

RESOLUTION NO. 2022 - 37

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 22-24 AND TO EXECUTE AN AGREEMENT WITH QUALITY MAINTENANCE PROFESSIONALS, LLC FOR RESTROOM CLEANING SERVICES FOR ST. JOHNS COUNTY PARKS & RECREATION FACILITIES FOR PARKS & RECREATION DEPARTMENT.

RECITALS

WHEREAS, the SJC Parks & Recreation Department requires cleaning services for all restrooms located at beach side parks and access points, passive parks and recreational facilities including all labor, materials, transportation, equipment, and disposal and supervision, in accordance with Bid No. 22-24; and

WHEREAS, through the County's formal Bid process, Quality Maintenance Professionals, LLC was the lowest, responsive, responsible bidder; and

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

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 22-24 to Quality Maintenance Professionals, LLC as the lowest, responsive, responsible bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft for provision of services as specifically provided in Bid No: 22-24.

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, on this 1st day of February, 2022.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: Pam Halterman
Deputy Clerk



Henry Dean
Henry Dean, Chair

RENDITION DATE 2/3/22



CONTRACT AGREEMENT

Bid No: 22-24; Restroom Cleaning Services for SJC Parks & Recreation Facilities
Master Contract #: 22-MAS-QUA-15622

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 **Quality Maintenance Professionals, LLC** ("Contractor"), authorized to do business in the State of Florida, with principal offices located at 731 Duval Station Rd., STE 107-307, Jacksonville, FL 32218; Phone: (904) 537-4148 and Email: qmprofessionals@gmail.com.

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

ARTICLE 1 – DURATION

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, and shall remain in effect for an initial contract 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, and legally appropriated funds available 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 Contract 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, bonds, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 – SERVICES

The Contractor shall be responsible for providing any and all labor, materials, transportation, equipment, disposal and supervision for the cleaning services at St. Johns County owned restrooms located at beachside parks and access points, passive parks and recreational facilities according to the schedule provided. There are multiple restrooms at some of these locations. It will be the responsibility of the cleaning contractor awarded the contract to clean the restrooms to a satisfactory level of cleanliness and appearance, providing all commercial grade cleaning equipment, cleaning chemicals (in properly labeled containers) and all labor necessary. The cleaning contractor shall supply consumables to include toilet paper, paper towels, can liners and hand soap.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with as-needed services as coordinated with the authorized County designee(s) throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the Unit Pricing detailed on Exhibit "C" for an Annual Price of **two hundred eighty three thousand one hundred thirty six dollars (\$283,136.00)**.
- 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 of the required services as provided 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 on a monthly basis. 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 sub-contractors or materials suppliers 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 Monthly Invoicing Form 1551, 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 Contractors or 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 shall be delivered to:

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

- G. FINAL INVOICE: In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

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

ARTICLE 7 – ARREARS

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

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) consecutive 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 ten (10) consecutive 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 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.
- B. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- C. 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, Contractor, 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.

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

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

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

The Contractor shall maintain 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 throughout the duration of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain throughout the duration of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

ARTICLE 16 - INDEMNIFICATION

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

ARTICLE 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 now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of 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

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's omissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Contractor is delayed in completing the services described herein, upon the Contractor's request, the County, in its sole discretion may consider the cause and extent of the delay, 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 – PERFORMANCE BOND

The Contractor shall furnish a Performance Bond to the Owner. Such Bond shall set forth a penal sum in an amount not less than the Total Contract Price. The Bond furnished by the Contractor shall incorporate by reference the terms of this Agreement as fully as though they were set forth verbatim in such Bonds. The Performance Bond shall provide that in the event the Contract Price is adjusted by Change Order executed by both parties, the amount of the bond shall also be so adjusted. The Performance Bond furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a Surety, or Sureties, reasonably suitable to the Owner, as provided in the Contract documents.

ARTICLE 29 – 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 30 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 31 – 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 32 – 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 33 - 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 34 – 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 35 – 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 36 - 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:

Quality Maintenance Professionals, LLC
Attn: Jacque A. Tucker
731 Duval Station Rd., STE 107-307
Jacksonville, FL 32218

ARTICLE 37 - 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 38 –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 39 – 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 40 – 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 41 – 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.

ARTICLE 42 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES

The Contractor's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached hereto as Exhibit "D", the contents of which are incorporated herein.

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

**Bid No: 22-24; Restroom Cleaning Services for SJC Parks & Recreation Facilities
Master Contract #: 22-MAS-QUA-15622**

COUNTY:

St. Johns County, FL

Full Legal Name

By: _____
Signature of County Representative

Leigh A. Daniels, CPPB
Printed Name - County Representative

Purchasing Manager
Printed Title – County Representative

Date of Execution

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

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Office of County Attorney

Date of Execution

CONTRACTOR:

Quality Maintenance Professionals, LLC

Company Name

By: _____
Signature of Contractor Representative

Printed Name & Title

Date of Execution

EXHIBIT "A"

**Bid No: 22-24; Restroom Cleaning Services for SJC Parks & Recreation Facilities
Master Contract #: 22-MAS-QUA-15622**

Scope of Work

The St. Johns County owned restrooms located at beachside parks and access points, and passive parks and recreational facilities will be cleaned according to the schedule provided. There are multiple restrooms at some of these locations. It will be the responsibility of the cleaning contractor awarded the contract to clean the restrooms to a satisfactory level of cleanliness and appearance, providing all commercial grade cleaning equipment, cleaning chemicals (in properly labeled containers) and all labor necessary. The cleaning contractor shall supply consumables to include toilet paper, can liners and hand soap. Failure to maintain a satisfactory level of cleanliness and appearance of the restrooms will be cause for termination of services. Cleanliness will be determined by dirt, grime, trash etc. build up as evidence in lack of cleaning. Non-stocked consumables will be the other part of unsatisfactory service. Unsatisfactory levels will be reported to the contractor.

The following are minimum general specifications for maintaining the cleanliness and appearance of the all restrooms.

- A. Floors: All floors will be swept and mopped or hosed each visit.
- B. Toilets & urinals: All toilets, toilet seats, and urinals will be cleaned and disinfected each visit.
- C. Sinks, mirrors & countertops: All sinks, mirrors and countertops (including behind faucets) will be cleaned with appropriate cleaner each visit.
- D. Walls: Walls will be cleaned with an appropriate cleaner as needed, or at minimum, once per week.
- E. Partitions: All partitions and doors will be wiped down with an appropriate cleaner once per day.
- F. Trash: All trash containers in restrooms will be emptied daily and the can liner replaced. This trash shall be deposited into receptacles located in parking lots or outside of restrooms.
- G. Safety: Signs indicating "Caution Wet Floor" or other kinds of signs/barricades, when applicable, must be used.
- H. Supplies: All toilet paper and soap dispensers will be replenished as needed so as to be kept available at all times.
- L. Miscellaneous: Entrances and walkways will be cleaned, overhead ceilings and corners will be swept free of insects, cobwebs, etc. daily.
- J. Malfunctioning Equipment: Any equipment (i.e. toilets, faucets, drains, etc.) found not to be operating properly or leaking will be reported to County staff and will be repaired by the County. Problems to be reported to the area supervisors via phone and followed up with an email. Area supervisor information to be given to the awarded contractor at a later date.
- K. Lost & Found: All lost and found items discovered during the cleaning process shall be turned into the County on the next business day.
- L. Additional Cleanings: The County reserves the right to request additional cleanings due to increased usage or special events.
- M. Logs: Contractor will be responsible for filling out daily task logs. Task logs will be turned in to Building Operations Superintendent or their designee on a weekly basis.

County Locations

The Contractor shall be responsible for performing the required services at all locations stated on Attachment "A1". 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 cleaning service 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. The cleaning company shall coordinate with the St. Johns County Parks Department to obtain needed access at keyed locations. The cleaning company must secure access to all school facilities through coordination with each school.

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

Equipment

The Contractor shall be required to furnish all commercial grade cleaning equipment, cleaning chemicals and all labor necessary 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 all cleaning supplies, materials, equipment, and labor sufficient to perform the required services may result in termination of the Contract.

The cleaning contractor shall supply consumables to include toilet paper, can liners and hand soap.

Any and all Contractor vehicles 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 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.

All contractor employees are required to be in uniform.

Scheduling

The frequency of cleaning for each site is stated on the schedule provided herein.

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

**BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES
ATTACHMENT "A1"**

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 & Recreation Facilities

No.	Site	Location/Address	Frequency Memorial Day - Labor Day 5/1 to 9/10	Number of Weeks	Price per Week Memorial Day to Labor Day (Unit Price)	Frequency Post Labor Day - Memorial Day 9/11 to 4/30	Number of Weeks	Price per Week Labor Day to Memorial (Unit Price)	Extended Total (Annual Price)
1	Aberdeen Park	1401 Shetland Dr	7	19	157.5	7	33	157.5	8190
2	Alpine Groves Park	2060 SR 13 N.	7	19	105	7	33	105	5460
3	Armstrong Park	4974 Havey Ave	7	19	70	7	33	70	3640
4	Beach Services (unisex)	901 Pope Rd	5	19	50	5	33	50	2600
5	Butler Park East	5860 A1A South	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
6	Butler Park West	400 Riverside Blvd	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
7	Canopy Shores Park	804 Christina Dr	7	19	70	7	33	70	3640
8	Collier Blocker Purveyer	10 N. Holmes Blvd	7	19	70	7	33	70	3640
9	Cora C. Harrison Perserve	8965 W. Church St	7	19	70	7	33	70	3640
10	Cornerstone Park	1046 A1A North	7	19	157.5	7	33	157.5	8190

11	Crescent Beach Park	6930 A1A S/Cubbedge Rd	3 Tues - Thurs	19	37.5	5 Mon - Fri	33	62.5	2775
12	Crossroads Trailhead	3743 S.R 207	7	19	70	7	33	70	5950
13	Davis Park	210 Davis Park Rd	7	19	437.5	7	33	437.5	22.770
14	Durbin Crossing Park	345 Islesbrook Parkway	7	19	157.5	7	33	157.5	8190
15	Eddie Vickers Park	399 Riberia St	7	19	35	7	33	35	5460
16	Equestrian Center	8200 Smith Rd Moday & Friday	2	19	35	2	33	35	2220
17	Joel A "Budda" Williams Windswept Acres	210 Micklers Rd	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
18	Joe Pomar Park	1600 Masters Dr	7	19	105	7	33	105	5460
19	Julington Creek Plantation	3060 Race Track Rd	7	19	245	7	33	245	12740
20	Mickler's Beachfront Park	1109 1/2 Ponte Vedra Blvd	3 Tues - Thurs	19	37.50	5 Mon - Fri	33	50	1949
21	Mills Field	1805 Racetrack Rd	7	19	245	7	33	245	12740
22	Nease Beachfront Park	3171 Coastal Highway	7	19	70	7	33	70	3640
23	Nocatee Community Park	650 Nocatee Center Way	7	19	87.5	7	33	87.5	4550
24	Nocatee Trailhead Park	501 Davis Park Rd	7	19	70	7	33	70	3640
25	Nocatee Landing	2015 Nocatee Landing Trail	7	19	70	7	33	70	3640
26	North Beach Park (Villages of Vilano)	3721 Coastal Highway	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
27	Palencia Park	405 Palencia Village Dr	7	19	87.50	7	33	87.5	4550
28	Rivertown Park	200 Swamp Oak Trail	7	19	175	7	33	175	9760

29	Rivertown II Park	21 Sequoia Creek Trail, St. Johns	7	19	70	7	33	70	3640
30	Ron Parker Park	607 Old Beach Rd	7	19	70	7	33	70	3640
31	South Ponte Vedra Park	2993 S. Ponte Vedra Blvd	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
32	St. Johns County Fairgrounds (Arena)	5840 SR 207 Monday-Friday	2	19	230	2	33	230	11960
33	St. Johns County Fairgrounds (Exhibit Hall)	5840 SR 207 As-Needed		19	25		33	25	1300*
34	St. Johns County Fairgrounds (School House)	5840 SR 207 As-Needed		19	25		33	25	1300*
35	St. Johns County Fairgrounds (Outside)	5840 SR 207	7	19	122.5	7	33	122.5	6370
36	St. Johns County Ocean/Fishing Pier	350 A1A Beach Blvd	3 Tues - Thurs 6:30 am Start Time	19	157.5	5 Mon - Fri 6:30 am Start Time	33	262.5	11655
37	Surfside Park	3070 Coastal Highway	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
38	Treaty Park	1595 Wildwood Dr	7	19	315	7	33	315	16380
39	Trout Creek Park	6795 Collier Rd	7	19	70	7	33	70	3640
40	Vaill Point / Moultrie Creek	630 Vaill Point Rd	7	19	70	7	33	70	3640
41	Veterans Park	1332 Veterans Parkway	7	19	622	7	33	622	32344
42	Vilano Beach Pavilion	2752 Anahma Dr	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
43	Gamble Rogers Middle	6250 US 1 South	7 After 2:00 PM Only	19	105	7 After 2:00 PM Only	33	105	5460

44	Landrum Middle	230 Landrum Ln	7 After 2:00 PM Only	19	70	7 After 2:00 PM Only	33	70	3640
45	Pacetti Bay Park	245 Meadowlark Ln	7	19	70	7	33	70	3640
46	Riverdale	981 CR 13 S	7	19	70	7	33	70	3640
47	St. Augustine Little League	1470 Osceola Elementary Rd	7	19	367.5	7	33	367.5	16562
48	Usina Boat Ramp	603 Euclid Ave	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
49	Vilano Beach Fishing Pier	260 Vilano Rd	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
A1	ANNUAL TOTAL								\$283,136.00



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

January 7, 2022

RE: Bid No: 22-24; Restroom Cleaning Services for SJC Parks & Recreation Facilities

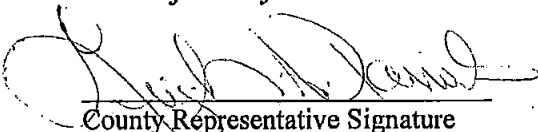
Please be advised that the Purchasing Division of St. Johns County is issuing this notice of its Intent to Award a contract to Quality Maintenance Professionals, LLC as the lowest responsive, responsible bidder for Bid No: 22-24; Restroom Cleaning Services for SJC Parks & Recreation Facilities. This notice will remain posted until 12:00PM, Wednesday, January 12, 2022.

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

Please forward all correspondence, requests or inquiries directly to Malinda "Jordy" Fusco, MA, CPM Procurement Coordinator at mfusco@sjcfl.us

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 1/7/22

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: David Canon, Parks Maintenance Supervisor
FROM: Malinda "Jordy" Fusco, MA, CPM, Procurement Coordinator
SUBJECT: Bid No. 22-24; Restroom Cleaning Services for SJC Parks & Recreation Facilities
DATE: December 1, 2021

Attached are copies of the bid proposals received for the above mentioned bid along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

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

Department Head Approval *Ry K*

Date 11/1/22

Budget Amount \$ 283,136.00

Account Funding Title Contractual Services

Funding Charge Code 0080-53120

Award to Quality Maintenance Professionals

Award Amount \$ 283,136.00

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE Restroom Cleaning Services for SJC Parks & Recreation Facilities

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

OPENED BY Jordy Fusco
TABULATED BY Diana Fye
VERIFIED BY Jordy Fusco

BID NUMBER 22-24

OPENING DATE/TIME December 1, 2021 2:00 PM

POSTING DATE/TIME FROM 12/01/21 UNTIL 12/06/21
4:00 PM 4:00 PM

BIDDERS	TOTAL ANNUAL PRICE - ATTACHMENT "A1"	ALTERNATE TOTAL ANNUAL PRICE - ATTACHMENT "A2"					
Quality Maintenance Professionals	\$283,136.00	\$223,673.00					

BID AWARD DATE - _____



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

BID NO: 22-24

**RESTROOM CLEANING SERVICES AT SJC PARKS &
RECREATION FACILITIES**

**St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
904.209.0150
www.sjcfll.us/Purchasing/index.aspx**

FINAL: 10/28/21

Bid No. 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A1” – Cost Proposal

“A2” – Alternate Cost Proposal

“C” – St. Johns County Board of County Commissioners Affidavit

“D” – Certificate as to Corporate Principal

“E” – License/Certification List

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

“G” – Conflict of Interest Disclosure Form

“H” – Drug-Free Workplace Form

“I” – Proof of Insurance

“J” – Claims, Liens, Litigation History

“K” – Equal Opportunity Report Statement

“L” – Local Preference

“M” – Jessica Lundsford Act Form

“N” – E-Verify Affidavit

Bid Bond

SPECIFICATIONS

SEALED BID MAILING LABEL

END OF TABLE OF CONTENTS

BID NO: 22-24**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on **Wednesday, December 1, 2021** by the St. Johns County Purchasing Division, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities.** Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Division after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Scope of Work:

The Contractor shall be responsible for providing any and all labor, materials, transportation, equipment, disposal and supervision for the cleaning services at St. Johns County owned restrooms located at beachside parks and access points, passive parks and recreational facilities according to the schedule provided. There are multiple restrooms at some of these locations. It will be the responsibility of the cleaning contractor awarded the contract to clean the restrooms to a satisfactory level of cleanliness and appearance, providing all commercial grade cleaning equipment, cleaning chemicals (in properly labeled containers) and all labor necessary. The cleaning contractor shall supply consumables to include toilet paper, paper towels, can liners and hand soap.

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 # 22-24. 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 Malinda "Jordy" Fusco, MA, CPM, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be submitted via email to mfusco@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 four o'clock (4:00PM) on **Wednesday, November 10, 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 an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division 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 Division 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: 22-24

INSTRUCTION TO BIDDERS

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

PROJECT: Bid No. 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities

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 Division 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 **nine (9) 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 Malinda "Jordy" Fusco, MA, CPM, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be directed, *in writing*, via email to mfusco@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 **four o'clock (4:00PM) on Wednesday November 10, 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: 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities**".

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 Annual 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 "D" – 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 "D" – 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 Division bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division 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 Division 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 (**Attachment "L"**) 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.

JESSICA LUNDSFORD ACT

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

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

BACKGROUND CHECKS

Contractor represents that its principal owners, partners, corporate officers, and employees, do not have any pending criminal charges or felony convictions. Contractor has disclosed all such convictions or pending criminal charges to the SJSO and further agrees to promptly disclose any future convictions or pending criminal charges.

SJSO shall fingerprint and conduct a security background check on each of Contractor's staff that have not previously been cleared by SJSO in a security background check within the past two (2) years. Security background checks shall also be every two (2) years, or more frequently if requested by the HSCM, for all of Contractor's staff working in the Facilities, regardless of whether a previous background check was completed.

SJSO reserves the right to approve or reject, for any reason, Contractor's staff assigned to this project at any time. Upon successful completion of a security background check, SJSO shall issue identification badges to Contractor's staff.

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

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

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 "E" – 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.

EMPLOYMENT ELIGIBILITY and MANDATORY USE of E-VERIFY

As a condition precedent to issuance of a purchase order, and in accordance with Section 448.095, F.S., Vendor and its sub-contractors or material suppliers shall register with and use the E-Verify system (Attachment "N") to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the sub-vendor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit until final acceptance of materials delivered.
- b. The County, Vendor, or any sub-contractor or material supplier 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 sub-vendor knowingly violated these provisions regarding employment eligibility, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.
- d. The County and Vendor 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. Vendor acknowledges that, in the event that the County terminates the award for Contractor's breach of these provisions regarding employment eligibility, then Vendor may not be awarded a public contract for at least one (1) year after such termination. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of the County's termination for breach of these provisions regarding employment eligibility.
- f. Vendor shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

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.

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 "F", 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 Division 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 (**Attachment "I"**) 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 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

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

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Quality Maintenance Professionals, LLC

Full Legal Company Name

731 Duval Station Road, 107-307, Jacksonville, FL 32218 904-537-4148

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: 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities** 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.

TOTAL ANNUAL PRICE \$283,136.00
(From Attachment "A1") Amount Written in Numerals

Two hundred eighty three thousand one hundred thirty six and zero/100 Dollars
Amount Written in Words

ALTERNATE TOTAL ANNUAL PRICE \$ 223,673.00
(From Attachment "A2") Amount Written in Numerals

Two hundred twenty three thousand six hundred seventy three and zero cents/100 Dollars
Amount Written in Words

Price must be inclusive of any materials, 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 Annual Price shall be the extended price for all locations and schedules, based on the unit prices and extended price totals (Attachment "A1" and "A2"). 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: 1 Date Received: 11-16-2021

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: Quality Maintenance Professionals, LLC (OMP) (Seal)

By: [Signature] Jacque A. Tucker, Sole Proprietor
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 731 Duval Station Road, 107-307, Jacksonville, FL 32218
Telephone No.: (904) 537-4148 Fax No.: ()
Email Address for Authorized Company Representative: qmprofessionals@gmail.com
Federal I.D. Tax Number: 81-3789217 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
 - "A1" – Cost Proposal
 - "A2" – Alternate Cost Proposal
 - "C" – St. Johns County Board of County Commissioners Affidavit
 - "D" – Certificate as to Corporate Principal
 - "E" – License/Certification List
 - "F" – List of Proposed Sub-Contractors/Suppliers
 - "G" – Conflict of Interest Disclosure Form
 - "H" – Drug-Free Workplace Form
 - "I" – Proof of Insurance
 - "J" – Claims, Liens, Litigation History
 - "K" – Equal Opportunity Report Statement
 - "L" – Local Preference
 - "M" – Jessica Lundsford Act Form
 - "N" – E-Verify Affidavit
 - Bid Bond

Official County Bid Form, Attachments 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. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES
ATTACHMENT "A1"**

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 & Recreation Facilities

No.	Site	Location/Address	Frequency Memorial Day - Labor Day 5/1 to 9/10	Number of Weeks	Price per Week Memorial Day to Labor Day (Unit Price)	Frequency Post Labor Day - Memorial Day 9/11 to 4/30	Number of Weeks	Price per Week Labor Day to Memorial (Unit Price)	Extended Total (Annual Price)
1	Aberdeen Park	1401 Shetland Dr	7	19	157.5	7	33	157.5	8190
2	Alpine Groves Park	2060 SR 13 N.	7	19	105	7	33	105	5460
3	Armstrong Park	4974 Havey Ave	7	19	70	7	33	70	3640
4	Beach Services (unisex)	901 Pope Rd	5	19	50	5	33	50	2600
5	Butler Park East	5860 A1A South	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
6	Butler Park West	400 Riverside Blvd	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
7	Canopy Shores Park	804 Christina Dr	7	19	70	7	33	70	3640
8	Collier Blocker Puryear	10 N. Holmes Blvd	7	19	70	7	33	70	3640
9	Cora C. Harrison Perserve	8965 W Church St	7	19	70	7	33	70	3640
10	Cornerstone Park	1046 A1A North	7	19	157.5	7	33	157.5	8190

11	Crescent Beach Park	6930 A1A S/Cubbedge Rd	3 Tues - Thurs	19	37.5	5 Mon - Fri	33	62.5	2775
12	Crossroads Trailhead	3743 S.R 207	7	19	70	7	33	70	5950
13	Davis Park	210 Davis Park Rd	7	19	437.5	7	33	437.5	22,770
14	Durbin Crossing Park	345 Islesbrook Parkway	7	19	157.5	7	33	157.5	8190
15	Eddie Vickers Park	399 Riberia St	7	19	35	7	33	35	5460
16	Equestrian Center	8200 Smith Rd Moday & Friday	2	19	35	2	33	35	2220
17	Joel A "Budda" Williams Windswept Acres	210 Micklers Rd	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
18	Joe Pomar Park	1600 Masters Dr	7	19	105	7	33	105	5460
19	Julington Creek Plantation	3060 Race Track Rd	7	19	245	7	33	245	12740
20	Mickler's Beachfront Park	1109 1/2 Ponte Vedra Blvd	3 Tues - Thurs	19	37.50	5 Mon - Fri	33	50	1949
21	Mills Field	1805 Racetrack Rd	7	19	245	7	33	245	12740
22	Nease Beachfront Park	3171 Coastal Highway	7	19	70	7	33	70	3640
23	Nocatee Community Park	650 Nocatee Center Way	7	19	87.5	7	33	87.5	4550
24	Nocatee Trailhead Park	501 Davis Park Rd	7	19	70	7	33	70	3640
25	Nocatee Landing	2015 Nocatee Landing Trail	7	19	70	7	33	70	3640
26	North Beach Park (Villages of Vilano)	3721 Coastal Highway	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
27	Palencia Park	405 Palencia Village Dr	7	19	87.50	7	33	87.5	4550
28	Rivertown Park	200 Swamp Oak Trail	7	19	175	7	33	175	9760

29	Rivertown II Park	21 Sequoia Creek Trail, St. Johns	7	19	70	7	33	70	3640
30	Ron Parker Park	607 Old Beach Rd	7	19	70	7	33	70	3640
31	South Ponte Vedra Park	2993 S. Ponte Vedra Blvd	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
32	St. Johns County Fairgrounds (Arena)	5840 SR 207 Monday-Friday	2	19	230	2	33	230	11960
33	St. Johns County Fairgrounds (Exhibit Hall)	5840 SR 207 As-Needed		19	25		33	25	1300*
34	St. Johns County Fairgrounds (School House)	5840 SR 207 As-Needed		19	25		33	25	1300*
35	St. Johns County Fairgrounds (Outside)	5840 SR 207	7	19	122.5	7	33	122.5	6370
36	St. Johns County Ocean/Fishing Pier	350 A1A Beach Blvd	3 Tues - Thurs 6:30 am Start Time	19	157.5	5 Mon - Fri 6:30 am Start Time	33	262.5	11655
37	Surfside Park	3070 Coastal Highway	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
38	Treaty Park	1595 Wildwood Dr	7	19	315	7	33	315	16380
39	Trout Creek Park	6795 Collier Rd	7	19	70	7	33	70	3640
40	Vaill Point / Moultrie Creek	630 Vaill Point Rd	7	19	70	7	33	70	3640
41	Veterans Park	1332 Veterans Parkway	7	19	622	7	33	622	32344
42	Vilano Beach Pavilion	2752 Anahma Dr	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
43	Gamble Rogers Middle	6250 US 1 South	7 After 2:00 PM Only	19	105	7 After 2:00 PM Only	33	105	5460

44	Landrum Middle	230 Landrum Ln	7 After 2:00 PM Only	19	70	7 After 2:00 PM Only	33	70	3640
45	Pacetti Bay Park	245 Meadowlark Ln	7	19	70	7	33	70	3640
46	Riverdale	981 CR 13 S	7	19	70	7	33	70	3640
47	St. Augustine Little League	1470 Osceola Elementary Rd	7	19	367.5	7	33	367.5	16562
48	Usina Boat Ramp	603 Euclid Ave	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
49	Vilano Beach Fishing Pier	260 Vilano Rd	3 Tues - Thurs	19	30	5 Mon - Fri	33	50	2220
A1	ANNUAL TOTAL								\$ 283,136.00

**BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES
ATTACHMENT "A2"**

ALTERNATE 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 & Recreation Facilities

No.	Site	Location/Address	*Frequency Memorial Day - Labor Day 5/1 to 9/10	Number of Weeks	Price per Week Memorial Day to Labor Day (Unit Price)	*Frequency Post Labor Day - Memorial Day 9/11 to 4/30	Number of Weeks	Price per Week Labor Day to Memorial (Unit Price)	Extended Total (Annual Price)
1	Aberdeen Park	1401 Shetland Dr	5	19	112.5	5	33	112.5	5850
2	Alpine Groves Park	2060 SR 13 N.	5	19	75	5	33	75	3900
3	Armstrong Park	4974 Havey Ave	5	19	50	5	33	50	2600
4	Beach Services (unisex)	901 Pope Rd	5	19	50	5	33	50	2600
5	Butler Park East	5860 A1A South	3 Tue - Thurs.	19	30	5	33	50	2220
6	Butler Park West	400 Riverside Blvd	3 Tue - Thurs.	19	30	5	33	50	2220
7	Canopy Shores Park	804 Christina Dr	5	19	50	5	33	50	2600
8	Collier Blocker Puryear	10 N. Holmes Blvd	5	19	50	5	33	50	2600
9	Cora C. Harrison Perseve	8965 W Church St	5	19	50	5	33	50	2600
10	Cornerstone Park	1046 A1A North	5	19	112.5	5	33	112.5	5850

11	Crescent Beach Park	6930 A1A S/Cubbedge Rd	3 Tue - Thurs.	19	37.5	5	33	37.5	1950
12	Crossroads Trailhead	3743 S.R. 207	5	19	50	5	33	50	2220
13	Davis Park	210 Davis Park Rd	5	19	312	5	33	312	16233
14	Durbin Crossing Park	345 Islesbrook Parkway	5	19	112.5	5	33	112.5	5850
15	Eddie Vickers Park	399 Riberia St	5	19	75	5	33	75	3900
16	Equestrian Center	8200 Smith Rd Moday & Friday	2	19	35	2	33	35	1820
17	Joel A "Budda" Williams Windswept Acres	210 Micklers Rd	3 Tue - Thurs.	19	30	5	33	50	2220
18	Joe Pomar Park	1600 Masters Dr	5	19	75	5	33	75	3900
19	Julington Creek Plantation	3060 Race Track Rd	5	19	175	5	33	175	9100
20	Mickler's Beachfront Park	1109 1/2 Ponte Vedra Blvd	3 Tue - Thurs.	19	37.5	5	33	62.5	2775
21	Mills Field	1805 Racetrack Rd	5	19	175	5	33	175	9100
22	Nease Beachfront Park	3171 Coastal Highway	5	19	50	5	33	50	2600
23	Nocatee Community Park	650 Nocatee Center Way	5	19	62.5	5	33	62.5	3250
24	Nocatee Trailhead Park	501 Davis Park Rd	5	19	50	5	33	50	2600
25	Nocatee Landing	2015 Nocatee Landing Trail	5	19	50	5	33	50	1650
26	North Beach Park (Villages of Vilano)	3721 Coastal Highway	3 Tue - Thurs	19	30	5	33	50	2220
27	Palencia Park	405 Palencia Village Dr	5	19	62.5	5	33	62.5	3250
28	Rivertown Park	200 Swamp Oak Trail	5	19	125	5	33	125	6500

29	Rivertown II Park	21 Sequoia Creek Trail, St. Johns	5	19	50	5	33	50	2600
30	Ron Parker Park	607 Old Beach Rd	5	19	50	5	33	50	2600
31	South Ponte Vedra Park	2993 S. Ponte Vedra Blvd	3 Tue - Thurs	19	30	5	33	50	2220
32	St. Johns County Fairgrounds (Arena)	5840 SR 207 Monday-Friday	2	19	230	2	33	230	11960
33	St. Johns County Fairgrounds (Exhibit Hall)	5840 SR 207 As-Needed		19	25		33	25	1300*
34	St. Johns County Fairgrounds (School House)	5840 SR 207 As-Needed		19	15		33	15	780*
35	St. Johns County Fairgrounds (Outside)	5840 SR 207	5	19	87.5	5	33	87.5	4550
36	St. Johns County Ocean/Fishing Pier	350 A1A Beach Blvd	3 Tue - Thurs 6:30 a.m. Start Time	19	157.5	5 6:30 a.m. Start Time	33	262.5	11655
37	Surfside Park	3070 Coastal Highway	3 Tue - Thurs	19	30	5	33	50	2220
38	Treaty Park	1595 Wildwood Dr	5	19	225	5	33	225	11700
39	Trout Creek Park	6795 Collier Rd	5	19	50	5	33	50	2600
40	Vaill Point / Moultrie Creek	630 Vaill Point Rd	5	19	50	5	33	50	2600
41	Veterans Park	1332 Veterans Parkway	5	19	510	5	33	510	26520
42	Vilano Beach Pavilion	2752 Anahma Dr	3 Tue - Thurs	19	30	5	33	50	2220
43	Gamble Rogers Middle	6250 US 1 South	5 After 2:00 PM Only	19	75	5 After 2:00 PM Only	33	75	3900

44	Landrum Middle	230 Landrum Ln	5 After 2:00 PM Only	19	50	5 After 2:00 PM Only	33	50	3600	
45	Pacetti Bay Park	245 Meadowlark Ln	5	19	50	5	33	50	2600	
46	Riverdale	981 CR 13 S	5	19	50	5	33	50	2600	
47	St. Augustine Little League	1470 Osceola Elementary Rd	5	19	262.5	5	33	262.5	13650	
48	Usina Boat Ramp	603 Euclid Ave	3 Tue - Thurs	19	30	5	33	50	2220	
49	Vilano Beach Fishing Pier	260 Vilano Rd	3 Tue - Thurs	19	30	5	33	50	2220	
A2	*Mon - Fri						*Mon - Fri		Total Annual Price	\$ 223,673

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "C"

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.

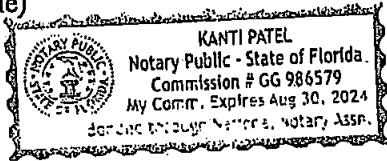
STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Jacque A. Tucker who being duly sworn, deposes and says he is Sole Proprietor (Title) of the firm of QMP, Bidder submitting the attached proposal for the services covered by the bid documents for Bid No. 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities, 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.

Quality Maintenance Professionals, LLC
(Bidder)

By: [Signature]
Sole Proprietor
(Title)



Sworn and subscribed to me this 30th day of November, 2021.

Notary Public: [Signature]
Signature Kanti Patel
Printed

My commission Expires: 08-30-2024

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

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "D"

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. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "G"

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

Project Number/Description: Bid No. 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities

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: Quality Maintenance Professionals, LLC

Authorized Representative(s) :  Jacque A. Tucker/Proprietor
Signature Print Name/Title

Signature Print Name/Title

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "H"

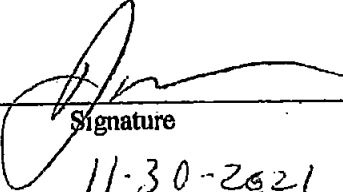
**St. Johns County Board of County Commissioners
Drug Free Workplace Form**

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

_____ Quality Maintenance Professionals, 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
11-30-2021

Date

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "I"

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)
12/01/2021

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 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).

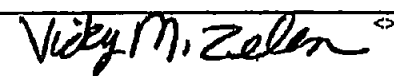
PRODUCER Zelen Risk Solutions, Inc. 7964 Devoe Street Jacksonville FL 32220	CONTACT NAME: Vicky Zelen PHONE (A/C. No., Ext.): (904) 262-8080 FAX (A/C. No.): (904) 262-1444 E-MAIL ADDRESS: vicky@zelenrisk.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Crum & Forster Specialty Insurance</td> <td></td> </tr> <tr> <td>INSURER B: Associated Industries Insurance Company</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(S) AFFORDING COVERAGE	NAIC #	INSURER A: Crum & Forster Specialty Insurance		INSURER B: Associated Industries Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURED Quality Maintenance Professional LLC dba QMP 12602 Shirley Oaks Drive Jacksonville FL 32218														

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		BAK-68032-2	08/19/2021	08/19/2022	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	\$																			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below. <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A		AWC1172445	10/30/2021	10/30/2022	<table border="1"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$ 100,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 100,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Proof of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "J"

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 X _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____
Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration. N/A
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. N/A
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.
N/A

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

6. For all claims filed against your company within the past 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 X _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "K"

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): Jacque A. Tucker

SIGNATURE:  _____

TITLE: Sole Proprietor

NAME OF FIRM: Quality Maintenance Professionals, LLC

DATE: 29 Nov 21

ATTACHMENT "M"

**SWORN STATEMENT PURSUANT TO SECTIONS 1012.465 AND 1012.467,
FLORIDA STATUTES, THE JESSICA LUNS福德 ACT**

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

1. This sworn statement is submitted to St. Johns County, Florida (Hereinafter referred to as "County")
by Jacque A. Tucker, Sole Proprietor
(Print individual's name and title)

for Quality Maintenance Professionals, LLC whose
business
(Print Name of entity submitting sworn statement)

address is 731 Duval Station Rd., 107-307
Jacksonville, FL 32218

and its Federal Employer Identification Number (FEIN) is 81-3789217. If the entity has no
FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, Jacque A. Tucker, Sole Proprietor, am duly authorized to make this sworn statement on
(Print individual's name and title)

behalf of Quality Maintenance Professionals, LLC
(Print Name of entity submitting sworn statement)

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

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

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

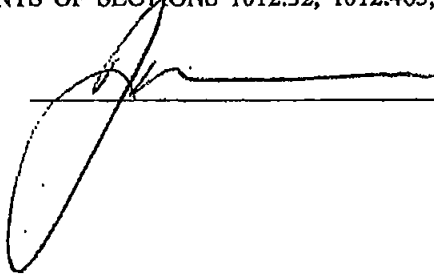
6. I further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all "non-instructional contractors," which is defined as any individual who received remuneration for services performed for the school district or a school, but who is not otherwise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

St. Johns County, Florida. In addition, all non-instructional contractors must meet the screening requirements outlined in Section 1012.467, Florida Statutes.

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

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

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

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a first name followed by a last name.

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

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

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BID NO: 22-24

ATTACHMENT "N"

E-VERIFY AFFIDAVIT

Contract No.: BID 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities

STATE OF Florida
COUNTY OF St. Johns

I, Jacque A. Tucker (hereinafter "Affiant"), being duly authorized by and on behalf of Quality Maintenance Professionals, LLC (hereinafter "Contractor") hereby swears or affirms as follows:

1. Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Vendor further understands and agrees that in the event of such termination, Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

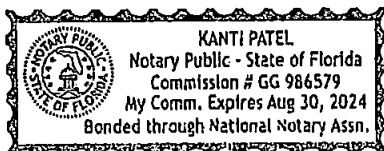
DATED this Nov 30th day of Nov, 2021.

[Signature]
 Signature of Affiant
Jacque A. Tucker
 Printed Name of Affiant

Sole Proprietor
 Printed Title of Affiant

Quality Maintenance Professionals, LLC
 Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 30 day of Nov, 2021, by Jacque Tucker {insert name and title of Affiant}, who is personally known to me or has produced K. Driver as identification.



[Signature]
 Notary Public
 My Commission Expires: 08-30-2024

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Quality Management Professionals LLC as Principal, and Merchants' Bonding Company (Mutual) as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Five Percent of Amount Bid Dollars (\$ 5%) 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 December 1, 2021, ~~2009~~

For
Restroom Cleaning Services at SJC Parks & Recreation Facilities
St. Johns County, Florida

NOW THEREFORE,

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

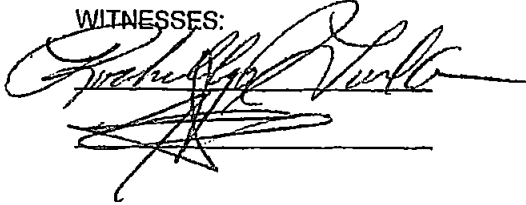
IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this 1st day of December 2021 A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of it's governing body.

WITNESSES:

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

Bid No. SB-22-24-0-2022/JF

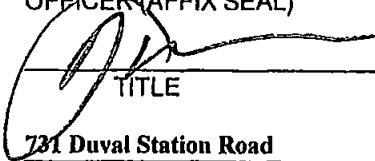
WITNESSES:



PRINCIPAL:

Quality Management Professionals LLC
NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)



TITLE

731 Duval Station Road
BUSINESS ADDRESS

Jacksonville **FL**
CITY STATE

SURETY:

Merchants Bonding Company (Mutual)

CORPORATE SURETY



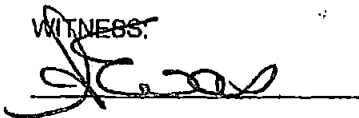
ATTORNEY-IN-FACT (AFFIX SEAL) Benjamin Powell

PO Box 14498
BUSINESS ADDRESS

Des Moines **IA**
CITY STATE

Cecil W. Powell & Company
NAME OF LOCAL INSURANCE AGENCY

WITNESS:



END OF SECTION

ATTACHMENT C
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

Secretary

Corporate Seal

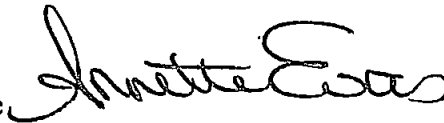
(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Benjamin Powell to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the Merchants Bonding Company (Mutual) and that he has been authorized by Merchants Bonding Company (Mutual) 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 1st day of December 2021, _____, A.D.

ANNETTE EVANS
Notary Public, State of Florida
My Comm. Expires 04/29/2022
Commission No. GG182968

NOTARY PUBLIC
State of Florida-at-large



My Commission Expires:

4-29-22

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

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Benjamin Powell; Fitzhugh K Powell Jr; Robert T Theus; Susan W Jordan

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020

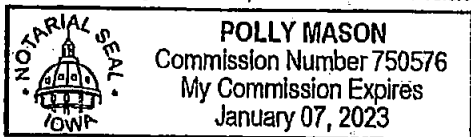


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

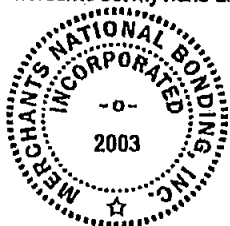


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of December, 2021



William Warner Jr.
Secretary

SPECIFICATIONS

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

SPECIFICATIONS

SCOPE OF WORK

The Contractor shall be responsible for providing any and all labor, materials, transportation, equipment, disposal and supervision for the cleaning services at St. Johns County owned restrooms located at beachside parks and access points, passive parks and recreational facilities according to the schedule provided. There are multiple restrooms at some of these locations. It will be the responsibility of the cleaning contractor awarded the contract to clean the restrooms to a satisfactory level of cleanliness and appearance, providing all commercial grade cleaning equipment, cleaning chemicals (in properly labeled containers) and all labor necessary. The cleaning contractor shall supply consumables to include toilet paper, paper towels, can liners and hand soap.

Failure to maintain a satisfactory level of cleanliness and appearance of the restroom will be cause for termination of services. Cleanliness will be determined by dirt, grime, trash, etc. build up as evidence in lack of cleaning. Non-stocked consumables will be the other part of unsatisfactory services. Unsatisfactory levels will be reported to the contractor.

Work must be completed between the hours of 6:30 a.m. and 5:00 p.m., seven (7) days a week.

The following are minimum general specifications for maintaining the cleanliness and appearance of the all restrooms.

- A. Floors: All floors will be swept and mopped or hosed each visit.
- B. Toilets & urinals: All toilets, toilet seats, and urinals will be cleaned and disinfected each visit.
- C. Sinks, mirrors & countertops: All sinks, mirrors and countertops (including behind faucets) will be cleaned with appropriate cleaner each visit.
- D. Walls: Walls will be cleaned with an appropriate cleaner as needed, or at minimum, once per week.
- E. Partitions: All partitions and doors will be wiped down with an appropriate cleaner once per day.
- F. Trash: All trash containers in restrooms will be emptied daily and the can liner replaced. This trash shall be deposited into receptacles located in parking lots or outside of restrooms.
- G. Safety: Signs indicating "Caution Wet Floor" or other kinds of signs/barricades, when applicable, must be used.
- H. Supplies: All toilet paper and soap dispensers will be replenished as needed so as to be kept available at all times. Toilet paper, hand soap, and can liners shall be supplied by the contractor and shall be given access to storage areas.
- L. Miscellaneous: Entrances and walkways will be cleaned, overhead ceilings and corners will be swept free of insects, cobwebs, etc. daily.
- J. Malfunctioning Equipment: Any equipment (i.e. toilets, faucets, drains, etc.) found not to be operating properly or leaking will be reported to County staff and will be repaired by the County. Problems to be reported to the area supervisors via phone and followed up with an email. Area supervisor information to be given to the awarded contractor at a later date.
- K. Lost & Found: All lost and found items discovered during the cleaning process shall be turned into the County on the next business day.
- L. Additional Cleanings: The County reserves the right to request additional cleanings due to increased usage or special events.
- M. Logs: Contractor will be responsible for filling out daily task logs. Task logs will be turned in to Park Maintenance Superintendent or their designee on a weekly basis.

COUNTY LOCATIONS

The Contractor shall be responsible for performing the required services at all locations stated on Attachment "A" and "B". 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 cleaning service 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. The cleaning company shall coordinate with the St. Johns County Parks Department to obtain needed access at keyed locations. The cleaning company must secure access to all school facilities through coordination with each school.

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

SCHEDULING

The frequency of cleaning for each site is stated on the schedule provided herein (Attachment "A" and "B").

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

EQUIPMENT

The Contractor shall be required to furnish all commercial grade cleaning equipment, cleaning chemicals (with appropriate SDS sheets on site) and all labor necessary 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 all cleaning supplies, materials, equipment, and labor sufficient to perform the required services may result in termination of the Contract.

The cleaning contractor shall supply consumables to include toilet paper, can liners and hand soap.

Any and all Contractor vehicles 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 or equipment.

All standard equipment, safety equipment 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 from the facility any equipment and shall keep the equipment out of service, until the deficiency is corrected to the satisfaction of the County.

CONTRACTOR APPEARANCE

Contractor should be dressed appropriately at all times when performing work duties. All employees must be in uniform at all times. Shirt 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.

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.

BID NO: RESTROOM CLEANING SERVICES
 AT SIC PARKS AND RECREATION FACILITIES
 EXHIBIT

Site	Address	# of Bathrooms (sets)	# Ladies Stalls	# Ladies Sinks	# Mens Stalls	# Mens Sinks	# Urinals	# Showers
Aberdeen Park	1401 Shetland Drive, St. Johns 32259	1	4	3	2	3	2	0
Alpine Groves Park	2060 SR 13 N, St. Johns 32259	2	2	2	2	2	2	0
Armstrong Park	4974 Harvey Ave., Elkton, 32033	1	1	1	1	1	1	0
Beach Services Restrooms (unisex)	901 Pope Road, St. Augustine, 32080	3	1	1	0	0	0	1
Butler Park East	5860 A1A S., St. Augustine, 32080	1	2	1	1	1	1	0
Butler Park West	399 Riverside Blvd, St. Augustine, 32080	1	1	1	1	1	1	0
Canopy Shores Park	804 Christina Dr., St. Augustine, 32086	1	1	1	1	1	1	0
Collier Blocker Puryear	10 North Holmes Blvd., St. Augustine, 32084	1	1	1	1	1	1	0
Cora C. Harrison Preserve (restroom building)	8965 W Church St., Hastings, 32145	1	2	2	1	1	1	0
Cornerstone Park	1046 A1A North, Ponte Vedra 32082	1	4	3	2	3	2	0
Crescent Beach Park	6930 A1A S./Cubbage Rd., St. Augustine, 32080	1	2	2	1	2	1	0
Crossroads Trailhead	3743 SR 207, Hastings, 32145	1	1	1	1	1	0	0
Davis Park	210 Davis Park RD, Ponte Vedra, 32081	4	13	8	6	8	7	0
Durbin Crossing Park	345 Islesbrook Parkway, St. Johns, 32259	1	4	3	2	3	2	0
Eddie Vickers Park (Malcolm Jones Field)	399 Riberia ST, St. Augustine, 32084	1	4	2	1	2	2	0
Equestrian Center	8200 Smith Rd, Hastings, 32145	1	4	2	2	2	2	0
Joel A. "Bubba" Williams Windswept Acres Park	210 Micklers Rd, Ponte Vedra, 32082	1	1	1	1	1	1	0
Joe Pomar Park	1600 Masters DR, St. Augustine, 32084	1	3	2	1	2	2	0
Julington Creek Plantation	3060 Race Track RD., St. Johns, 32259	2	6	5	3	4	4	0
Mickler's Beachfront Park	1109 1/2 Ponte Vedra Blvd., Ponte Vedra 32082	1	2	2	1	2	1	0
Mills Field	1805 Race Track RD, St. Johns, 32259	2	6	4	4	4	5	0
Nease Beachfront Park	3171 Coastal Highway, Vilano, 32084	1	1	1	0	0	0	0
Nocatee Community Park	650 Nocatee Center Way, Ponte Vedra, 32081	2	2	2	2	2	0	0
Nocatee Trailhead Park	501 Davis Park RD, Ponte Vedra, 32081	1	1	1	1	1	1	0
Nocatee Landing	2015 Nocatee Landing Trail, Ponte Vedra 32081	1	1	1	1	1	0	0
North Beach Park (Villages of Vilano)	3721 Coastal Highway, Vilano, 32084	1	1	1	1	1	1	0
Palencia Park	405 Palencia Village DR., St. Augustine 32092	1	2	2	1	2	1	0

Rivertown Park	200 Swamp Oak Trail, St. Johns 32259	1	5	3	2	3	3	0
Rivertown II Park	21 Sequoia Creek Trail, St. Johns 32259	1	1	1	1	1	1	0
Ron Parker Park	607 Old Beach RD., St. Augustine, 32082	1	1	1	1	1	1	0
South Pontè Vedra Park	2993 S Ponte Vedra Blvd	1	1	1	1	1	1	0
St. Johns County Fairgrounds (Arena Bathrooms)	5840 SR 207, Elkton, 32033	1	15	5	6	6	4	10
St. Johns County Fairgrounds (Exhibit Hall)	5840 SR 207, Elkton, 32033	1	3	3	1	3	2	2
St. Johns County Fairgrounds (School House)	5840 SR 207, Elkton, 32033	1	3	2	2	1	2	0
St. Johns County Fairgrounds (Outdoor Restroom)	5840 SR 207, Elkton, 32033	1	3	3	2	2	2	0
St. Johns County Ocean/Fishing Pier	350 A1A Beach Blvd., St. Augustine, 32080	2	10	8	5	7	5	0
Surfside Park	3070 Coastal HWY., Vilano, 32084	1	1	1	1	1	1	0
Treaty Park	1595 Wildwood DR., St. Augustine, 32086	3	7	7	5	7	4	0
Trout Creek Park	6795 Collier RD., St. Augustine, 32092	1	1	1	1	1	1	0
Vallil Point/Moultrie Creek	630 Vallil Point RD., St. Augustine 32086	1	1	1	1	1	1	0
Veterans Park	1332 Veterans Pkwy (CR 223), St. Johns 32259	5	21	13	9	13	12	0
Vilano Beach Pavilion	2752 Anahma DR., Vilano, 32084	1	1	1	1	1	1	0
Gamble Rogers Middle	6250 US 1 South., St. Augustine, 32086	1	3	2	1	2	2	0
Landrum Middle	230 Landrum Lane, Ponte Vedra, 32082	1	3	2	1	2	2	0
Pacetti Bay Park	245 Meadowlark Lane, St. Augustine, 32092	1	1	1	1	1	1	0
Riverdale	981 CR13 S., Riverdale, 32092	1	1	1	1	1	1	0
St. Augustine Little League	1470 Osceola Elementary RD., St. Aug 32084	3	9	7	6	8	6	0
Usina Boat Ramp	603 Euclid Ave, St. Augustine, 32084	1	1	1	1	1	1	0
Vilano Beach Fishing Pier	260 Vilano RD., Vilano, 32084	1	1	1	1	1	1	0

This Receipt is issued pursuant to
County ordinance 87-36

**2021/2022 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**
MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1090531
EXPIRES September 30, 2022

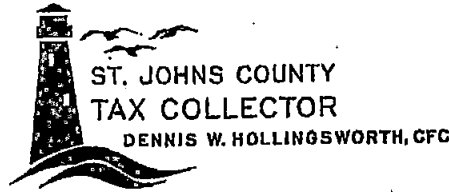
Business Type Janitorial Service
Location 12602 Shirley Oaks Dr.
Jacksonville FL 32218

**New Business
Transfer**

Business Name **Quality Maintenance
Professionals**

Tax 22.00
Penalty 0.00
Cost 0.00
Total 22.00

Owner Name Jacque A Tucker



**Mailing
Address** 12602 Shirley Oaks Dr.
Jacksonville FL 32218

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

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

This form becomes a receipt only when validated below

Paid by receipt(s) 2021-100406 on 11/09/21 for \$22.00



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
QUALITY MAINTENANCE PROFESSIONALS L.L.C.

Filing Information

Document Number L16000169980
FEI/EIN Number 81-3789217
Date Filed 09/12/2016
Effective Date 09/09/2016
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/24/2017

Principal Address

12602 Shirley Oaks Drive
JACKSONVILLE, FL 32218

Changed: 02/01/2021

Mailing Address

3711 TROUT RIVER BLVD
JACKSONVILLE, FL 32208

Registered Agent Name & Address

TUCKER, JACQUE
3711 TROUT RIVER BLVD
JACKSONVILLE, FL 32208

Name Changed: 10/24/2017

Authorized Person(s) Detail

Name & Address

Title AMBR

TUCKER, JACQUE
3711 TROUT RIVER BLVD
JACKSONVILLE, FL 32208

Annual Reports

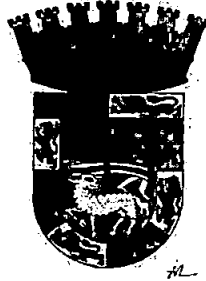
Report Year	Filed Date

2019 01/30/2019
2020 01/29/2020
2021 02/01/2021

Document Images

<u>02/01/2021 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/29/2020 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/30/2019 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/12/2018 -- ANNUAL REPORT</u>	View image in PDF format
<u>10/24/2017 -- REINSTATEMENT</u>	View image in PDF format
<u>09/16/2016 -- LC Amendment</u>	View image in PDF format
<u>09/12/2016 -- Florida Limited Liability</u>	View image in PDF format

Florida Department of State, Division of Corporations



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

BID NO: 22-24

**RESTROOM CLEANING SERVICES AT SJC PARKS &
RECREATION FACILITIES**

**St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
904.209.0150
www.sjcfl.us/Purchasing/index.aspx**

FINAL: 10/28/21

Bid No. 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A1” – Cost Proposal

“A2” – Alternate Cost Proposal

“C” – St. Johns County Board of County Commissioners Affidavit

“D” – Certificate as to Corporate Principal

“E” – License/Certification List

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

“G” – Conflict of Interest Disclosure Form

“H” – Drug-Free Workplace Form

“I” – Proof of Insurance

“J” – Claims, Liens, Litigation History

“K” – Equal Opportunity Report Statement

“L” – Local Preference

“M” – Jessica Lundsford Act Form

“N” – E-Verify Affidavit

Bid Bond

SPECIFICATIONS

SEALED BID MAILING LABEL

END OF TABLE OF CONTENTS

BID NO: 22-24

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on **Wednesday, December 1, 2021** by the St. Johns County Purchasing Division, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities.** Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Division after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Scope of Work:

The Contractor shall be responsible for providing any and all labor, materials, transportation, equipment, disposal and supervision for the cleaning services at St. Johns County owned restrooms located at beachside parks and access points, passive parks and recreational facilities according to the schedule provided. There are multiple restrooms at some of these locations. It will be the responsibility of the cleaning contractor awarded the contract to clean the restrooms to a satisfactory level of cleanliness and appearance, providing all commercial grade cleaning equipment, cleaning chemicals (in properly labeled containers) and all labor necessary. The cleaning contractor shall supply consumables to include toilet paper, paper towels, can liners and hand soap.

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 # 22-24. 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 Malinda "Jordy" Fusco, MA, CPM, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be submitted via email to mfusco@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 four o'clock (4:00PM) on **Wednesday, November 10, 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 an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division 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 Division 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: 22-24

INSTRUCTION TO BIDDERS

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

PROJECT: Bid No. 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities

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 Division 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 **nine (9) 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 Malinda "Jordy" Fusco, MA, CPM, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be directed, ***in writing***, via email to mfusco@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 **four o'clock (4:00PM) on Wednesday November 10, 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 **TRIPPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed 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: 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities".

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 Annual 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 "D"** – 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 "D"** – 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 Division bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division 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 Division 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 (**Attachment "L"**) 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.

JESSICA LUNDSFORD ACT

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

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

BACKGROUND CHECKS

Contractor represents that its principal owners, partners, corporate officers, and employees, do not have any pending criminal charges or felony convictions. Contractor has disclosed all such convictions or pending criminal charges to the SJSO and further agrees to promptly disclose any future convictions or pending criminal charges.

SJSO shall fingerprint and conduct a security background check on each of Contractor's staff that have not previously been cleared by SJSO in a security background check within the past two (2) years. Security background checks shall also be every two (2) years, or more frequently if requested by the HSCM, for all of Contractor's staff working in the Facilities, regardless of whether a previous background check was completed.

SJSO reserves the right to approve or reject, for any reason, Contractor's staff assigned to this project at any time. Upon successful completion of a security background check, SJSO shall issue identification badges to Contractor's staff.

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

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

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 "E"** – 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.

EMPLOYMENT ELIGIBILITY and MANDATORY USE of E-VERIFY

As a condition precedent to issuance of a purchase order, and in accordance with Section 448.095, F.S., Vendor and its sub-contractors or material suppliers shall register with and use the E-Verify system (**Attachment "N"**) to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the sub-vendor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit until final acceptance of materials delivered.
- b. The County, Vendor, or any sub-contractor or material supplier 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 sub-vendor knowingly violated these provisions regarding employment eligibility, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.
- d. The County and Vendor 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. Vendor acknowledges that, in the event that the County terminates the award for Contractor's breach of these provisions regarding employment eligibility, then Vendor may not be awarded a public contract for at least one (1) year after such termination. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of the County's termination for breach of these provisions regarding employment eligibility.
- f. Vendor shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

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.

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) Electrocutation 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 "F"**, 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 Division 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 (**Attachment "I"**) 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 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

**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: 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities** 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.

TOTAL ANNUAL PRICE \$ _____
(From Attachment "A1") Amount Written in Numerals

_____/100 Dollars
Amount Written in Words

ALTERNATE TOTAL ANNUAL PRICE \$ _____
(From Attachment "A2") Amount Written in Numerals

_____/100 Dollars
Amount Written in Words

Price must be inclusive of any materials, 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 Annual Price shall be the extended price for all locations and schedules, based on the unit prices and extended price totals (Attachment "A1" and "A2"). 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
- "A1" – Cost Proposal
- "A2" - Alternate Cost Proposal
- "C" – St. Johns County Board of County Commissioners Affidavit
- "D" – Certificate as to Corporate Principal
- "E" – License/Certification List
- "F" – List of Proposed Sub-Contractors/Suppliers
- "G" – Conflict of Interest Disclosure Form
- "H" – Drug-Free Workplace Form
- "I" – Proof of Insurance
- "J" – Claims, Liens, Litigation History
- "K" – Equal Opportunity Report Statement
- "L" – Local Preference
- "M" – Jessica Lundsford Act Form
- "N" – E-Verify Affidavit
- Bid Bond

Official County Bid Form, Attachments 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. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES
ATTACHMENT "A1"**

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 & Recreation Facilities

No.	Site	Location/Address	Frequency Memorial Day - Labor Day 5/1 to 9/10	Number of Weeks	Price per Week Memorial Day to Labor Day (Unit Price)	Frequency Post Labor Day - Memorial Day 9/11 to 4/30	Number of Weeks	Price per Week Labor Day to Memorial (Unit Price)	Extended Total (Annual Price)
1	Aberdeen Park	1401 Shetland Dr	7	19		7	33		
2	Alpine Groves Park	2060 SR 13 N.	7	19		7	33		
3	Armstrong Park	4974 Havey Ave	7	19		7	33		
4	Beach Services (unisex)	901 Pope Rd	5	19		5	33		
5	Butler Park East	5860 A1A South	3 Tues - Thurs	19		5 Mon - Fri	33		
6	Butler Park West	400 Riverside Blvd	3 Tues - Thurs	19		5 Mon - Fri	33		
7	Canopy Shores Park	804 Christina Dr	7	19		7	33		
8	Collier Blocker Puryear	10 N. Holmes Blvd	7	19		7	33		
9	Cora C. Harrison Perverse	8965 W Church St	7	19		7	33		
10	Cornerstone Park	1046 A1A North	7	19		7	33		

11	Crescent Beach Park	6930 A1A S/Cubbedge Rd	3 Tues - Thurs	19		5 Mon - Fri	33		
12	Crossroads Trailhead	3743 S.R 207	7	19		7	33		
13	Davis Park	210 Davis Park Rd	7	19		7	33		
14	Durbin Crossing Park	345 Islesbrook Parkway	7	19		7	33		
15	Eddie Vickers Park	399 Riberia St	7	19		7	33		
16	Equestrian Center	8200 Smith Rd Moday & Friday	2	19		2	33		
17	Joel A "Budda" Williams Windswept Acres	210 Micklers Rd	3 Tues - Thurs	19		5 Mon - Fri	33		
18	Joe Pomar Park	1600 Masters Dr	7	19		7	33		
19	Julington Creek Plantation	3060 Race Track Rd	7	19		7	33		
20	Mickler's Beachfront Park	1109 1/2 Ponte Vedra Blvd	3 Tues - Thurs	19		5 Mon - Fri	33		
21	Mills Field	1805 Racetrack Rd	7	19		7	33		
22	Nease Beachfront Park	3171 Coastal Highway	7	19		7	33		
23	Nocatee Community Park	650 Nocatee Center Way	7	19		7	33		
24	Nocatee Trailhead Park	501 Davis Park Rd	7	19		7	33		
25	Nocatee Landing	2015 Nocatee Landing Trail	7	19		7	33		
26	North Beach Park (Villages of Vilano)	3721 Coastal Highway	3 Tues - Thurs	19		5 Mon - Fri	33		
27	Palencia Park	405 Palencia Village Dr	7	19		7	33		
28	Rivertown Park	200 Swamp Oak Trail	7	19		7	33		

29	Rivertown II Park	21 Sequoia Creek Trail, St. Johns	7	19		7	33		
30	Ron Parker Park	607 Old Beach Rd	7	19		7	33		
31	South Ponte Vedra Park	2993 S. Ponte Vedra Blvd	3 Tues - Thurs	19		5 Mon - Fri	33		
32	St. Johns County Fairgrounds (Arena)	5840 SR 207 Monday-Friday	2	19		2	33		
33	St. Johns County Fairgrounds (Exhibit Hall)	5840 SR 207 As-Needed		19			33		
34	St. Johns County Fairgrounds (School House)	5840 SR 207 As-Needed		19			33		
35	St. Johns County Fairgrounds (Outside)	5840 SR 207	7	19		7	33		
36	St. Johns County Ocean/Fishing Pier	350 A1A Beach Blvd	3 Tues - Thurs 6:30 am Start Time	19		5 Mon - Fri 6:30 am Start Time	33		
37	Surfside Park	3070 Coastal Highway	3 Tues - Thurs	19		5 Mon - Fri	33		
38	Treaty Park	1595 Wildwood Dr	7	19		7	33		
39	Trout Creek Park	6795 Collier Rd	7	19		7	33		
40	Vaill Point / Moultrie Creek	630 Vaill Point Rd	7	19		7	33		
41	Veterans Park	1332 Veterans Parkway	7	19		7	33		
42	Vilano Beach Pavilion	2752 Anahma Dr	3 Tues - Thurs	19		5 Mon - Fri	33		
43	Gamble Rogers Middle	6250 US 1 South	7 After 2:00 PM Only	19		7 After 2:00 PM Only	33		

44	Landrum Middle	230 Landrum Ln	7 After 2:00 PM Only	19		7 After 2:00 PM Only	33		
45	Pacetti Bay Park	245 Meadowlark Ln	7	19		7	33		
46	Riverdale	981 CR 13 S	7	19		7	33		
47	St. Augustine Little League	1470 Osceola Elementary Rd	7	19		7	33		
48	Usina Boat Ramp	603 Euclid Ave	3 Tues - Thurs	19		5 Mon - Fri	33		
49	Vilano Beach Fishing Pier	260 Vilano Rd	3 Tues - Thurs	19		5 Mon - Fri	33		
A1	ANNUAL TOTAL								\$

**BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES
ATTACHMENT "A2"**

ALTERNATE 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 & Recreation Facilities

No.	Site	Location/Address	*Frequency Memorial Day - Labor Day 5/1 to 9/10	Number of Weeks	Price per Week Memorial Day to Labor Day (Unit Price)	*Frequency Post Labor Day - Memorial Day 9/11 to 4/30	Number of Weeks	Price per Week Labor Day to Memorial (Unit Price)	Extended Total (Annual Price)
1	Aberdeen Park	1401 Shetland Dr	5	19		5	33		
2	Alpine Groves Park	2060 SR 13 N.	5	19		5	33		
3	Armstrong Park	4974 Havey Ave	5	19		5	33		
4	Beach Services (unisex)	901 Pope Rd	5	19		5	33		
5	Butler Park East	5860 A1A South	3 Tue - Thurs.	19		5	33		
6	Butler Park West	400 Riverside Blvd	3 Tue - Thurs.	19		5	33		
7	Canopy Shores Park	804 Christina Dr	5	19		5	33		
8	Collier Blocker Puryear	10 N. Holmes Blvd	5	19		5	33		
9	Cora C. Harrison Perserve	8965 W Church St	5	19		5	33		
10	Cornerstone Park	1046 A1A North	5	19		5	33		

11	Crescent Beach Park	6930 A1A S/Cubbedge Rd	3 Tue - Thurs.	19		5	33		
12	Crossroads Trailhead	3743 S.R 207	5	19		5	33		
13	Davis Park	210 Davis Park Rd	5	19		5	33		
14	Durbin Crossing Park	345 Islesbrook Parkway	5	19		5	33		
15	Eddie Vickers Park	399 Riberia St	5	19		5	33		
16	Equestrian Center	8200 Smith Rd Moday & Friday	2	19		2	33		
17	Joel A "Budda" Williams Windswept Acres	210 Micklers Rd	3 Tue - Thurs.	19		5	33		
18	Joe Pomar Park	1600 Masters Dr	5	19		5	33		
19	Julington Creek Plantation	3060 Race Track Rd	5	19		5	33		
20	Mickler's Beachfront Park	1109 1/2 Ponte Vedra Blvd	3 Tue - Thurs.	19		5	33		
21	Mills Field	1805 Racetrack Rd	5	19		5	33		
22	Nease Beachfront Park	3171 Coastal Highway	5	19		5	33		
23	Nocatee Community Park	650 Nocatee Center Way	5	19		5	33		
24	Nocatee Trailhead Park	501 Davis Park Rd	5	19		5	33		
25	Nocatee Landing	2015 Nocatee Landing Trail	5	19		5	33		
26	North Beach Park (Villages of Vilano)	3721 Coastal Highway	3 Tue - Thurs	19		5	33		
27	Palencia Park	405 Palencia Village Dr	5	19		5	33		
28	Rivertown Park	200 Swamp Oak Trail	5	19		5	33		

29	Rivertown II Park	21 Sequoia Creek Trail, St. Johns	5	19		5	33		
30	Ron Parker Park	607 Old Beach Rd	5	19		5	33		
31	South Ponte Vedra Park	2993 S. Ponte Vedra Blvd	3 Tue - Thurs	19		5	33		
32	St. Johns County Fairgrounds (Arena)	5840 SR 207 Monday-Friday	2	19		2	33		
33	St. Johns County Fairgrounds (Exhibit Hall)	5840 SR 207 As-Needed		19			33		
34	St. Johns County Fairgrounds (School House)	5840 SR 207 As-Needed		19			33		
35	St. Johns County Fairgrounds (Outside)	5840 SR 207	5	19		5	33		
36	St. Johns County Ocean/Fishing Pier	350 A1A Beach Blvd	3 Tue - Thurs 6:30 a.m. Start Time	19		5 6:30 a.m. Start Time	33		
37	Surfside Park	3070 Coastal Highway	3 Tue - Thurs	19		5	33		
38	Treaty Park	1595 Wildwood Dr	5	19		5	33		
39	Trout Creek Park	6795 Collier Rd	5	19		5	33		
40	Vaill Point / Moultrie Creek	630 Vaill Point Rd	5	19		5	33		
41	Veterans Park	1332 Veterans Parkway	5	19		5	33		
42	Vilano Beach Pavilion	2752 Anahma Dr	3 Tue - Thurs	19		5	33		
43	Gamble Rogers Middle	6250 US 1 South	5 After 2:00 PM Only	19		5 After 2:00 PM Only	33		

44	Landrum Middle	230 Landrum Ln	5 After 2:00 PM Only	19		5 After 2:00 PM Only	33		
45	Pacetti Bay Park	245 Meadowlark Ln	5	19		5	33	-	
46	Riverdale	981 CR 13 S	5	19		5	33		
47	St. Augustine Little League	1470 Osceola Elementary Rd	5	19		5	33		
48	Usina Boat Ramp	603 Euclid Ave	3 Tue - Thurs	19		5	33		
49	Vilano Beach Fishing Pier	260 Vilano Rd	3 Tue - Thurs	19		5	33		
A2			*Mon - Fri			*Mon - Fri		Total Annual Price	\$

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "C"

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. 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities, 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)

By: _____

(Title)

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

Notary Public:

Signature

Printed

My commission Expires: _____

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

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "D"

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. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "G"

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

Project Number/Description: Bid No. 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities

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. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "H"

**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. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "I"

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)

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "J"

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. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

ATTACHMENT "K"

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. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

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".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this BID.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this BID.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

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

ATTACHMENT "M"

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

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

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

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

address is _____

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

2. I, _____, am duly authorized to make this sworn statement on
(Print individual's name and title)
behalf of _____
(Print Name of entity submitting sworn statement)

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

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

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

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

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

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

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

BID NO: 22-24

ATTACHMENT "N"

E-VERIFY AFFIDAVIT

Contract No.: BID 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Contractor") hereby swears or affirms as follows:

1. Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Vendor further understands and agrees that in the event of such termination, Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

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
BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

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: 22-24

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. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

SPECIFICATIONS

SCOPE OF WORK

The Contractor shall be responsible for providing any and all labor, materials, transportation, equipment, disposal and supervision for the cleaning services at St. Johns County owned restrooms located at beachside parks and access points, passive parks and recreational facilities according to the schedule provided. There are multiple restrooms at some of these locations. It will be the responsibility of the cleaning contractor awarded the contract to clean the restrooms to a satisfactory level of cleanliness and appearance, providing all commercial grade cleaning equipment, cleaning chemicals (in properly labeled containers) and all labor necessary. The cleaning contractor shall supply consumables to include toilet paper, paper towels, can liners and hand soap.

Failure to maintain a satisfactory level of cleanliness and appearance of the restroom will be cause for termination of services. Cleanliness will be determined by dirt, grime, trash, etc. build up as evidence in lack of cleaning. Non-stocked consumables will be the other part of unsatisfactory services. Unsatisfactory levels will be reported to the contractor.

Work must be completed between the hours of 6:30 a.m. and 5:00 p.m., seven (7) days a week.

The following are minimum general specifications for maintaining the cleanliness and appearance of the all restrooms.

- A. Floors: All floors will be swept and mopped or hosed each visit.
- B. Toilets & urinals: All toilets, toilet seats, and urinals will be cleaned and disinfected each visit.
- C. Sinks, mirrors & countertops: All sinks, mirrors and countertops (including behind faucets) will be cleaned with appropriate cleaner each visit.
- D. Walls: Walls will be cleaned with an appropriate cleaner as needed, or at minimum, once per week.
- E. Partitions: All partitions and doors will be wiped down with an appropriate cleaner once per day.
- F. Trash: All trash containers in restrooms will be emptied daily and the can liner replaced. This trash shall be deposited into receptacles located in parking lots or outside of restrooms.
- G. Safety: Signs indicating "Caution Wet Floor" or other kinds of signs/barricades, when applicable, must be used.
- H. Supplies: All toilet paper and soap dispensers will be replenished as needed so as to be kept available at all times. Toilet paper, hand soap, and can liners shall be supplied by the contractor and shall be given access to storage areas.
- L. Miscellaneous: Entrances and walkways will be cleaned, overhead ceilings and corners will be swept free of insects, cobwebs, etc. daily.
- J. Malfunctioning Equipment: Any equipment (i.e. toilets, faucets, drains, etc.) found not to be operating properly or leaking will be reported to County staff and will be repaired by the County. Problems to be reported to the area supervisors via phone and followed up with an email. Area supervisor information to be given to the awarded contractor at a later date.
- K. Lost & Found: All lost and found items discovered during the cleaning process shall be turned into the County on the next business day.
- L. Additional Cleanings: The County reserves the right to request additional cleanings due to increased usage or special events.
- M. Logs: Contractor will be responsible for filling out daily task logs. Task logs will be turned in to Park Maintenance Superintendent or their designee on a weekly basis.

COUNTY LOCATIONS

The Contractor shall be responsible for performing the required services at all locations stated on Attachment "A" and "B". 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 cleaning service 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. The cleaning company shall coordinate with the St. Johns County Parks Department to obtain needed access at keyed locations. The cleaning company must secure access to all school facilities through coordination with each school.

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

SCHEDULING

The frequency of cleaning for each site is stated on the schedule provided herein (Attachment "A" and "B").

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

EQUIPMENT

The Contractor shall be required to furnish all commercial grade cleaning equipment, cleaning chemicals (with appropriate SDS sheets on site) and all labor necessary 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 all cleaning supplies, materials, equipment, and labor sufficient to perform the required services may result in termination of the Contract.

The cleaning contractor shall supply consumables to include toilet paper, can liners and hand soap.

Any and all Contractor vehicles 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 or equipment.

All standard equipment, safety equipment 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 from the facility any equipment and shall keep the equipment out of service, until the deficiency is corrected to the satisfaction of the County.

CONTRACTOR APPEARANCE

Contractor should be dressed appropriately at all times when performing work duties. All employees must be in uniform at all times. Shirt 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.

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.

BID NO: RESTROOM CLEANING SERVICES
 AT SJC PARKS AND RECREATION FACILITIES
 EXHIBIT

Site	Address	# of Bathrooms (sets)	# Ladies Stalls	# Ladies Sinks	# Mens Stalls	# Mens Sinks	# Urinals	# Showers
Aberdeen Park	1401 Shetland Drive, St. Johns 32259	1	4	3	2	3	2	0
Alpine Groves Park	2060 SR 13 N, St. Johns 32259	2	2	2	2	2	2	0
Armstrong Park	4974 Harvey Ave., Elkton, 32033	1	1	1	1	1	1	0
Beach Services Restrooms (unisex)	901 Pope Road, St. Augustine, 32080	3	1	1	0	0	0	1
Butler Park East	5860 A1A S., St. Augustine, 32080	1	2	1	1	1	1	0
Butler Park West	399 Riverside Blvd, St. Augustine, 32080	1	1	1	1	1	1	0
Canopy Shores Park	804 Christina Dr., St. Augustine, 32086	1	1	1	1	1	1	0
Collier Blocker Puryear	10 North Holmes Blvd., St. Augustine, 32084	1	1	1	1	1	1	0
Cora C. Harrison Preserve (restroom building)	8965 W Church St., Hastings, 32145	1	2	2	1	1	1	0
Cornerstone Park	1046 A1A North, Ponte Vedra 32082	1	4	3	2	3	2	0
Crescent Beach Park	6930 A1A S./Cubbedge Rd., St. Augustine, 32080	1	2	2	1	2	1	0
Crossroads Trailhead	3743 SR 207, Hastings, 32145	1	1	1	1	1	0	0
Davis Park	210 Davis Park RD, Ponte Vedra, 32081	4	13	8	6	8	7	0
Durbin Crossing Park	345 Islesbrook Parkway, St. Johns, 32259	1	4	3	2	3	2	0
Eddie Vickers Park (Malcolm Jones Field)	399 Riberia ST, St. Augustine, 32084	1	4	2	1	2	2	0
Equestrian Center	8200 Smith Rd, Hastings, 32145	1	4	2	2	2	2	0
Joel A. "Bubba" Williams Windswept Acres Park	210 Micklers Rd, Ponte Vedra, 32082	1	1	1	1	1	1	0
Joe Pomar Park	1600 Masters DR, St. Augustine, 32084	1	3	2	1	2	2	0
Julington Creek Plantation	3060 Race Track RD., St. Johns, 32259	2	6	5	3	4	4	0
Mickler's Beachfront Park	1109 1/2 Ponte Vedra Blvd., Ponte Vedra 32082	1	2	2	1	2	1	0
Mills Field	1805 Race Track RD, St. Johns, 32259	2	6	4	4	4	5	0
Nease Beachfront Park	3171 Coastal Highway, Vilano, 32084	1	1	1	0	0	0	0
Nocatee Community Park	650 Nocatee Center Way, Ponte Vedra, 32081	2	2	2	2	2	0	0
Nocatee Trailhead Park	501 Davis Park RD, Ponte Vedra, 32081	1	1	1	1	1	1	0
Nocatee Landing	2015 Nocatee Landing Trail, Ponte Vedra 32081	1	1	1	1	1	0	0
North Beach Park (Villages of Vilano)	3721 Coastal Highway, Vilano, 32084	1	1	1	1	1	1	0
Palencia Park	405 Palencia Village DR., St. Augustine 32092	1	2	2	1	2	1	0

Rivertown Park	200 Swamp Oak Trail, St. Johns 32259	1	5	3	2	3	3	0
Rivertown II Park	21 Sequoia Creek Trail, St. Johns 32259	1	1	1	1	1	1	0
Ron Parker Park	607 Old Beach RD., St. Augustine, 32082	1	1	1	1	1	1	0
South Ponte Vedra Park	2993 S Ponte Vedra Blvd	1	1	1	1	1	1	0
St. Johns County Fairgrounds (Arena Bathrooms)	5840 SR 207, Elkton, 32033	1	15	5	6	6	4	10
St. Johns County Fairgrounds (Exhibit Hall)	5840 SR 207, Elkton, 32033	1	3	3	1	3	2	2
St. Johns County Fairgrounds (School House)	5840 SR 207, Elkton, 32033	1	3	2	2	1	2	0
St. Johns County Fairgrounds (Outdoor Restroom)	5840 SR 207, Elkton, 32033	1	3	3	2	2	2	0
St. Johns County Ocean/Fishing Pier	350 A1A Beach Blvd., St. Augustine, 32080	2	10	8	5	7	5	0
Surfside Park	3070 Coastal HWY., Vilano, 32084	1	1	1	1	1	1	0
Treaty Park	1595 Wildwood DR., St. Augustine, 32086	3	7	7	5	7	4	0
Trout Creek Park	6795 Collier RD., St. Augustine, 32092	1	1	1	1	1	1	0
Vaill Point/Moultrie Creek	630 Vaill Point RD., St. Augustine 32086	1	1	1	1	1	1	0
Veterans Park	1332 Veterans Pkwy (CR 223), St. Johns 32259	5	21	13	9	13	12	0
Vilano Beach Pavilion	2752 Anahma DR., Vilano, 32084	1	1	1	1	1	1	0
Gamble Rogers Middle	6250 US 1 South., St. Augustine, 32086	1	3	2	1	2	2	0
Landrum Middle	230 Landrum Lane, Ponte Vedra, 32082	1	3	2	1	2	2	0
Pacetti Bay Park	245 Meadowlark Lane, St. Augustine, 32092	1	1	1	1	1	1	0
Riverdale	981 CR13 S., Riverdale, 32092	1	1	1	1	1	1	0
St. Augustine Little League	1470 Osceola Elementary RD., St. Aug 32084	3	9	7	6	8	6	0
Usina Boat Ramp	603 Euclid Ave, St. Augustine, 32084	1	1	1	1	1	1	0
Vilano Beach Fishing Pier	260 Vilano RD., Vilano, 32084	1	1	1	1	1	1	0

SEALED BID MAILING LABEL

BID NO. 22-24; RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES

**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: 22-24
BID TITLE:	RESTROOM CLEANING SERVICES AT SJC PARKS & RECREATION FACILITIES
DUE DATE/TIME:	By 2:00PM – December 1, 2021
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Div. 500 San Sebastian View St. Augustine FL 32084





St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

November 16, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 22-24; Restroom Cleaning Services at SJC Parks & Recreation Facilities

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and a copy of a USB drive of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Malinda "Jordy" Fusco, MA, CPM; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.

Questions:

1. I see that consumables are to be included. Do you have a list of all consumables needed and a usage chart?

Answer: It be on the vendor to visit the sites to determine the needs.

2. If we are to provide consumable, is there a location they can be delivered to where someone can sign for them? Our vendors require a signature confirming delivery.

Answer: There will not be a location provided for storage of the consumables or staff available to sign for the contractor's consumables

3. I saw that there will be a task sign off sheet. Will this be placed at each location?

Answer: The sign in sheet will be the responsibility of the contractor to provide. The sign off sheet is not to be left or posted on site.

4. I also noticed in one section consumables listed include paper towels however in the scope only TP, trash liners and soap are listed?

Answer: There are no sites with paper towels on this contract.

THE BID DUE DATE REMAINS: Wednesday, December 1, 2021 at 2:00 P.M.

Acknowledgment

Signature and Date

Printed Name and Title

Company Name (Print)

Sincerely,

Malinda "Jordy" Fusco
Procurement Coordinator
Purchasing Division

END OF ADDENDUM #1