

RESOLUTION NO. 2021 - 134

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 21-65 TO LYONS CONTRACT SERVICE. LLC, AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE OF TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES IN ACCORDANCE WITH THE BID.

RECITALS

WHEREAS, the County desires to enter into contract with Lyons Contract Service, LLC for trash collection services at St Johns County Parks and Properties; and

WHEREAS, the scope of the service includes providing any and all labor, materials, transportation, equipment, disposal and supervision for the performance of trash collection services at specified St. Johns County parks and properties located throughout the County; and

WHEREAS, through the County's formal Bid process, Lyons Contract Service was determined to be the lowest, responsive, responsible bidder to perform the work referenced above; and

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

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 No. 21-65 to Lyons Contract Service as the lowest, responsive, responsible bidder.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid No. 21-65.

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 6 day of April, 2021

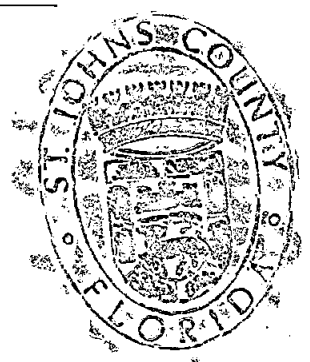
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair

ATTEST: CLERK OF THE CIRCUIT COURT & COMPTROLLER: Brandon J. Patty, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 4/8/21





CONTRACT AGREEMENT
Bid No: 21-65; Trash Collection Services at SJC Parks & Properties
Master Contract #: 21-MCC-LYO-13384

This Contract Agreement, ("Agreement") is made as of this ____ day of _____, 2021, ("Effective Date"), 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 **Lyons Contract Service, LLC** ("Contractor"), authorized to do business in the State of Florida, with offices located at PO Box 421, Edisto Beach, SC 29438; Phone: (229) 854-1075; and Email: lyonscontractservice@yahoo.com.

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

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, shall remain in effect for an initial term of one (1) calendar year, and shall have four (4) available one (1) year renewal options, exercisable by the County, contingent upon satisfactory performance by the Contractor, continued need for the services, and availability of legally appropriated funds each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents, and renewal or extension serves the best interest of St. Johns County.

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

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 Recreation & Parks Dept:

Attn: Jayne Delaney
jdelaney@sjcfl.us
 2175 Mizell Road
 St Augustine, FL 32080

St. Augustine Amphitheatre:

Attn: Elizabeth Glasgow
eglasgow@sjcfl.us
 1340C A1A South
 St Augustine, FL 32080

St Johns County Health & Human Services:

Attn: Raechel Meeks
rmeeks@sjcfl.us
 200 San Sebastian View, Suite 2300
 St Augustine, FL 32084

ARTICLE 4 – SCHEDULE

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

Any other schedule requested by the Contractor must be approved, in writing, by the appropriate County Staff *prior* to any services being performed under an alternate schedule than stated herein. The Contractor shall perform any additional collections, as requested by the County. Additional collections shall be performed at the unit price submitted on the Official County Bid Form, provided herein.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

A. The County shall compensate the Contractor an annual amount not-to-exceed one hundred twelve thousand thirty-two

- dollars and ninety-two cents (\$112,032.92), based upon the Unit Prices provided herein on Exhibit "A", 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 must be delivered to:

**St. Johns County Recreation
& Parks Dept:**

Attn: Jayne Delany
2175 Mizell Road
St Augustine, FL 32080

St. Augustine Amphitheatre:

Attn: Elizabeth Glasgow
1340C A1A South
St Augustine, FL 32080

**St Johns County Health & Human
Services:**

Attn: Raechel Meeks
200 San Sebastian View, Suite 2300
St Augustine, FL 32084

- 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 County with cause upon at least five (5) 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 Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 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 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

ARTICLE 13 – 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 14 – 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 15 - 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 Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained

insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. **Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.** Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

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

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

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

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

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

ARTICLE 16 - 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 17 – 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 18 – 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 19 – 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 20 – 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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – 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.

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

ARTICLE 30 – 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 31 – 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 32 - 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 33 – 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 34 – 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 35 - 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: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Lyons Contract Service, LLC
Attn: Carlton Lyons, President
PO Box 421
Edisto Beach, SC 29438

ARTICLE 36 - 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 37 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

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

ARTICLE 38 – 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 39 – 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 40 – AUTHORITY TO EXECUTE

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

BID NO 21-65; TRASH COLLECTION SERVICES AT SJC PARKS & PROPERTIES
Master Contract #: 21-MCC-LYO-13384

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

COUNTY:

St. Johns County, FL
Full Legal Name

Signature County Representative

Leigh Daniels, CPPB
Printed Name – County Representative

Purchasing Manager
Printed Title

Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

CONTRACTOR:

Lyons Contract Service, LLC
Full Legal Company Name

Signature of Contractor Representative

Printed Name & Title

Date of Execution

BID NO 21-65; TRASH COLLECTION SERVICES AT SJC PARKS & PROPERTIES
Master Contract #: 21-MCC-LYO-13384

EXHIBIT "A"
UNIT PRICING

Compensation shall be made in accordance with the unit prices below and shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work.

Note: All unit prices submitted below shall be per location per week, based on schedule, and shall include any and all labor, materials, transportation, equipment, tax and supervision for the performance of trash collection services. Prices submitted are final cost to the County.

TRASH COLLECTION SITES 3X WEEK PICKUP

No.	Site	Location/Address	Price per Week (Unit Price)	Annual Price (Unit Price X 52 Weeks)	Extended Total (Annual Price)
1	Aberdeen Park	1401 Shetland Dr	\$130.68	\$6,795.36	\$6,795.36
2	Alpine Groves Park	2060 State Rd 13N	\$27.00	\$1,404.00	\$1,404.00
3	Butler West Park	400 Riverside Blvd	\$40.50	\$2,106.00	\$2,106.00
4	Canal Blvd & S Roscoe Blvd	West end of Canal Blvd	\$4.50	\$234.00	\$234.00
5	Cornerstone Park	1046 A1A North	\$76.50	\$3,978.00	\$3,978.00
6	Davis Park	210 Davis Park Rd	\$146.52	\$7,619.04	\$7,619.04
7	Doug Crane Boat Ramp	Shore Drive, 1st Entrance	\$27.00	\$1,404.00	\$1,404.00
8	Durbin Crossing Park	345 Islesbrook Parkway	\$54.00	\$2,808.00	\$2,808.00
9	F.A. Pope Rd Parking	E end of Pope Rd on A1A S	\$4.50	\$234.00	\$234.00
10	Joe Pomar Park	1600 Masters Drive	\$54.00	\$2,808.00	\$2,808.00
11	Ketterlinus Gym	60 Orange Street	\$4.50	\$234.00	\$234.00
12	Mills Field	1805 Racetrack Rd	\$158.40	\$8,236.80	\$8,236.80
13	Nocatee Park	707 Little River Rd	\$63.00	\$3,276.00	\$3,276.00
14	Palencia Park	649 Palencia Club Dr	\$9.00	\$468.00	\$468.00
15	Palm Valley Boat Ramp	E Side Palm Valley Bridge	\$9.00	\$468.00	\$468.00
16	Palmo Boat Ramp	8550 Palmo Fish Camp Rd	\$13.50	\$702.00	\$702.00
17	Plantation Park (Fruit Cove)	3060/3180 Racetrack Rd	\$126.72	\$6,589.44	\$6,589.44
18	Rattlesnake Island Park	Summer Island Access Rd off A1A S	\$18.00	\$936.00	\$936.00
19	Riverdale Park/Ramp	981 CR 13 S	\$13.50	\$702.00	\$702.00
20	Rivertown Park	200 Swamp Oak Tr	\$126.72	\$6,589.44	\$6,589.44
21	Rivertown II	21 Sequoia Creek Trail, St. Johns	\$22.50	\$1,170.00	\$1,170.00
22	Ron Parker Park	607 Old Beach Rd	\$13.50	\$702.00	\$702.00
23	Shands Pier (Orangedale)	CR 16A & CR 13N	\$4.50	\$234.00	\$234.00
24	Treaty Park	1595 Wildwood Dr	\$118.80	\$6,177.60	\$6,177.60
25	Trout Creek Park	6795 Collier Rd	\$81.00	\$4,212.00	\$4,212.00
26	Usina Boat Ramp	605 Euclid Ave	\$27.00	\$1,404.00	\$1,404.00
27	Veterans Park	1332 CR 223	\$174.24	\$9,060.48	\$9,060.48
28	Vilano Boat Ramp	101 Vilano Causeway W of Vilano Bridge	\$22.50	\$1,170.00	\$1,170.00
29	Vilano Pier & Parking	W end of Vilano Rd	\$27.00	\$1,404.00	\$1,404.00
30	W Aug Park/Osceola Field/Little League	1600 Duval St	\$22.50	\$1,170.00	\$1,170.00
T1	ANNUAL TOTAL FOR ALL LOCATIONS FOR 3X WEEK PICKUP				\$84,296.12

TRASH COLLECTION SITES 2X WEEK PICKUP

No.	Site	Location/Address	Price Per Week (Unit Price)	Annual Price (Price per Week X 52 Weeks)	Extended Total (Annual Price)
31	Beach Services Office	901 Pope Road	\$9.00	\$468.00	\$468.00
32	Boating Club Rd Ramp	West end of Boating Club Rd, on A1A N	\$3.00	\$156.00	\$156.00
33	Canopy Shores Park	804 Christina Drive	\$18.00	\$936.00	\$936.00
34	CBP Park	10 North Holmes Blvd	\$36.00	\$1,872.00	\$1,872.00
35	DeLeon Shores (PV)	9 Dolphin Rd	\$18.00	\$936.00	\$936.00
36	Fairgrounds	5840 State Road 207	\$15.00	\$780.00	\$780.00
37	Gamble Rogers	6250 US 1 South	\$15.00	\$780.00	\$780.00
38	Green Rd Ramp	West end of Green Rd on A1A South	\$9.00	\$468.00	\$468.00
39	Hastings Rec Center/ Al Wilkie Park	6140 S Main Street	\$24.00	\$1,248.00	\$1,248.00
40	Landrum M.S. Field	230 Landrum Lane	\$15.00	\$780.00	\$780.00
41	Matanzas Bridge Parking	SE Side of Matanzas Bridge	\$9.00	\$468.00	\$468.00
42	Moultrie Ramp / Bluff	S end of Jasmine Rd on Shore Dr	\$6.00	\$312.00	\$312.00
43	Nocatee Kayak Launch	2015 Nocatee Landing Trail	\$12.00	\$624.00	\$624.00
44	North Shore Park (Vilano)	120 Meadow Ave	\$6.00	\$312.00	\$312.00
45	Old A1A Site (Ocean Side)	Old A1A S of Matanzas Bridge	\$6.00	\$312.00	\$312.00
46	Pacetti Bay Athletic Fields	245 Meadowlark Ln	\$6.00	\$312.00	\$312.00
47	Ponte Vedra Park (Bird Island)	101 Library Blvd	\$6.00	\$312.00	\$312.00
48	RB Hunt Elem School Field	Red Cox Dr	\$9.00	\$468.00	\$468.00
49	Royal Rd Park (St. Aug So)	709 Royal Rd	\$15.00	\$780.00	\$780.00
50	SE Intracoastal Park	8295 A1A S	\$15.00	\$780.00	\$780.00
51	Switzerland Point M.S.	777 Greenbriar Rd	\$15.00	\$780.00	\$780.00
52	Town of Hastings Park	603 N Main Street	\$15.00	\$780.00	\$780.00
53	Usina Bridge Boardwalk	Beachcomber's Way	\$3.00	\$156.00	\$156.00
54	Vaill Point Park	630 Vaill Point Rd	\$30.00	\$1,560.00	\$1,560.00
55	WE Harris Comm Center	400 E Harris St	\$12.00	\$624.00	\$624.00
56	Windswept Acres Park	5385 A1A South	\$9.00	\$468.00	\$468.00
57	Amphitheatre	1340 A1A South	\$48.00	\$2,496.00	\$2,496.00
T2	ANNUAL TOTAL FOR ALL LOCATIONS FOR 2X WEEK PICKUP				\$19,968.00

SJC PARKS & PROPERTIES TRASH COLLECTION SITES 1X WEEK PICKUP

No.	Site	Location/Address	Price Per Week (Unit Price)	Annual Price (Price per Week X 52 Weeks)	Extended Total (Annual Price)
58	Armstrong Park	4950 Harvey Avenue	\$7.50	\$390.00	\$390.00
59	BMX Track	3005 Alan Nease Road	\$7.50	\$390.00	\$390.00
60	Cora Harrison Preserve (Hastings Trailhead)	4974 Harvey Avenue	\$7.50	\$390.00	\$390.00
61	Deep Creek Ramp	SR 206 & SR 207	\$6.00	\$312.00	\$312.00
62	Eddie Vickers Park	399 Riberia Street	\$15.00	\$780.00	\$780.00
63	Equestrian Center	8200 Smith Road	\$7.50	\$390.00	\$390.00
64	Flagler Est (Oliver Park)	9970 Oliver Rd	\$7.50	\$390.00	\$390.00
65	Lighthouse Tennis Court	Red Cox Drive Westside of Road	\$1.50	\$78.00	\$78.00
66	McCullough Creek	2200/2800 Cr 13 S	\$7.50	\$390.00	\$390.00
67	Nocatee Trailhead Park	501 Davis Park Rd, Ponte Vedra	\$7.50	\$390.00	\$390.00
68	Pacetti Bay Park	315 Medowlark Ln	\$7.50	\$390.00	\$390.00
69	Palmetto Boat Ramp	Palmetto Rd & A1A S	\$3.00	\$156.00	\$156.00
70	Rail Road Park Plus Two Main St Cans	101 Park Avenue Hastings	\$3.00	\$156.00	\$156.00
71	St. Aug So (Park on Curve)	Shore Dr & Moultrie Crk	\$7.50	\$390.00	\$390.00
72	SR 207 Trailhead	3743 State Road 207, Elkton	\$7.50	\$390.00	\$390.00
73	Vermont Heights Park	4235 Maine St/ SR 207	\$6.00	\$312.00	\$312.00
74	Weff Rd	A1A S / W end of Weff Rd	\$1.50	\$78.00	\$78.00
75	Vilano Rd - 20 Trash Cans	Vilano Pier to Beach	\$26.40	\$1,372.80	\$1,372.80
76	W King Street	Orange St & Rodriquez	\$12.00	\$624.00	\$624.00
T3	ANNUAL TOTAL FOR ALL LOCATIONS FOR 1X WEEK PICKUP				\$7,768.80

**ANNUAL TOTAL FOR ALL LOCATIONS
(ADD TOTALS FROM LINES T1, T2 AND T3)**

\$ 112,032.92

SINGLE LOCATION FOR 5X WEEK PICKUP

\$ 75.00 PER WEEK

SINGLE LOCATION ONE-TIME PICKUP

\$ 15.00 EACH

BID NO 21-65; TRASH COLLECTION SERVICES AT SJC PARKS & PROPERTIES

Master Contract #: 21-MCC-LYO-13384

**EXHIBIT "B"
SPECIFICATIONS**

Scope of Work

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

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

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

County Locations

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

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

Invoicing

Location No. 57 (Amphitheatre) shall be invoiced to the Amphitheatre, as referenced in the "PAYMENT/INVOICE" section under Front End Bid Documents.

Location No. 75 (Vilano Road, 20 Trash Cans) and Location No. 76 (West King Street) shall be invoiced to the Health and Human Services Department, as referenced in the "PAYMENT/INVOICE" section under Front End Bid Documents.

All other locations to be invoiced to St Johns County Recreation Department.

Trash Cans/Containers

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

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

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

The Contractor will be given a key to any locked receptacles. If the Contractor loses or damages the lock, it will be the Contractor's responsibility to replace the lock with the same keyed lock.

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

Scheduling

The frequency of collection for each site is provided herein. Collection services shall be provided as follows for the different frequencies of collection:

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

Any other schedule requested by the Contractor must be approved, in writing, by the appropriate County Staff *prior* to any services being performed under an alternate schedule than stated herein. The Contractor shall perform any additional collections, as requested by the County. Additional collections shall be performed at the unit price submitted on the Official County Bid Form, provided herein.

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

Collection will be required even if the collection day is a holiday.

Disposal

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

The Contractor may not dump trash in a County paid dumpster nor will a Contractor be allowed to place dumpsters for their own use on County property.

Contractor Appearance

Contractor should be dressed appropriately at all times when performing work duties. Identification (either with a uniform shirt, badge, or otherwise) should indicate company name. Inappropriate clothing includes, but is not limited to torn clothing, ill-fitting clothes, and clothes displaying offensive language.

Appropriate Conduct

Contractor and staff are expected to adhere to accepted business principles in matters of professional and personal conduct and exhibit a high degree of personal integrity at all times. The Contractor and staff must refrain from behaviors that may be harmful to self and others or that might be viewed unfavorably by the County or the public.

Types of behavior and conduct that St. Johns County considers inappropriate include, but are not limited to, the following:

- Inability to perform assigned duties.
- Insubordination.
- Willful violation of County rules and regulations.
- Conduct unbecoming of a public employee
- Tardiness or lack of punctuality
- Misconduct.
- Use of alcohol or narcotics beverages while engaged in County business.
- Reporting to work intoxicated or under the influence of non-prescribed drugs.
- Arrest of any crime involving moral misconduct.
- Arrest of a felony.
- Falsifying employment or other County records.
- Violating the Prohibition of Unlawful Harassment policy.
- Using County supplies/materials or other property for personal purposes.
- Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
- Fighting or using obscene, abusive, or threatening language or gestures while on the job.
- Stealing.
- Possessing unauthorized firearms.
- Disregarding safety or security regulations while conducting business or while on County property.

- Making false allegations or claims.
- Making unauthorized recordings.

Notifications

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

Equipment

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

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

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

Damages

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



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

February 24, 2021

RE: Bid No: 21-65: Trash Collection Services at St Johns County Parks and Properties


Please be advised that St. Johns County is issuing this notice of its Intent to Award a contract, to Lyons Contract Service, as the lowest responsive, responsible bidder under Bid No. 21-65: Trash Collection Services at St Johns County Parks and Properties. This notice will remain posted to the St. Johns County Purchasing Department bulletin board until 3:00PM, Monday, March 1, 2021.

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 and execute a contract.

Please forward all questions or inquiries related to this project to Shelly Vongchanta, Procurement Coordinator, at svongchanta@sjcfl.us.

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


County Representative Signature

Date: 2/24/21

Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**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: Doug Bataille, Director of Parks and Recreation
David Canon, Maintenance Superintendent

FROM: Shelly Vongchanta, Procurement Coordinator

SUBJECT: Bid No. 21-65; Trash Collection Services at St Johns County Parks and Properties

DATE: February 18, 2021

Attached are copies of the bid responses and Bid Tabulation sheet.

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

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

Department Head Approval

Date 2/23/21

Budget Amount \$120,000

Account Funding Title Parks Trash Pickup

Funding Charge Code 0080-53400

Award to Lyons Contract Service

Award Amount \$112,032.12

ST JOHNS COUNTY

FEB 24 '21

PURCHASING

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE Trash Collection Services at St Johns County Parks & Properties

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

OPENED BY
TABULATED BY
VERIFIED BY

Shelly Vongchanta
April Bacon
Shelly Vongchanta

BID NUMBER 21-65

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME February 17, 2021 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION.

POSTING DATE/TIME
FROM 02/18/21
2:00 PM

UNTIL
02/23/21
2:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

BIDDERS	TOTAL ANNUAL BID						
No Mow Problems LLC	\$153,920.00						
Lyons Contract Service	\$112,032.12						
M&M Commercial Cleaning Concepts, Inc.	\$125,226.40						

BID AWARD DATE - _____

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

CORPORATE/COMPANY

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

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

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

Address: PO Box 421

Telephone No.: (229) 854-1075 Fax No.: ()

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

Federal I.D. Tax Number: 47-4087708 DUNS #: _____
(If applicable)

INDIVIDUAL

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

Address: _____

Telephone No.: () Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

- Official County Bid Form Including Fully Acknowledged Addenda Applicable to this Bid
- "A" – Cost Proposal
- "B" – Affidavit
- "C" – Certificate as to Corporate Principal
- "D" – License/Certification List
- "E" – List of Proposed Sub-Contractors/Suppliers
- "F" – Conflict of Interest Disclosure Form
- "G" – Drug-Free Workplace Form
- "H" – Proof of Insurance
- "I" – Claims, Liens, Litigation History
- "J" – Equal Opportunity Report Statement
- "K" – Non-collusion Certification
- "L" – Local Preference
- Bid Bond

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

BID NO. 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

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

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

DATE SUBMITTED: 17 Feb 2021

BID PROPOSAL OF

Lyons Contract Service LLC

Full Legal Company Name

PO Box 421

Mailing Address

229-854-1075

Telephone Number

N/A

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for **Bid No: 21-65; Trash Collection Services at St Johns County Parks and Properties** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials, transportation and supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

If awarded a Purchase Order and contract on the basis of this bid proposal, the undersigned pledges to provide the materials and services as specified in the Bid Proposal and County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this bid proposal are true in every respect and that the said proposal is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

TOTAL ANNUAL BID \$ \$112,032.96
(From Attachment "A") Amount Written in Numerals

One hundred twelve thousand thirty-two dollars and ninety-six /100
Amount Written in Words

Price must be inclusive of any freight, handling, delivery, surcharges or any other incidental costs. Price is final cost to the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

The Total Bid Price shall be the extended price for all locations and schedules, based on the unit prices and extended price totals (Attachment A). In the event of a discrepancy between the unit price and extended prices, the unit price shall prevail.

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

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: _____ Date Received: _____

No: _____ Date Received: _____

No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that the equipment presented in the submitted bid proposal meets or exceeds the County specifications. The Undersigned certifies that a full examination of the location of the proposed work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "A"

COST PROPOSAL

Note: All unit prices submitted below shall be per location per week, based on schedule, and shall include any and all labor, materials, transportation, equipment, tax and supervision for the performance of trash collection services. Prices submitted are final cost to the County.

The County also reserves the right to utilize the Unit Prices submitted below for additional, as needed, services throughout contract duration. In the event of a discrepancy between unit prices and extended prices, the Unit prices shall prevail.

SJC PARKS & PROPERTIES TRASH COLLECTION SITES 3X WEEK PICKUP

No.	Site	Location/Address	Price per Week (Unit Price)	Annual Price (Unit Price X 52 Weeks)	Extended Total (Annual Price)
1	Aberdeen Park	1401 Shetland Dr	\$130.68	\$6795.36	\$6795.36
2	Alpine Groves Park	2060 State Rd 13N	\$27.00	\$1404.00	\$1404.00
3	Butler West Park	400 Riverside Blvd	\$40.50	\$2106.00	\$2106.00
4	Canal Blvd & S Roscoe Blvd	West end of Canal Blvd	\$4.50	\$234.00	\$234.00
5	Cornerstone Park	1046 A1A North	\$76.50	\$3978.00	\$3978.00
6	Davis Park	210 Davis Park Rd	\$146.52	\$7619.04	\$7619.04
7	Doug Crane Boat Ramp	Shore Drive, 1st Entrance	\$27.00	\$1404.00	\$1404.00
8	Durbin Crossing Park	345 Islesbrook Parkway	\$54.00	\$2808.00	\$2808.00
9	F.A. Pope Rd Parking	E end of Pope Rd on A1A S	\$4.50	\$234.00	\$234.00
10	Joe Pomar Park	1600 Masters Drive	\$54.00	\$2808.00	\$2808.00
11	Ketterlinus Gym	60 Orange Street	\$4.50	\$234.00	\$234.00
12	Mills Field	1805 Racetrack Rd	\$158.40	\$8236.80	\$8236.80
13	Nocatee Park	707 Little River Rd	\$63.00	\$3,276.00	\$3276.00
14	Palencia Park	649 Palencia Club Dr	\$9.00	\$468.00	\$468.00
15	Palm Valley Boat Ramp	E Side Palm Valley Bridge	\$9.00	\$468.00	\$468.00
16	Palmo Boat Ramp	8550 Palmo Fish Camp Rd	\$13.50	\$702.00	\$702.00
17	Plantation Park (Fruit Cove)	3060/3180 Racetrack Rd	\$126.72	\$6589.44	\$6589.44
18	Rattlesnake Island Park	Summer Island Access Rd off A1A S	\$18.00	\$936.00	\$936.00
19	Riverdale Park/Ramp	981 CR 13 S	\$13.50	\$702.00	\$702.00
20	Rivertown Park	200 Swamp Oak Tr	\$126.72	\$6589.44	\$6589.44
21	Rivertown II	21 Sequoia Creek Trail, St. Johns	\$22.50	\$1170.00	\$1170.00
22	Ron Parker Park	607 Old Beach Rd	\$13.50	\$702.00	\$702.00
23	Shands Pier (Orangedale)	CR 16A & CR 13N	\$4.50	\$234.00	\$234.00
24	Treaty Park	1595 Wildwood Dr	\$118.80	\$6177.60	\$6177.60
25	Trout Creek Park	6795 Collier Rd	\$81.00	\$4212.00	\$4212.00
26	Usina Boat Ramp	605 Euclid Ave	\$27.00	\$1404.00	\$1404.00
27	Veterans Park	1332 CR 223	\$174.24	\$9060.48	\$9060.44
28	Vilano Boat Ramp	101 Vilano Causeway W of Vilano Bridge	\$22.50	\$1170.00	\$1170.00
29	Vilano Pier & Parking	W end of Vilano Rd	\$27.00	\$1404.00	\$1404.00
30	W Aug Park/Osceola Field/Little League	1600 Duval St	\$22.50	\$1170.00	\$1170.00
T1	ANNUAL TOTAL FOR ALL LOCATIONS FOR 3X WEEK PICKUP				\$84,296.16

\$ 84,296.12

SJC PARKS & PROPERTIES TRASH COLLECTION SITES 2X WEEK PICKUP

No.	Site	Location/Address	Price Per Week (Unit Price)	Annual Price (Price per Week X 52 Weeks)	Extended Total (Annual Price)
31	Beach Services Office	901 Pope Road	\$9.00	\$468.00	\$468.00
32	Boating Club Rd Ramp	West end of Boating Club Rd, on A1A N	\$3.00	\$156.00	\$156.00
33	Canopy Shores Park	804 Christina Drive	\$18.00	\$936.00	\$936.00
34	CBP Park	10 North Holmes Blvd	\$36.00	\$1872.00	\$1872.00
35	DeLeon Shores (PV)	9 Dolphin Rd	\$18.00	\$936.00	\$936.00
36	Fairgrounds	5840 State Road 207	\$15.00	\$780.00	\$780.00
37	Gamble Rogers	6250 US 1 South	\$15.00	\$780.00	\$780.00
38	Green Rd Ramp	West end of Green Rd on A1A South	\$9.00	\$468.00	\$468.00
39	Hastings Rec Center/ Al Wilkie Park	6140 S Main Street	\$24.00	\$1248.00	\$1248.00
40	Landrum M.S. Field	230 Landrum Lane	\$15.00	\$780.00	\$780.00
41	Matanzas Bridge Parking	SE Side of Matanzas Bridge	\$9.00	\$468.00	\$468.00
42	Moultrie Ramp / Bluff	S end of Jasmine Rd on Shore Dr	\$6.00	\$312.00	\$312.00
43	Nocatee Kayak Launch	2015 Nocatee Landing Trail	\$12.00	\$624.00	\$624.00
44	North Shore Park (Vilano)	120 Meadow Ave	\$6.00	\$312.00	\$312.00
45	Old A1A Site (Ocean Side)	Old A1A S of Matanzas Bridge	\$6.00	\$312.00	\$312.00
46	Pacetti Bay Athletic Fields	245 Meadowlark Ln	\$6.00	\$312.00	\$312.00
47	Ponte Vedra Park (Bird Island)	101 Library Blvd	\$6.00	\$312.00	\$312.00
48	RB Hunt Elem School Field	Red Cox Dr	\$9.00	\$468.00	\$468.00
49	Royal Rd Park (St. Aug So)	709 Royal Rd	\$15.00	\$780.00	\$780.00
50	SE Intracoastal Park	8295 A1A S	\$15.00	\$780.00	\$780.00
51	Switzerland Point M.S.	777 Greenbriar Rd	\$15.00	\$780.00	\$780.00
52	Town of Hastings Park	603 N Main Street	\$15.00	\$780.00	\$780.00
53	Usina Bridge Boardwalk	Beachcomber's Way	\$3.00	\$156.00	\$156.00
54	Vaill Point Park	630 Vaill Point Rd	\$30.00	\$1560.00	\$1560.00
55	WE Harris Comm Center	400 E Harris St	\$12.00	\$624.00	\$624.00
56	Windswept Acres Park	5385 A1A South	\$9.00	\$468.00	\$468.00
57	Amphitheatre	1340 A1A South	\$48.00	\$2496.00	\$2496.00
T2	ANNUAL TOTAL FOR ALL LOCATIONS FOR 2X WEEK PICKUP				\$19,968.00

SJC PARKS & PROPERTIES TRASH COLLECTION SITES 1X WEEK PICKUP

No.	Site	Location/Address	Price Per Week (Unit Price)	Annual Price (Price per Week X 52 Weeks)	Extended Total (Annual Price)
58	Armstrong Park	4950 Harvey Avenue	\$7.50	\$390.00	\$390.00
59	BMX Track	3005 Alan Nease Road, Elkton	\$7.50	\$390.00	\$390.00
60	Cora Harrison Preserve (Hastings Trailhead)	4974 Harvey Avenue	\$7.50	\$390.00	\$390.00
61	Deep Creek Ramp	SR 206 & SR 207	\$6.00	\$312.00	\$312.00
62	Eddie Vickers Park	399 Riberia Street	\$15.00	\$780.00	\$780.00
63	Equestrian Center	8200 Smith Road	\$7.50	\$390.00	\$390.00
64	Flagler Est (Oliver Park)	9970 Oliver Rd	\$7.50	\$390.00	\$390.00
65	Lighthouse Tennis Court	Red Cox Drive Westside of Road	\$1.50	\$78.00	\$78.00
66	McCullough Creek	2200/2800 Cr 13 S	\$7.50	\$390.00	\$390.00
67	Nocatee Trailhead Park	501 Davis Park Rd, Ponte Vedra	\$7.50	\$390.00	\$390.00
68	Pacetti Bay Park	315 Medowlark Ln	\$7.50	\$390.00	\$390.00
69	Palmetto Boat Ramp	Palmetto Rd & A1A S	\$3.00	\$156.00	\$156.00
70	Rail Road Park Plus Two Main St Cans	101 Park Avenue Hastings	\$3.00	\$156.00	\$156.00
71	St. Aug So (Park on Curve)	Shore Dr & Moultrie Crk	\$7.50	\$390.00	\$390.00
72	SR 207 Trailhead	3743 State Road 207, Elkton	\$7.50	\$390.00	\$390.00
73	Vermont Heights Park	4235 Maine St / SR 207	\$6.00	\$312.00	\$312.00
74	Weff Rd	A1A S / W end of Weff Rd	\$1.50	\$78.00	\$78.00
75	Vilano Rd - 20 Trash Cans	Vilano Pier to Beach	\$26.40	\$1372.80	\$1372.80
76	W King Street	Orange St & Rodriguez	\$12.00	\$624.00	\$624.00
T3	ANNUAL TOTAL FOR ALL LOCATIONS FOR 1X WEEK PICKUP				\$ 7,768.80

**ANNUAL TOTAL FOR ALL LOCATIONS
(ADD TOTALS FROM LINES T1, T2 AND T3)**

\$ 112,032.96 ^{92 SD}
Please write this amount on Bid Proposal Page

SINGLE LOCATION FOR 5X WEEK PICKUP

\$ 75.00 **PER WEEK**

SINGLE LOCATION ONE-TIME PICKUP

\$ 15.00 **EACH**

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

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 Carlton Lyons, President who being duly sworn, deposes and says he is President (Title) of the firm of Lyons Contract Service LLC Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 21-64; Trash Collection Services at St Johns County Parks and Properties, in St. Johns County, Florida.

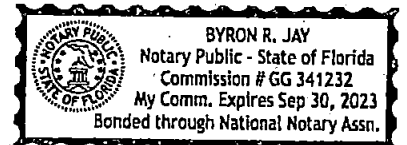
The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he,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

Lyons Contract Service LLC
(Bidder)

Sworn and subscribed to me this 17th day
of FEBRUARY, 2021.

By: Carlton Lyons
President
(Title)

Notary Public:
Byron R. Jay
Signature
BYRON R. JAY
Printed



My commission Expires: 09-30-2023

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

State of Florida

Department of State

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

The document number of this limited liability company is M17000008818.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on February 16, 2021, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixteenth day of February,
2021*



Rainald R. Bee
Secretary of State

Tracking Number: 2042812601CR

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "E"

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work.

The bidder shall attach a copy of each current license for the Sub-Contractor(s) listed below to this form.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
None			

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "F"

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project Number/Description: Bid No. 21-65; Trash Collection Services at St Johns County Parks and Properties

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

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

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

Please check the appropriate statement:



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




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

Legal Name of Respondent:

Lyons Contract Service LLC

Authorized Representative(s) :


Signature

Carlton Lyons, President
Print Name/Title

Signature

Print Name/Title

**BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES
ATTACHMENT "G"**

**St. Johns County Board of County Commissioners
Drug Free Workplace Form**

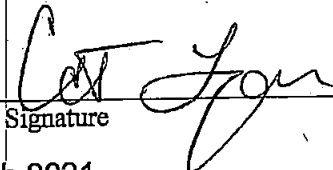
The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Lyons Contract Service 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

15 Feb 2021

Date

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "H"

Proof of Insurance

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of "Certificate of Insurance" here)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2021

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).

PRODUCER KINGHORN INSURANCE AGENCY OF BEAUFORT PO BOX 1088 BEAUFORT SC 29901-1088	CONTACT NAME: PHONE (A/C, No, Ext): 843-521-4000 FAX (A/C, No): E-MAIL ADDRESS: _____ <div style="text-align: center; border: 1px solid black; padding: 2px;">INSURER(S) AFFORDING COVERAGE</div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 0;"> <thead> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: SELECTIVE INS CO OF AMERICA</td> <td style="text-align: center;">12572</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER	NAIC #	INSURER A: SELECTIVE INS CO OF AMERICA	12572	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: SELECTIVE INS CO OF AMERICA	12572														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED LYONS CONTRACT SERVICE LLC P.O. BOX 421 EDISTO ISLAND SC 29438-7948															

COVERAGES **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.

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 checked="" type="checkbox"/>	S 2192609	11/9/2020	11/9/2021	EACH OCCURRENCE \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000			
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC									PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:									GENERAL AGGREGATE \$ 3,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 3,000,000			
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$			
	<input type="checkbox"/> HIRE/AUTOS ONLY	<input type="checkbox"/>					BODILY INJURY (Per person) \$			
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/>					BODILY INJURY (Per accident) \$			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>					PROPERTY DAMAGE (Per accident) \$			
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$									
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						EACH OCCURRENCE \$			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/ <input checked="" type="checkbox"/> N	N/A				AGGREGATE \$			
							PER STATUTE OTH-ER			
							E.L. EACH ACCIDENT \$			
							E.L. DISEASE - EA EMPLOYEE \$			
							E.L. DISEASE - POLICY LIMIT \$			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Certificate of Liability Insurance was created by Selective on behalf of the agent.
 St Johns County is included as additional insured with respect to General Liability as required by written contract or agreement.

CERTIFICATE HOLDER **CANCELLATION**

St Johns County 500 San Sebastian View St. Augustine FL 32084	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
---	---

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "I"

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 subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor 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. *NONE*
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. *NONE*
4. Within the past 7 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.

None

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 five-(5) 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 If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "J"

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.


During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the

administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): Carlton Lyons

SIGNATURE: 

TITLE: President

NAME OF FIRM: Lyons Contract Service LLC

DATE: 15 Feb 2021

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "K"


NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Sealed Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Carlton Lyons

SIGNATURE: 

TITLE: President

DATE: 15 Feb 2021

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Lyons Contract Service, LLC

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "L"

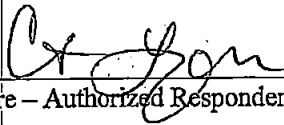
LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "L" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "L".

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Respondent is not a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

X



Signature – Authorized Respondent Representative

Carlton Lyons, President

Printed Name & Title

15 Feb 2021

Date of Signature

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that LYONS CONTRACT SERVICE as Principal, and CARLTON LYONS as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of SIX THOUSAND Dollars (\$6,000.⁰⁰) 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 15 FEB, 2021.

For
TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

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: 21-65


WITNESSES:

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

WITNESSES:

Carlton Lyons
PRINCIPAL:

Lyons Contract Service LLC
NAME OF FIRM:


SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

President
TITLE

PO Box 421
BUSINESS ADDRESS

Edisto Beach, SC 29438
CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY



PO Box 3000
Merrifield, VA 22119-3000
navyfederal.org

68-7497
2660

Cashier's Check

Serial No.	Account No.	Date	Amount
0451343853	*****6031	02/17/21	\$*****6000.00

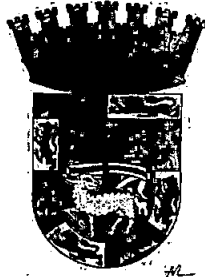
Pay to the Order of BOARD OF COUNTY COMMISSIONERS ST. JOHNS

REMITTER: LYONS CONTRACT SERVICE, LLC

Cassandra DePinto
Authorized Signature

© 2014 Navy Federal NFCU 536 (8-14)





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

BID NO: 21-65

**TRASH COLLECTION SERVICES AT ST. JOHNS
COUNTY PARKS AND PROPERTIES**

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

www.sjcfl.us/Purchasing/index.aspx

FINAL: 1/27/21

Bid No: 21-65; Trash Collection Services at St. Johns County Parks and Properties

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“B” – Affidavit

“C” – Certificate as to Corporate Principal

“D” – License/Certification List

“E” – List of Proposed Sub-Contractors/Suppliers

“F” – Conflict of Interest Disclosure Form

“G” – Drug-Free Workplace Form

“H” – Proof of Insurance

“I” – Claims, Liens, Litigation History

“J” – Equal Opportunity Report Statement

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“L” – Local Preference

Bid Bond

SPECIFICATIONS

SEALED BID MAILING LABEL

END OF TABLE OF CONTENTS

BID NO: 21-65

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, February 17, 2021 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 21-65; Trash Collection Services at St Johns County Parks and Properties.** 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.

Scope of Work:

The awarded firm shall be responsible for providing any and all labor, materials, transportation, equipment, disposal and supervision for the performance of trash collection services at specified St. Johns County parks and properties located throughout St. Johns County, FL. Services shall be performed as scheduled for each location.

Minimum Qualifications

Bidders must be fully licensed to do business in the State of Florida, and provide proof thereof, with at least one (1) year of experience performing the work specified herein.

Upon award of and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

Copies of current licenses and certifications for the Bidder, sub-contractor(s), and suppliers must be provided with the submitted Bid Proposal.

Bid Documents, Project Specifications and Drawings

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document # 21-65. For technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx> Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from the Designated Point of Contact.

Designated Point of Contact

The County's Designated Point of Contact for this Bid is Shelly Vongchanta, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be submitted via email to svongchanta@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, bidders may contact Leigh A. Daniels, CPPB, Purchasing Manager at 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 vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Questions

Any and all questions related to this solicitation shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM) on **Tuesday, February 9, 2021**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

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

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

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

BID NO: 21-65

INSTRUCTION TO BIDDERS

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

PROJECT: Bid No: 21-65; Trash Collection Services at St Johns County Parks and Properties

DEFINITIONS

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

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

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

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

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

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County 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 Owner for the work described in the proposed Contract Documents.

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

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

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

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

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

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

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

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

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

BIDDER'S REPRESENTATION

Each Bidder, by signing and submitting his Bid, represents that he has read and understands the Bid Documents and his Bid is made in accordance herewith: he 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.

By submitting a bid, each Bidder certifies that he/she is only interested in the bid submitted by their firm, and that the Bidder has no interest in any other submitted Bid Proposal that is received by the County. In the event it is discovered that a Bidder is interested in more than one bid proposal for this project, it shall be cause for disqualification of the bidder from consideration for award.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or the Designated Point of Contact, as stated in the Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bid Documents. The County, in making copies of the Bid 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 Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the County, to reach him at least **nine (9) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the Bid Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid 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 Bid 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 Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **eight (8) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

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

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Shelly Vongchanta, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be directed, *in writing*, via email to svongchanta@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at 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 vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM) on **Tuesday, February 9, 2021**, 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.

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 signed copy of each issued addendum must be included in the submitted bid proposal. Failure to 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. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "Bid No: 21-65; Trash Collection Services at St Johns County Parks and Properties".

See Example Below:

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

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

BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

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. 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.

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.

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.

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

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 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 "C" – 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 "C" – Certificate as to Corporate Principal.

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

BID BOND INSTRUCTIONS:

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

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

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 Document. 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 the 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 by or before the time designated for the receipt of Bids provided that they are then fully in conformance with the Bid Documents.

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

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

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 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.

Rejection of Bids: The County shall reject any material, supplies, or equipment that do not meet the specifications provided herein. 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 waive any minor formality or irregularity in any Bid received.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

It is the intent of the County to award the lowest responsive, responsible Bidder(s), or lowest responsive, responsible Local Bidder, provided the submitted bid is responsive to the requirements of this Request for Bids. The County reserves the right to split the award between multiple low bidders, if doing so provides a cost savings, and serves the best interest of the County.

If an award is made, 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.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

LOCAL PREFERENCE

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award.

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

CONTRACT DURATION & RENEWAL

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

COOPERATIVE OR PIGGYBACK PURCHASE: Any awarded firm(s) under this bid agree(s) that such constitutes a bid price to all State, County, Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their firm to do so.

PRICING

Unit prices submitted shall be per location per week, based on schedule, and shall include any and all labor, materials, transportation, equipment, tax and supervision for the performance of trash collection services. **Prices submitted are 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 first year. Price increases shall only be considered at the time Contract Renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI, All Urban Consumers (Water, Sewer and Trash Collections Services) US City Average, unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

PAYMENT TERMS

Payment terms are Net Thirty (30) days, in accordance with Chapter 218.74(2) Florida Statutes.

PAYMENT/INVOICE

The Contractor shall submit an invoice to St Johns County at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month.

Invoices must contain the following information:

- Vendor Information (Name, Address, Phone, Etc)
- Date of Invoice, Invoice Number
- Purchase order number, Master Contract Number, Bid Number
- Itemization of each item purchased to include:
 - Description
 - Weekly Price
 - Quantity
 - Total Price
 - Total Amount of Invoice
 - Date(s) of Pickup

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted to the delivery addresses provided herein.

St Johns County Recreation Dept:

Attn: Jayne Delany
2175 Mizell Road
St Augustine, FL 32080

Amphitheatre

Attn: Elizabeth Glasgow
1340C A1A South
St Augustine, FL 32080

St Johns County Health and Human Services:

Attn: Raechel Meeks
200 San Sebastian View, Suite 2300
St Augustine, FL 32084

MINIMUM QUALIFICATIONS OF VENDORS

Bidders must be currently licensed to do business in the State of Florida, and have at least one (1) year of experience. Each Bidder must complete Attachment "D" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above. The awarded firm(s) must obtain and show proof of a Local Business Tax Receipt for St. Johns County, FL prior to issuance of a Purchase Order.

E-VERIFY

The awarded firm(s) shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel performing any portion of the required services under this bid. Additionally, the awarded firm(s) shall expressly require any and all sub-contractor(s) or supplier(s) to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel performing any portion of the required services.

EQUAL EMPLOYMENT OPPORTUNITY

Awarded firm(s) agree to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

GOVERNING LAWS & REGULATIONS

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

COMPLIANCE WITH CLEAN AIR ACT

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

ENERGY CONSERVATION

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

OSHA REQUIREMENTS

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

TRAINING AND EDUCATION

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

- 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

HAZARD COMMUNICATION

Contractors working on the jobsite are required to bring copies of all Safety Data Sheets (SDS) for hazardous materials they are bringing on the jobsite so that the information is accessible to all St. Johns County employees. It is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

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.

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 "E", is provided in the Bidding Documents. If no subcontractors or major material suppliers are required, so state there on.

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

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

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

EXECUTION OF CONTRACT DOCUMENTS

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

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

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

The Vendor shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 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.

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

INDEMNIFICATION

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

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

TAXES

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

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

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO. 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

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

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for **Bid No: 21-65; Trash Collection Services at St Johns County Parks and Properties** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials, transportation and supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

If awarded a Purchase Order and contract on the basis of this bid proposal, the undersigned pledges to provide the materials and services as specified in the Bid Proposal and County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this bid proposal are true in every respect and that the said proposal is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

TOTAL ANNUAL BID \$ _____
(From Attachment "A") Amount Written in Numerals

_____/100
Amount Written in Words

Price must be inclusive of any freight, handling, delivery, surcharges or any other incidental costs. Price is final cost to the County.

Each Bidder shall type, or print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the item shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

The Total Bid Price shall be the extended price for all locations and schedules, based on the unit prices and extended price totals (Attachment A). In the event of a discrepancy between the unit price and extended prices, the unit price shall prevail.

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

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: _____ Date Received: _____

No: _____ Date Received: _____

No: _____ Date Received: _____

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that the equipment presented in the submitted bid proposal meets or exceeds the County specifications. The Undersigned certifies that a full examination of the location of the proposed work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

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 Including Fully Acknowledged Addenda Applicable to this Bid
- "A" – Cost Proposal
- "B" – Affidavit
- "C" – Certificate as to Corporate Principal
- "D" – License/Certification List
- "E" – List of Proposed Sub-Contractors/Suppliers
- "F" – Conflict of Interest Disclosure Form
- "G" – Drug-Free Workplace Form
- "H" – Proof of Insurance
- "I" – Claims, Liens, Litigation History
- "J" – Equal Opportunity Report Statement
- "K" – Non-collusion Certification
- "L" – Local Preference
- Bid Bond

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

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES**ATTACHMENT "A"****COST PROPOSAL**

Note: All unit prices submitted below shall be per location per week, based on schedule, and shall include any and all labor, materials, transportation, equipment, tax and supervision for the performance of trash collection services. **Prices submitted are final cost to the County.**

The County also reserves the right to utilize the Unit Prices submitted below for additional, as needed, services throughout contract duration. In the event of a discrepancy between unit prices and extended prices, the Unit prices shall prevail.

SJC PARKS & PROPERTIES TRASH COLLECTION SITES 3X WEEK PICKUP

No.	Site	Location/Address	Price per Week (Unit Price)	Annual Price (Unit Price X 52 Weeks)	Extended Total (Annual Price)
1	Aberdeen Park	1401 Shetland Dr			
2	Alpine Groves Park	2060 State Rd 13N			
3	Butler West Park	400 Riverside Blvd			
4	Canal Blvd & S Roscoe Blvd	West end of Canal Blvd			
5	Cornerstone Park	1046 A1A North			
6	Davis Park	210 Davis Park Rd			
7	Doug Crane Boat Ramp	Shore Drive, 1st Entrance			
8	Durbin Crossing Park	345 Islesbrook Parkway			
9	F.A. Pope Rd Parking	E end of Pope Rd on A1A S			
10	Joe Pomar Park	1600 Masters Drive			
11	Kletterlinus Gym	60 Orange Street			
12	Mills Field	1805 Racetrack Rd			
13	Nocatee Park	707 Little River Rd			
14	Palencia Park	649 Palencia Club Dr			
15	Palm Valley Boat Ramp	E Side Palm Valley Bridge			
16	Palmo Boat Ramp	8550 Palmo Fish Camp Rd			
17	Plantation Park (Fruit Cove)	3060/3180 Racetrack Rd			
18	Rattlesnake Island Park	Summer Island Access Rd off A1A S			
19	Riverdale Park/Ramp	981 CR 13 S			
20	Rivertown Park	200 Swamp Oak Tr			
21	Rivertown II	21 Sequoia Creek Trail, St. Johns			
22	Ron Parker Park	607 Old Beach Rd			
23	Shands Pier (Orangedale)	CR 16A & CR 13N			
24	Treaty Park	1595 Wildwood Dr			
25	Trout Creek Park	6795 Collier Rd			
26	Usina Boat Ramp	605 Euclid Ave			
27	Veterans Park	1332 CR 223			
28	Vilano Boat Ramp	101 Vilano Causeway W of Vilano Bridge			
29	Vilano Pier & Parking	W end of Vilano Rd			
30	W Aug Park/Osceola Field/Little League	1600 Duval St			
T1	ANNUAL TOTAL FOR ALL LOCATIONS FOR 3X WEEK PICKUP				\$

SJC PARKS & PROPERTIES TRASH COLLECTION SITES 2X WEEK PICKUP

No.	Site	Location/Address	Price Per Week (Unit Price)	Annual Price (Price per Week X 52 Weeks)	Extended Total (Annual Price)
31	Beach Services Office	901 Pope Road			
32	Boating Club Rd Ramp	West end of Boating Club Rd, on A1A N			
33	Canopy Shores Park	804 Christina Drive			
34	CBP Park	10 North Holmes Blvd			
35	DeLeon Shores (PV)	9 Dolphin Rd			
36	Fairgrounds	5840 State Road 207			
37	Gamble Rogers	6250 US 1 South			
38	Green Rd Ramp	West end of Green Rd on A1A South			
39	Hastings Rec Center/ Al Wilkie Park	6140 S Main Street			
40	Landrum M.S. Field	230 Landrum Lane			
41	Matanzas Bridge Parking	SE Side of Matanzas Bridge			
42	Moultrie Ramp / Bluff	S end of Jasmine Rd on Shore Dr			
43	Nocatee Kayak Launch	2015 Nocatee Landing Trail			
44	North Shore Park (Vilano)	120 Meadow Ave			
45	Old A1A Site (Ocean Side)	Old A1A S of Matanzas Bridge			
46	Pacetti Bay Athletic Fields	245 Meadowlark Ln			
47	Ponte Vedra Park (Bird Island)	101 Library Blvd			
48	RB Hunt Elem School Field	Red Cox Dr			
49	Royal Rd Park (St. Aug So)	709 Royal Rd			
50	SE Intracoastal Park	8295 A1A S			
51	Switzerland Point M.S.	777 Greenbriar Rd			
52	Town of Hastings Park	603 N Main Street			
53	Usina Bridge Boardwalk	Beachcomber's Way			
54	Vaill Point Park	630 Vaill Point Rd			
55	WE Harris Comm Center	400 E Harris St			
56	Windswept Acres Park	5385 A1A South			
57	Amphitheatre	1340 A1A South			
T2	ANNUAL TOTAL FOR ALL LOCATIONS FOR 2X WEEK PICKUP				\$

SJC PARKS & PROPERTIES TRASH COLLECTION SITES 1X WEEK PICKUP

No.	Site	Location/Address	Price Per Week (Unit Price)	Annual Price (Price per Week X 52 Weeks)	Extended Total (Annual Price)
58	Armstrong Park	4950 Harvey Avenue			
59	BMX Track	3005 Alan Nease Road, Elkton			
60	Cora Harrison Preserve (Hastings Trailhead)	4974 Harvey Avenue			
61	Deep Creek Ramp	SR 206 & SR 207			
62	Eddie Vickers Park	399 Riberia Street			
63	Equestrian Center	8200 Smith Road			
64	Flagler Est (Oliver Park)	9970 Oliver Rd			
65	Lighthouse Tennis Court	Red Cox Drive Westside of Road			
66	McCullough Creek	2200/2800 Cr 13 S			
67	Nocatee Trailhead Park	501 Davis Park Rd, Ponte Vedra			
68	Pacetti Bay Park	315 Medowlark Ln			
69	Palmetto Boat Ramp	Palmetto Rd & A1A S			
70	Rail Road Park Plus Two Main St Cans	101 Park Avenue Hastings			
71	St. Aug So (Park on Curve)	Shore Dr & Moultrie Crk			
72	SR 207 Trailhead	3743 State Road 207, Elkton			
73	Vermont Heights Park	4235 Maine St / SR 207			
74	Weff Rd	A1A S / W end of Weff Rd			
75	Vilano Rd - 20 Trash Cans	Vilano Pier to Beach			
76	W King Street	Orange St & Rodriquez			
T3	ANNUAL TOTAL FOR ALL LOCATIONS FOR 1X WEEK PICKUP				\$

**ANNUAL TOTAL FOR ALL LOCATIONS
(ADD TOTALS FROM LINES T1, T2 AND T3)**

\$ _____
Please write this amount on Bid Proposal Page

SINGLE LOCATION FOR 5X WEEK PICKUP

\$ _____ **PER WEEK**

SINGLE LOCATION ONE-TIME PICKUP

\$ _____ **EACH**

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

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: 21-64; Trash Collection Services at St Johns County Parks and Properties, in St. Johns County, Florida.

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

(Bidder)

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

By: _____

Notary Public:

(Title)

Signature

Printed

My commission Expires: _____

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

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "C"

CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

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

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "F"

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project Number/Description: Bid No. 21-65; Trash Collection Services at St Johns County Parks and Properties

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

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

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

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s) : _____

Signature

Print Name/Title

Signature

Print Name/Title

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES
ATTACHMENT "G"

St. Johns County Board of County Commissioners
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: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "H"

Proof of Insurance

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of "Certificate of Insurance" here)

ATTACHMENT "I"

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 subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor 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 7 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 five-(5) 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: _____

(Use additional or supplemental pages as needed)

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "J"

EQUAL OPPORTUNITY REPORT STATEMENT

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the

administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "K"

NON-COLLUSION CERTIFICATION

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Sealed Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

ATTACHMENT "L"

LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "I" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "I".

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Respondent is **not** a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Signature – Authorized Respondent Representative

Printed Name & Title

Date of Signature

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

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

**For
TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES**

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: 21-65

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: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

SPECIFICATIONS

Scope of Work

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

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

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

County Locations

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

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

Invoicing

Location No. 57 (Amphitheatre) shall be invoiced to the Amphitheatre, as referenced in the "PAYMENT/INVOICE" section under Front End Bid Documents.

Location No. 75 (Vilano Road, 20 Trash Cans) and Location No. 76 (West King Street) shall be invoiced to the Health and Human Services Department, as referenced in the "PAYMENT/INVOICE" section under Front End Bid Documents.

All other locations to be invoiced to St Johns County Recreation Department.

Trash Cans/Containers

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

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

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

The Contractor will be given a key to any locked receptacles. If the Contractor loses or damages the lock, it will be the Contractor's responsibility to replace the lock with the same keyed lock.

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

Scheduling

The frequency of collection for each site is stated on Attachment "A," provided herein. Collection services shall be provided as follows for the different frequencies of collection:

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

3x/week: Monday / Wednesday / Friday

2x/week: Monday / Friday

1x/week: Monday

Any other schedule requested by the Contractor must be approved, in writing, by the appropriate County Staff *prior* to any services being performed under an alternate schedule than stated herein. The Contractor shall perform any additional collections, as requested by the County. Additional collections shall be performed at the unit price submitted on the Official County Bid Form, provided herein.

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

Collection will be required even if the collection day is a holiday.

Disposal

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

The Contractor may not dump trash in a County paid dumpster nor will a Contractor be allowed to place dumpsters for their own use on County property.

Contractor Appearance

Contractor should be dressed appropriately at all times when performing work duties. Identification (either with a uniform shirt, badge, or otherwise) should indicate company name. Inappropriate clothing includes, but is not limited to torn clothing, ill-fitting clothes, and clothes displaying offensive language.

Appropriate Conduct

Contractor and staff are expected to adhere to accepted business principles in matters of professional and personal conduct and exhibit a high degree of personal integrity at all times. The Contractor and staff must refrain from behaviors that may be harmful to self and others or that might be viewed unfavorably by the County or the public.

Types of behavior and conduct that St. Johns County considers inappropriate include, but are not limited to, the following:

- Inability to perform assigned duties.
- Insubordination.
- Willful violation of County rules and regulations.
- Conduct unbecoming of a public employee
- Tardiness or lack of punctuality
- Misconduct.
- Use of alcohol or narcotics beverages while engaged in County business.
- Reporting to work intoxicated or under the influence of non-prescribed drugs.
- Arrest of any crime involving moral misconduct.
- Arrest of a felony.
- Falsifying employment or other County records.
- Violating the Prohibition of Unlawful Harassment policy.
- Using County supplies/materials or other property for personal purposes.
- Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
- Fighting or using obscene, abusive, or threatening language or gestures while on the job.
- Stealing.
- Possessing unauthorized firearms.
- Disregarding safety or security regulations while conducting business or while on County property.
- Making false allegations or claims.
- Making unauthorized recordings.

Notifications

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

Equipment

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

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

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

Damages

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

SEALED BID MAILING LABEL

BID NO: 21-65; TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES

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

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 21-65
BID TITLE:	TRASH COLLECTION SERVICES AT ST JOHNS COUNTY PARKS AND PROPERTIES
DUE DATE/TIME:	By 2:00PM – February 17, 2020
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine FL 32084

