Expires On: 09/30/2020

Owner: Health Care Environmental services LLC (, )

Original Customer: Health Care Environmental Services LLC (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

HEALTH  
13-64-1523120

Biomedical Waste - Storage

Issued To: Health Care Environmental Services LLC  
8546 NW 68 Street  
Miami, FL 33166

13-BID-4319280

County: Dade  
Amount Paid: \$85.00  
Date Paid: 09/04/2019

Mail To: Jorge Bohorquez (Health Care Environmental  
services LLC)  
3450 NW 112 Street  
Miami, FL 33167

Issued By:  
Florida Department of Health in Miami Dade County  
1725 NW 187 Street  
Miami, FL 33056  
(305) 623-3500

Permit Expires On: 09/30/2020

Owner: Health Care Environmental services LLC (, )

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

13-64-1465845

13-BID-4316489

Biomedical Waste - Other (Crime Scene Clean up)

Issued To: Health Care Environmental Services, LLC  
8545 NW 68 Street  
Miami, FL 33166

County: Dade  
Amount Paid: \$85.00  
Date Paid: 09/04/2019

Permit Expires On: 09/30/2020

Mail To: Attention: Jorge L. Bohorquez  
Health Care Environmental Services, LLC  
5195 NW 77 Avenue  
Miami, FL 33166

Issued By:  
Florida Department of Health in Miami Dade County  
1725 NW 167 Street  
Miami Gardens, FL 33066  
(305) 623-3500

Owner: Health Care Environmental Services, LLC

Original Customer: Health Care Environmental Services, LLC (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

13-64-1465845

13-BID-4316489

Biomedical Waste - Other (Crime Scene Clean up)

Issued To: Health Care Environmental Services, LLC  
8545 NW 68 Street  
Miami, FL 33166

County: Dade  
Amount Paid: \$85.00  
Date Paid: 09/04/2019

Permit Expires On: 09/30/2020

Mail To: Attention: Jorge L. Bohorquez  
Health Care Environmental Services, LLC  
5195 NW 77 Avenue  
Miami, FL 33166

Issued By:  
Florida Department of Health in Miami Dade County  
1725 NW 167 Street  
Miami, FL 33066  
(305) 623-3500

Owner: Health Care Environmental Services, LLC



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

\*\*\*\*\*

## HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF APPROVAL

\*\*\*\*\*

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: Healthcare Environmental Services LLC

FACILITY ID NO: FLR000217331

FACILITY ADDRESS: 8545 NW 68th St  
Miami, FL 33166-2664

EXPIRATION DATE: November 30, 2020

APPROVED TRANSFER FACILITY: NO

APPROVAL ISSUED BY: Susan L Horlick \_\_\_\_\_ DATE: August 22, 2019  
Susan Horlick  
Environmental Specialist III  
Hazardous Waste Regulation Section  
850/245-8778

ATTACHMENT "E"

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

Project Number/Description: Bid No: 20-22; Hazardous Biomedical Waste Collection Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's/Vendor'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.

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

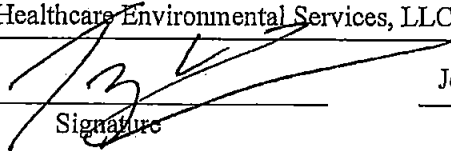
The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts 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:	<u>Healthcare Environmental Services, LLC</u>	
Authorized Representative(s) :		<u>Jorge Bohorquez/ President</u>
	Signature	Print Name/Title
	_____ Signature	_____ Print Name/Title

ATTACHMENT "F"  
**DRUG-FREE WORKPLACE FORM**

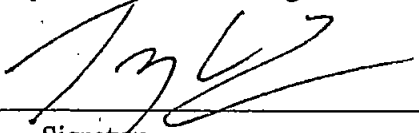
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Healthcare Environmental Services, LLC does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

  
\_\_\_\_\_  
Signature

12/15/19.  
\_\_\_\_\_  
Date

BID NO: 20-22

ATTACHMENT "G"  
PROOF OF INSURANCE

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh & McLennan Agency LLC 9850 N.W. 41st Street Suite 100 Miami FL 33178	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 305-591-0090      FAX (A/C, No): 212-948-5665 E-MAIL ADDRESS: certsmiami@mma-fl.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> HEALTHENVIR Healthcare Environmental Services LLC 3450 NW 112 St Miami FL 33167	<b>INSURER A:</b> Westchester Surplus Lines Insurance Co      10172	
	<b>INSURER B:</b> Progressive Express Insurance Company      10193	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1185882434

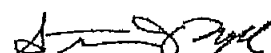
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G27973875004	4/8/2019	4/8/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 Hired/Non-Owned Auto \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			021540825	4/10/2019	4/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Pollution Liability Professional Liability (PL)			G27973875004	4/8/2019	4/8/2020	Pollution Aggregate 5,000,000 PL Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Professional Liability Retroactive Date: 4/15/2016.  
 Proof of Insurance only.

**CERTIFICATE HOLDER****CANCELLATION**

Healthcare Environmental Services, LLC 3450 NW 112 St Miami FL 33167	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	CONTACT NAME: Paychex Insurance Agency Inc
	PHONE (A/C, NO. EXT): 877-266-6850 FAX (A/C, No): 585-389-7426
	E-MAIL ADDRESS: Certs@paychex.com
INSURER(S) AFFORDING COVERAGE	
ISURED Paychex Business Solutions LLC Healthcare Environmental Services LLC 911 PANORAMA TRAIL SOUTH ROCHESTER, NY 14625-0397	INSURER A: ILLINOIS NATIONAL INSURANCE COMPANY NAIC # 23817
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

OVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	020338985	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named insured.  
Waiver of Subrogation granted in favor of the certificate holder.

CERTIFICATE HOLDER Healthcare Environmental Services LLC 3450 NW 112th Street Miami, FL 33167	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Mam P. Stasi</i>

ATTACHMENT "H"

**CLAIMS, LIENS, LITIGATION HISTORY**

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subvendor) or been sued by or had a formal claim filed by an owner, subvendor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 3 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

N/A

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_\_ No X If yes, please explain in detail:

6. For all claims filed against your company within the past three-(3) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? N/A

7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No X If yes, please explain in detail: \_\_\_\_\_

BID NO: 20-22

ATTACHMENT "I"  
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: 20-22

HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES

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  
HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

BID NO.: 20-22

WITNESSES:

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

WITNESSES:

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

Jorge L Bohoyez

PRINCIPAL:

Healthcare Environmental Services

NAME OF FIRM:

[Signature]

SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

President

TITLE

3450 NW 112<sup>th</sup> Street

BUSINESS ADDRESS

Miami, FL 33166

CITY

STATE

WITNESS:

\_\_\_\_\_

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

NAME OF LOCAL INSURANCE AGENCY



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

May 23, 2019

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: Bid No. 20-22, Hazardous Biomedical Waste Collection Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Documents.

Questions:

1. Who currently is doing this work?

Answer: Trilogy Medwaste currently holds the contract.

2. What is the current price the work is being done for?

Answer: The current price per pickup per unit is \$38.76

3. What are the times of service for picking up the stops?

Answer: Times of service for picking up at the sites varies each time depending on the route for that given day

4. Page 4 of the specifications says "Front End Bid Documents", I didn't see any front load work in this bid. Is this a mistake?

Answer: As noted in the Table of Contents on page 2, "Front End Bid Documents" include Notice to Bidder, Instruction to Bidders, Official County Bid Form, and all attachments. Specifications start on page 28.

**THE BID DUE DATE REMAINS December 18, 2019 AT 2:00 P.M.**

Acknowledgment

Signature and Date

Jorge Bohorquez, President

Printed Name/Title

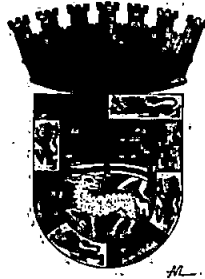
Healthcare Environmental Services, LLC

Company Name (Print)

Sincerely,

Shelly Vongchanta  
Buyer

END OF ADDENDUM NO. 1



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

**BID NO: 20-22**

**HAZARDOUS BIOMEDICAL WASTE COLLECTION  
SERVICES**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
(904) 209-0150  
[www.sjcfl.us/Purchasing/Index.aspx](http://www.sjcfl.us/Purchasing/Index.aspx)**

**FINAL 11/19/19**



**BID NO: 20-22; HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**

**TABLE OF CONTENTS**

**FRONT END BID DOCUMENTS**

Notice to Bidders/Advertisement

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Cost Proposal

“B” – Affidavit

“C” – License/Certification List

“D” – List of Proposed Sub-Vendors

“E” – Conflict of Interest Disclosure Form

“F” – Drug-Free Workplace Form

“G” – Proof of Insurance

“H” – Claims, Liens, and Litigation History

“I” – Certificate as to Corporate Principal

Bid Bond

**END OF TABLE OF CONTENTS**

**BID NO: 20-22; HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, December 18, 2019 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 20-22; Hazardous Biomedical Waste Collection Services**. 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 purpose of this bid is to solicit pricing from interested and qualified Vendors for the collection of hazardous biomedical waste from County facilities located throughout St Johns County, Florida. The awarded Vendor shall be responsible for providing any and all labor, materials, equipment, supervision and transportation necessary to perform the required services in compliance with Chapter 64E-16, Florida Administrative Code, and in accordance with the specifications provided herein.

Bid Documents may be obtained from Onvia DemandStar, Inc, at their website [www.demandstar.com](http://www.demandstar.com), by requesting Document # 20-22. 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: <http://www.sjcfl.us/Purchasing/OpenBids.aspx>. Bid Documents may also be requested, **in writing**, from the Designated Point of Contact as provided herein.

Any and all questions or requests for information related to this Bid must be submitted **in writing** by or before five o'clock (5:00PM) EDST, on Monday, December 9, 2019, to the Designated Point of Contact provided below:

**Designated Point of Contact:** Shelly Vongchanta

**Buyer**

SJC Purchasing Department

500 San Sebastian View

St. Augustine, FL 32084

Email: [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us)

Phone: (904)209-0166 / Fax: (904)209-0167

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, CPPB, Assistant Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

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

All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

BOARD OF COUNTY COMMISSIONERS

OF ST. JOHNS COUNTY, FLORIDA

HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_

Deputy Clerk

# **FRONT END BID DOCUMENTS**

**BID NO: 20-22; HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**

**INSTRUCTION TO BIDDERS**

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

**PROJECT:** Bid No: 20-22; Hazardous Biomedical Waste Collection Services

**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 if 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.

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

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

**BIDDER'S REPRESENTATION**

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

## **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The County, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does 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 Designated Point of Contact for this Bid is Shelly Vongchanta, Buyer, St. Johns County Purchasing Department; [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us).

In the event the Designated Point of Contact is absent or otherwise unavailable for three (3) or more business days, bidders may contact Leigh Daniels, CPPB, Assistant Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**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 Contractor, Vendor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.**

## **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact as provided above, by or before **5:00PM EDST on December 9, 2019**, 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. The County reserves the right to extend the deadline for bid submittal in order to clarify or answer questions as necessary to serve the best interest of the County.

## **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 a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt of all issued addenda in the space provided in the Official County Bid Form, and one (1) original and two (2) signed copies of each issued addendum must be included in the submitted bid proposal. Failure to acknowledge or provide signed copies of each addendum may result in a bid proposal being deemed non-responsive.

**BID SUBMITTAL REQUIREMENTS**

Bids shall be submitted in **triplicate (one (1) original and two (2) copies)** on the required forms provided herein by or before 2:00pm on Wednesday, December 18, 2019. 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 entire Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal and all Attachments listed in this Document.

Bid proposals must be placed in a sealed envelope and 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: 20-22; Hazardous Biomedical Waste Collection Services".

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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.

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. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

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, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid 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 Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

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

## **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 a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

## **BID SECURITY**

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

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

A Bid Security in the form of a Bid Bond 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 herein under "Surety Bond". 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 Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

## **BID BOND INSTRUCTIONS:**

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

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

## **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.

## **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.

### **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 Addendum 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 Total Annual amounts 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 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, Vendor, or Vendor 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 Bidder who submits the lowest responsive, responsible Bid on the basis of the Total Bid 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 Bidders, based on the individual unit prices, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

### **PRICING**

Unit prices submitted shall include labor, materials, equipment, transportation, treatment, disposal, and any and all other costs associated with performing the required services of hazardous biomedical waste collection. All submitted prices shall be final cost to the County.

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial term. Price increases shall only be considered on an annual basis, at the anniversary of the Effective Date. The Vendor shall submit any requests for increases in pricing no later than sixty (60) days prior to the anniversary of effective date of this Agreement. Requested price increases must be justified by the Vendor by providing proof of a cost increase to the Vendor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the products, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these products. All prices shall remain firm for the duration of the Contract Agreement, unless otherwise amended as provided herein.



## **INVOICES/PAYMENTS**

The Contractor shall submit invoices to the respective SJC Departments at the end of each month for services satisfactorily performed. 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. The County reserves the right to refuse and/or prorate payment based on unsatisfactory or incomplete performance of services during any month.

Failure to submit invoices in the prescribed manner may delay payment. Unless otherwise notified, bills/invoices shall be submitted to the SJC Departments as stated below:

SJC Fire Service Admin  
Attn: Jeff Prevatt  
3657 Gaines Road  
St. Augustine, FL 32084

SJC Medical Examiner  
Attn: Kelly Boulos  
4501 Avenue A  
St Augustine, FL 32084

SJC Utility Department  
Attn: Frank Kenton  
1205 State Road 16  
St Augustine, FL 32084

SJC FMD @ Jail  
Attn: Niki Johnson  
2416 Dobbs Road  
St Augustine, FL 32086

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

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

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

## **MINIMUM QUALIFICATION OF VENDORS**

Bidders must be licensed to do business in the State of Florida, and must be fully licensed and/or permitted as a Biomedical Transporter as required under Chapter 64E-16, Florida Administrative Code. Each Bidder must complete Attachment "C" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above. The Awarded Firm must possess a Local Business Tax Receipt for St. Johns County, FL.

## **SUBCONTRACTORS**

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 subcontractor's 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 its option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Vendor, Subcontractor, 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. Any and all subcontractor personnel, provided by the Contractor to perform any work under the awarded Contract shall be required to submit to and clear the required background checks as provided herein.

**FORM OF AGREEMENT BETWEEN COUNTY AND VENDOR**

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

**EXECUTION OF CONTRACT DOCUMENTS**

The awarded Vendor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Vendor no later than seven (7) consecutive calendar days after the return of the signed copies from the Vendor (but no later than seventeen (17) days from the Notice of Award).

**INDEMNITY**

To the fullest extent permitted by law, the Vendor 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 Vendor, a Sub-Vendor, 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 Vendor, a Sub-Vendor, 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 Vendor or a Sub-Vendor under workers' compensation acts, disability benefits acts or other employee benefits acts.

**CONTRACT AGREEMENT & TERM**

If awarded, the initial contract term shall be for an initial period of three (3) calendar years from the date of contract execution, providing satisfactory performance has been maintained by the Vendor. The contract may be extended in two (2) year increments, for a maximum of three (3) two-year extensions. These extensions shall be contingent upon satisfactory performance by the Vendor, availability of funds, and approval by the appropriate St Johns County representatives. Neither the County nor the Vendor is under any obligation to extend the Contract.

**TERMINATION**

Failure on the part of the Vendor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Vendor 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 Vendor shall then have three (3) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the three (3) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving ten (10) consecutive calendar days written notice to the Vendor. Issuance of more than one (1) Notice of Default during the term of the Contract shall be grounds for termination.

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

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

**TAXES**

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

## **INSURANCE**

The Vendor 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 Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor or by anyone directly employed by or contracting with the Vendor.

The Vendor shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Vendor 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 Vendor or by anyone directly or indirectly employed by a Vendor.

The Vendor 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.

The Contractor shall maintain during the life of the awarded Contract Agreement Automobile Liability Insurance as specified by Insurance Services Office, form number CA 0001 Symbol 1 (any auto), with an MCS 90 endorsement and a CA 9948 endorsement (or equivalent) attached if "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; \$5,000,000, if "pollutants," as defined in CA 0001 exclusion 11, are to be transported.

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

## **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, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the projects 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.

## **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), 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: 20-22; HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**

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

**PROJECT:** HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES

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

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

**BID PROPOSAL OF**

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

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

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

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

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 20-22: Hazardous Biomedical Waste Collection Services, in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

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

**FOR: HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**

**TOTAL ANNUAL BID PRICE:** \$ \_\_\_\_\_  
Annual Bid Price (Numerical)

\_\_\_\_\_  
Annual Bid Price (Written or Typed in Words)

**UNIT PRICE PER ADDITIONAL 96-GALLON CONTAINER** \$ \_\_\_\_\_  
(PICKUP FREQUENCY ONCE EVERY 28 DAYS)

Any discrepancy between the unit price stated above and the Total Price Bid shall be decided by the Unit Price submitted. In the event of a conflict, the Bidder's Total Price Bid shall be corrected to reflect the extended price using the Unit Price from above.

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.

In the event of a discrepancy, the County shall determine the lowest, responsive, responsible bidder.

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.

**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" – Cost Proposal
  - Attachment "B" – Affidavit
  - Attachment "C" – License/Certification List
  - Attachment "D" – List of Proposed Sub-Vendors
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" – Drug-Free Workplace Form
  - Attachment "G" – Proof of Insurance
  - Attachment "H" – Claims, Liens, and Litigation History
  - Attachment "I" – Certificate as to Corporate Principal
  - Bid Bond
  - Fully Acknowledged Addenda Applicable to this bid

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

ATTACHMENT "A"

**COST PROPOSAL**

Note: All unit prices submitted below shall include labor, materials, equipment, transportation, treatment, disposal, and any and all other costs associated with performing the required services of hazardous biomedical waste collection. All unit prices shall be final cost to the County for each item below.

CONTAINER DESCRIPTION, LOCATION AND FREQUENCY OF PICKUP	QUANTITY	ANNUAL NUMBER OF PICKUPS	UNIT PRICE PER PICKUP	ANNUAL AMOUNT
96-Gallon Container (Locations 1 through 11 & 13). One Pickup Every Twenty-eight (28) Days	17 Containers	13	\$	\$
96-Gallon Container (Locations 14 & 15). One Pickup Every Two (2) Weeks	2 Containers	26	\$	\$
96-Gallon Container (Location 14). Twice a Year	1 Container	2	\$	\$
1-Gallon Container (Mercury & Cadmium, Location 14). Twice a Year	2 Containers	2	\$	\$
<b>Total</b>				\$



Bid No: 20-22

ATTACHMENT "B"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ (Bidder) submitting the attached proposal for the services covered by the bid documents for Bid No: 20-22; Hazardous Biomedical Waste Collection Services, in St. Johns County, Florida.

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

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

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

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

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

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

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

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

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 SUB-VENDORS

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ATTACHMENT "E"

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

Project Number/Description: Bid No: 20-22; Hazardous Biomedical Waste Collection Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a Contractor's/Vendor'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.

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

ATTACHMENT "F"  
**DRUG-FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID NO: 20-22**

**ATTACHMENT "G"**  
**PROOF OF INSURANCE**

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

**ATTACHMENT "H"**

**CLAIMS, LIENS, LITIGATION HISTORY**

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subvendor) or been sued by or had a formal claim filed by an owner, subvendor or supplier resulting from a construction dispute? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: \_\_\_\_\_ Name (s) of the attorneys representing all parties: \_\_\_\_\_

Amount actually recovered, if any: \_\_\_\_\_

Name(s) of the project owner(s)/manager(s) to include address and phone number: \_\_\_\_\_

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 3 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail:

6. For all claims filed against your company within the past three-(3) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes \_\_\_\_\_ No \_\_\_\_\_ If no, please explain why? \_\_\_\_\_

7. List the status of all pending claims currently filed against your company:

**Liquidated Damages**

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please explain in detail: \_\_\_\_\_





**BID NO: 20-22**

**HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**

**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**  
**HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**  
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

**BID NO.: 20-22**

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: 20-22; HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**  
**MINIMUM SPECIFICATIONS & CONDITIONS**

**Scope of Work**

The Vendor shall be required to provide any and all required labor, materials, equipment, supplies, transportation, supervision, treatment and/or disposal to perform collection services for hazardous biomedical waste from all designated County facilities.

**County Locations & Schedule**

Listed below are the County Facilities from which the Vendor shall collect the biomedical waste, according to the schedule stated for each Department.

**SJC Fire Rescue: Waste shall be collected once every twenty eight (28) consecutive calendar days**

- |   |   |
|---|---|
| 1.) Fire Station #2 – Switzerland           | 1120 Sheffield Road, Switzerland, FL 32259-9091       |
| 2.) Fire Station #5 – St. Augustine South   | 3370 US1 South, St Augustine, FL 32086                |
| 3.) Fire Station #7 – St. Augustine Beach   | 360 A1A Beach Blvd, St. Augustine, FL 32080-5944      |
| 4.) Fire Station #8 – Hastings              | 7985 Morrison Road, Hastings, FL 32145-3911           |
| 5.) Fire Station #10 – Ponte Vedra          | 155 Library Road, Ponte Vedra, FL 32082-2229          |
| 6.) Fire Station #12 – St. Augustine N City | 4505 Avenue A #B, St. Augustine, FL, 32095-5206       |
| 7.) Fire Station #14 – West King            | 1255 West King Street, St. Augustine, FL, 32084-4094  |
| 8.) Fire Station #15 – Pine Island          | 220 Pine Island Road, St Augustine, FL 32095          |
| 9.) Fire Station #16 – World Golf           | 235 Murabella Parkway, St. Augustine, 32092           |
| 10.) Fire Station #17 – CR 210 W Sampson    | 10001 Cartwheel Bay Ave, Jacksonville, FL, 32259-2031 |
| 11.) Fire Station #18 – Nocatee             | 1055 Crosswater Pkwy, Ponte Vedra, 32081              |
| 12.) Fire Station #19 – Veterans            | (Future) Veterans Parkway and Race Track Road         |

**SJC Medical Examiner’s Office: Waste shall be collected once every twenty-eight (28) consecutive calendar days**

- 13.) 4501 Avenue A, St. Augustine, FL 32095

**SJC Utility Department Lab: \*Hazardous Medical Waste Container shall be collected once every two (2) weeks**

**\*Hazardous Biological Waste Containers shall be collected twice each year**

**\*Expired Reagents Waste Container shall be collected twice each year**

- 14.) 850 W 16<sup>th</sup> Street, St. Augustine, FL 32080

**SJC Facilities Maintenance at SJC Jail & Detention Center: Waste shall be collected once every two (2) weeks**

- 15.) 4015 Lewis Speedway, St. Augustine, FL 32084

**Containers**

The Vendor shall be required to provide containers that comply with any and all Chapter 64E-16, Florida Administrative Code, specifications and requirements throughout the duration of the contract. Each County Department has specified below the number of containers required at each location. Containers provided by the Vendor shall remain the property of the Vendor throughout the duration of the contract.

<b>Location Number</b>	<b># of Containers Required</b>	<b>Container Specifications</b>
1, 3, 4, 5, 6, 8, 9, 10, 11, 12	1 Container per location	Medical Waste – 96 gallon
7, 2	2 Containers per location	Medical Waste – 96 gallon
13	4 Containers	Medical Waste – 96 gallon
14	1 Container	Medical Waste – 96 gallon
	1 Container	Biological – Mercury – 1 gallon
	1 Container	Biological – Cadmium – 1 gallon
	1 Container	Expired Reagents – 96 gallon
15	1 Container	Medical Waste – 96 gallon

The Vendor shall be responsible for maintaining any and all containers provided under this contract in good working condition, according to the requirements of Chapter 64E-16. Any containers found by County Staff to be in disrepair, or otherwise not functioning properly (i.e. not containing waste, not opening and closing properly, causing a safety hazard due to sharp, rusted edges, etc), shall be replaced by the Vendor immediately upon notification at no additional cost to the County.

**Additions/Deletions**

The County reserves the right to add and/or delete containers to any County location at any time throughout the duration of the Contract. The containers added to and/or deleted from the contract shall be at the unit prices submitted on the Official County Bid Form. Any containers added to or removed from scheduled collection under this contract shall be via Contract Amendment.

If at any time the County should require a container, and/or collection frequency that is not priced in this Bid, the County shall request a proposal for the container and collection, in the same format as the unit prices submitted.

**Collection**

The Contractor shall be required to perform regular collection services according to the schedules provided herein. Installation and removal of any and all containers provided under this Contract shall be the responsibility of the Contractor. The cost for installation and removal of containers shall be included in the collection fees for each container as submitted on the Official County Bid Form. No separate or additional charges for installation or removal of any container shall be assessed to the County.

**Schedule**

If, at any time throughout the duration of the contract, the County requires a change in the established schedule for collection services, the County shall coordinate the change in schedule with the Contractor.

**Disposal/Treatment**

The Contractor shall be responsible for any and all costs associated with disposal and/or treatment of the waste collected from containers under this contract. The Contractor must dispose of any and all waste at a properly licensed and/or permitted waste disposal facility, and treat any and all waste according to the requirements of Chapter 64E-16, Florida Administrative Code.

**Documentation**

The Contractor shall provide a representative from each County Department a receipt for each collection visit.

**Equipment**

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

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

**Damages**

The Contractor shall be solely responsible for damages caused to any containers provided under this contract resulting from fire, vandalism, or other causes, other than normal wear and tear, on the first occasion where damages are caused. The Contractor and the County shall equally share the responsibility for any and all subsequent damages caused to any containers resulting from fire, vandalism, or other causes, other than normal wear and tear, upon submittal of an invoice and police report to the County by the Contractor.


**BID NO: 20-22; HAZARDOUS BIOMEDICAL WASTE COLLECTION SERVICES**

**SEALED BID MAILING LABEL**

**BID NO: 20-22  
Hazardous Biomedical Waste Collection Services**

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

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	BID NO: 20-22
BID TITLE:	<b>Hazardous Biomedical Waste Collection Services</b>
DUE DATE/TIME:	<b>By 2:00PM – December 18, 2019</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. Attn: Shelly Vongchanta 500 San Sebastian View St St. Augustine FL 32084



**END OF BID DOCUMENT**



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

Purchasing Division

**ADDENDUM #1**

May 23, 2019

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: **Bid No. 20-22, Hazardous Biomedical Waste Collection Services**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Documents.

**Questions:**

1. Who currently is doing this work?

**Answer: Trilogy Medwaste currently holds the contract.**

2. What is the current price the work is being done for?

**Answer: The current price per pickup per unit is \$38.76**

3. What are the times of service for picking up the stops?

**Answer: Times of service for picking up at the sites varies each time depending on the route for that given day**

4. Page 4 of the specifications says "Front End Bid Documents", I didn't see any front load work in this bid. Is this a mistake?

**Answer: As noted in the Table of Contents on page 2, "Front End Bid Documents" include Notice to Bidder, Instruction to Bidders, Official County Bid Form, and all attachments. Specifications start on page 28.**

**THE BID DUE DATE REMAINS December 18, 2019 AT 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

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

Shelly Vongchanta  
Buyer

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

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

**END OF ADDENDUM NO. 1**