

RESOLUTION NO. 2022 - 79

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 22-49; COMMERCIAL SOLID WASTE COLLECTION SERVICES TO WASTE PRO OF FLORIDA, INC, AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE REQUIRED SERVICES.

RECITALS

WHEREAS, the County requires commercial solid waste and recycling collection services at the various County facilities, under various County Departments which is accomplished through a multi-year agreement, and the current agreement is approaching expiration; and

WHEREAS, the SJC Purchasing Division issued a Request for Bids from qualified contractors to perform the required services, which includes provision of any and all labor, materials, equipment, supervision, and transportation necessary to collect and properly dispose of commercial solid waste and recycling materials from St. Johns County facilities, in accordance with Bid No. 22-49; and

WHEREAS, through the County's formal Bid process, Waste Pro of Florida, Inc. was selected as the lowest, responsive, responsible bidder to perform the required services; 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 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. 22-49 to Waste Pro of Florida, Inc. 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 for the performance of the required services as specifically provided in Bid No: 22-49.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 15 day of March, 2022.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

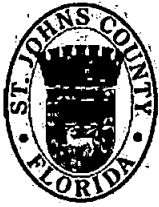
By: [Signature]
Henry Dean, Chair

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

By: [Signature]
Deputy Clerk

Rendition Date 3/17/22





GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR

General Services Agreement No: [REDACTED]

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This General Services Agreement ("Contract") is made this ___ day of _____, 2022 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **WASTE PRO OF FLORIDA, INC.** ("Contractor"), a company authorized to do business in the State of Florida, with its principal Corporate Offices located at: 2101 W.SR 434, 3rd Floor, Longwood, FL 327479, and project offices located at: 401 South Bay Street, Bunnell, FL 32110, Phone: 386-586-0800, and E-mail: bwintjen@wasteprousa.com, for **BID NO.: 22-49 Commercial Solid Waste Collection**.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents consist of the following documents incorporated herein by reference:

- a) General Services Agreement
- b) Bid Documents and Bid Forms with all addenda thereto for Bid No. 22-49
- c) Notice to Proceed
- d) Change Orders and Amendments to this Contract signed by the County
- e) Bonds and Insurance furnished by Contractor
- f) Exhibit A "Total Annual Cost Unit Price List"
- g) Exhibit B "Container Location & Collection Frequency List"
- h) Exhibit C "Department Facility Invoicing Contacts"

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Contract. No terms, conditions, limitations or exclusions in Contractor's bid/proposal documents or invoices shall be binding upon County or become part of the Contract Documents.

1.2 Definitions

When the following terms appear in the Contract Documents, they shall have the following meaning:

1.2.1 Addendum (Addenda): A document issued by the County during the bidding period which modifies, supersedes or supplements the Contract Documents.

1.2.2 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Work is performed under this Contract.

1.2.3 Amendment: A written addition or modification of, or a waiver of a right or obligation under the terms of the Contract executed by the County and issued after execution of the Contract.

1.2.4 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

1.2.5 Change Order: A written order to Contractor executed by the County, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof.

1.2.6 Contract Price: The sum set forth in Exhibit A of this Contract shall constitute the Contract Price, as may be amended by Change Order. Unless otherwise approved by the County in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Contractor or any Subcontractors with respect to sales of goods purchased for the performance of the Work.

1.2.7 Contract Time: The number of calendar days between commencement and completion of the Work, as may be amended by Change Order.

1.2.8 **Final Completion:** Completion of all Work in compliance with the Contract Documents, as determined by the County, and issuance of a Final Certificate for Payment.

1.2.9 **Hazardous Waste:** Solid Waste or combination of solid wastes, listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act (RCRA), and including future amendments thereto, and any other Applicable Laws.

1.2.10 **Jobsite:** Any physical location or other place on, under, in, at or through which any aspect of the Work is performed.

1.2.11 **Notice to Proceed:** A written notice given by the County to Contractor fixing the date on which the Contract Time will commence to run and identifying the corresponding Final Completion date.

1.2.12 **County Representative:** The individual tasked with representing the interests of the County throughout the duration of the Contract.

1.2.13 **Recyclable Materials:** Those materials that are capable of being recycled and that would otherwise be processed or disposed of as Solid Waste.

1.2.14 **Subcontractor:** A Subcontractor is an individual, partnership, corporation, association, joint-venture or any combination thereof, which has a direct or indirect contract with Contractor to perform a portion of the Work.

1.2.15 **Tipping Fees:** The actual fees paid by the Contractor at a permitted Solid Waste facility or other legal processing site or destination for the disposition of Solid Waste collected pursuant to this Agreement.

1.2.16 **Solid Waste:** Discarded, non-Hazardous waste garbage or refuse generated by the County. Solid Waste is inclusive of Recyclable Materials.

1.2.17 **Work (Services):** All services required by the Contract Documents, including all labor, materials, supplies, equipment and services as well as all other deliverables provided, or to be provided, by Contractor to fulfill Contractor's obligations under this Contract.

1.3 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Work under this Contract. Contractor shall act as an independent contractor and not as an agent in performing this Contract and shall maintain complete control over its employees and all of its Subcontractors and suppliers of any tier. Nothing contained in this Contract or any lower-tier subcontract or purchase order awarded by Contractor shall create any contractual relationship between any such subcontractor or supplier and the County. Contractor shall perform all Work in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

ARTICLE II THE WORK

2.1 General Conditions

2.1.1 Contractor shall perform all of the Work required, implied, or reasonably inferable from, the Contract Documents.

2.1.2 Contractor shall use only competent, trained, experienced and skilled personnel to perform the Work and shall remove from such Work any person determined to be unfit, unqualified, or acting in violation of any obligation of Contractor under this Contract. In the event a person is removed from the Work, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Work at Contractor's sole expense.

2.2 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Work of any kind or nature whatsoever including but not limited to all costs of permitting, regulatory compliance, obtaining and maintaining required bonds and insurance pursuant to Article 11, payments due to Subcontractors and suppliers, legal, financial, sales, use and similar taxes on materials and equipment, transportation and storage of materials and equipment, preparation of schedules, budgets and reports and all other costs required to satisfactorily complete the Work.

2.3 Disposal Facilities

Contractor shall deliver all Solid Waste to be disposed to a legally permitted disposal facility identified in the Contract Documents. The County may, in its sole discretion, direct Contractor to use a specific Solid Waste disposal and/or processing facility within, or outside, St. Johns County upon ninety (90) days written notice. Contractor shall be responsible for paying all transportation costs and applicable Tipping Fees.

2.4 Collection Equipment

Contractor shall maintain each truck and appurtenant machinery, and any vehicles used or supplied by it, in good mechanical condition, free from leaks and in compliance with all applicable federal, state and local laws, regulations, and ordinances. The name and telephone number of Contractor shall be displayed on both sides of the truck (minimum of three (3) inches in height) and shall be kept legible and visible.

Contractor shall supply all containers required to provide the Services provided to each customer. All containers shall be maintained in good working condition, original appearance and leak-proof. Contractor must remove any graffiti within fourteen (14) days of being notified of, or seeing, graffiti on a container. The name and telephone number of Contractor shall be displayed on all containers, and shall be kept legible and visible.

2.5 Emergency Collection Service and Rates

At the direction of the County, and upon reasonable notice under the circumstances, Contractor shall provide Solid Waste collection services within unincorporated St. Johns County during a locally-declared emergency (excluding any state- or federally-declared). Contractor shall be compensated only for its actual costs and expenses incurred in providing said emergency collection services. Contractor shall document such costs and services and provide said documentation to the County upon request, after which County shall compensate Contractor for undisputed charges no later than 90 days after receipt.

2.6 Days and Hours of Collection

2.6.1 The Contractor may collect and transport Solid Waste after 7:00am until 7:00pm on Monday through Saturday and after 9:00am until 7:00pm on Sundays and holidays, as stated in St. Johns County Ordinance No. 2015-19, as may be amended. The Contractor shall not collect or transport Solid Waste at other times, unless the Contractor has received the prior written approval from the County. If the Contractor fails to collect all properly containerized Solid Waste on the regularly scheduled collection day (in accordance with Exhibit B), due to driver error, equipment failure, or other operational conditions beyond the immediate control of the Contractor, the Contractor shall collect said Solid Waste within twenty-four (24) hours (Sundays and holidays excepted) at no additional charge to the County.

2.6.2 When collecting or transporting Solid Waste, Contractor's employees shall wear a company shirt or uniform, which shall display the Contractor's name or logo located in a conspicuous place.

2.7 Title

Contractor shall acquire title to the Solid Waste (including Recyclable Materials) when they are loaded into Contractor's truck.

2.8 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Work under this Contract. The Contract Price and any agreed variations thereof shall include all applicable taxes imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions. The indemnity provision of this section shall survive the expiration or earlier termination of this Contract. Contractor may not use the County's tax-exempt status unless specifically authorized in writing in advance.

2.9 Publicity and Advertising

2.9.1 Contractor shall not make any announcement or release any information or publish any photographs concerning this Contract or the Work or any part thereof to any member of the public, press or any official body, unless prior written consent is obtained from the County.

2.9.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

2.10 County Furnished Items

Contractor shall obtain, pay, and maintain, as applicable, all permits, fees, and licenses (“Permits”) necessary and ordinary for the performance of the Work. Contractor shall be solely liable for the cost and expense of all regulatory fees, levies, assessments and charges pertaining to such Permits

ARTICLE III CONTRACT TIME

3.1 Schedule

This Contract will become effective on **April 1, 2022** and will continue in effect for a period of five (5) years until March 31, 2027 provided satisfactory performance by Contractor is maintained. This Contract may be extended as necessary to complete the required Services, upon mutual agreement by both parties and the availability of funds. The County, however, is under no obligation to extend this Contract and the option of extension is exercisable only by the County, and only upon the County’s determination that the Contractor has satisfactorily performed the Services.

3.2 Disclaimer of Consequential Damages

The County shall not be liable to Contractor, whether in contract, tort, warranty or under any statute or on any other basis, for any consequential, incidental, indirect, special, punitive or exemplary damages suffered or incurred by Contractor in connection with this Contract, even if the County has been advised of the possibility of such damages. Consequential damages shall include, by way of example and without limitation, opportunity costs, loss of use of facilities or other assets, consequential damage claims of subcontractors, lost profits, lost savings, lost business, lost bonding capacity, lost financing, lost reputation or lost goodwill.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 As full and complete compensation for satisfactory performance of the Work by Contractor, the County shall pay to Contractor compensation in accordance with the prices set forth in Exhibit “A”, (hereinafter the “Contract Price”).

4.1.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Invoice to the County Representative in such form and manner, and with such supporting data and content, as the County Representative may require. Each invoice shall include the following:

- a) The Contract Number;
- b) St. Johns County Department Facility (pursuant to Exhibit C attached hereto);
- c) A unique invoice number;
- d) Contractor’s legal name and address;
- e) Taxpayer identification number (Contractor’s federal employer identification number);
- f) Brief description of the completed Work;
- g) The original Contract Price including approved Change Order amounts; and,
- h) Preferred remittance address, if different from the mailing address.

Such Invoice shall be based on the amount of Work done or completed during the payment period which is defined as the first day of the preceding calendar month through the last day of the preceding calendar month. The County Representative will review the Invoice to determine whether the quantity and quality of the Work is as represented in the Invoice and thereafter confirm to the County the amount properly owing to Contractor. Upon receipt by the County of the County Representative’s recommendation for payment, payments will be made in accordance with the Local Government Prompt Payment Act (Sections 218.70-218.80 of the Florida Statutes) less such amounts, if any, otherwise owing by Contractor to the County or which the County shall have the right to withhold. Any Invoice determined by the County not to be suitable for payment shall be modified and processed in accordance with the County’s assessment.

The County shall not be required to pay any invoices received after 180 days following the date on which the invoiced Services were performed. Any portion of an invoice that represents charges to the County after such 180-day period shall be unenforceable.

4.4.4 No progress payment shall be interpreted to constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by Contractor of any of the terms of this Contract.

4.4.5 The County's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify Contractor if the necessary appropriation is not made.

ARTICLE V CONTRACTOR RESPONSIBILITIES

5.1 Performance

5.1.1 Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its contractual obligations hereunder.

5.1.2 Contractor shall perform the Work strictly in accordance with this Contract and comply with all Applicable Laws.

5.2 Authorized Representative

Prior to commencing Work, Contractor shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Contractor ("Authorized Representative"). All communications given to the Authorized Representative shall be binding upon Contractor. An Authorized Representative may be added, removed or changed upon prior written notice given pursuant to Section 12.18 titled "Written Notice".

5.3 Environmental, Safety and Health

5.3.1 Safety and Protection. Contractor shall be solely and exclusively responsible for conducting operations under this Contract to avoid risk of harm to the health and safety of persons and property and for inspecting, supervising and monitoring all equipment, materials (whether in storage on or off the Jobsite), work practices and safety precautions (including but not limited to adequate maintenance of traffic) used in the Work to ensure compliance with its obligations under this Contract. Contractor shall provide or cause to be provided necessary training and furnish all safety equipment/tools, including OSHA compliant and ANSI certified personal protective equipment as appropriate and necessary for the performance of the Work, to its subcontractors of every tier and enforce the use of such training and safety equipment/tools.

5.3.2 Compliance. Contractor shall comply with all Applicable Laws bearing on the safety of persons or property, or their protection from damage, injury or loss including compliance with applicable permits, plans and approvals. To the extent allowed by law, Contractor shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of Contractor's subcontractors and suppliers of any tier, with respect to the Work.

ARTICLE VI COUNTY REPRESENTATIVE

6.1 County Representative Responsibilities

6.1.1 The County shall designate as its representative a County Representative. The County Representative shall be authorized to act on behalf of the County only to the extent provided in this Article VI.

6.1.2 The County and Contractor shall communicate with each other in the first instance through the County Representative.

6.1.4 The County Representative shall review Contractor's Invoices and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

ARTICLE VII CHANGES IN THE WORK

7.1 General

7.1.1 The County may, at any time, without invalidating this Contract and without notice to sureties, unilaterally direct changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order. Contractor agrees to promptly comply with such orders and proceed with the Work, which shall be performed under the applicable requirements of the Contract Documents.

7.1.2 If at any time Contractor believes that acts or omissions of the County constitute a change to the Work, Contractor shall, within five (5) days of such change or act or omission, submit a written notice to the County Representative explaining in detail the basis for the change request. Upon agreement as to the impact of the change or act or omission, the Contract Time and/or Contract Price shall be adjusted by written Change Order. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

7.2 Acceptance of Change Orders

Contractor's written acceptance of a Change Order shall constitute a final and binding Contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

7.3 Force Majeure

Neither party shall be deemed to be in default of its obligations hereunder to the extent, any failure or delay in performance is caused by or is the result of factors beyond its reasonable control, including strikes, riots, terrorist acts, fires and acts of God (collectively, an event of "Force Majeure"). Upon the occurrence of an event of Force Majeure that prevents Contractor from providing the Services to the County, the County shall have the right to procure Services from any available alternate source until such time as Contractor is able to recommence performance under this Agreement.

ARTICLE VIII CONTRACT SUSPENSION AND TERMINATION

8.1 Termination

8.1.1 The County may by written notice to Contractor terminate the Work under this Contract in whole or in part at any time for the County's convenience or for the default of Contractor.

8.1.2 If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid Contractor shall be made based upon the cost for completed Work. No amount shall be allowed for anticipated profit or unperformed work. Contractor shall complete performance of such part of the Services as shall not have been terminated by the notice of termination.

8.1.3 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Work in a timely manner, (2) violates or fails to comply with Solid Waste Ordinance No. 2017-39, (3) disposes of Solid Waste at a site other than a properly permitted and authorized disposal facility, (4) becomes insolvent or becomes the subject of voluntary or involuntary bankruptcy proceedings, (5) persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or (6) fails to meet insurance / bond obligations set forth herein or breaches or violates any other material provision of this Contract. In such case, the County, in its sole discretion, may terminate this Contract, provided however, the County must first give Contractor written notice of such default specifying the particulars thereof. The County may not terminate this Contract on the grounds of such default if Contractor remedies the default within ten (10) business days after such notice is issued.

ARTICLE IX WARRANTY AND INDEMNITY

9.1 Warranty

By executing this Contract, Contractor represents that it has read the provisions of this Contract and the St. Johns County Solid Waste Ordinance No. 2017-39, and Contractor agrees to comply at all times with the applicable provisions of this Contract and Solid Waste Ordinance No. 2017-39, a copy of which is attached hereto and incorporated herein. Contractor

further warrants that all Services shall be performed in compliance with all Applicable Laws and all equipment provided by Contractor in conjunction with the Services shall be free of defect and of good quality.

9.2 Indemnity

10.2.1 Contractor shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"); from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

9.2.2 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, Contractor further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract.

9.2.3 To the extent permitted by, and in accordance with Section 725.06 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Contractor, its staff, employees, subcontractors, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Contractor.

9.2.4 In Claims against any person or entity indemnified hereunder by an employee of Contractor, any Subcontractor, or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section 10.2 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any Subcontractor or subcontractor under any workers' compensation acts, disability benefits acts or other employee benefit acts.

9.2.5 Contractor's indemnity and hold harmless obligations hereunder shall extend to all Claims against the County by any third party or third-party beneficiary of this Contract and all liabilities, damages, losses and costs related thereto.

9.2.6 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

9.2.7 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.

9.2.8 The indemnification provisions of this Section 9.2 shall survive expiration or earlier termination of this Contract.

ARTICLE X INSURANCE

10.1 Contractor's Insurance Requirements

10.1.1 All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida. Contractor shall furnish proof of insurance to the County prior to execution of this Contract. No Work shall commence under this Contract until Contractor has obtained all insurance coverages required under this section. Certificates of insurance shall clearly indicate Contractor has obtained insurance of the type, amount, and classification as required by this Contract. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, until Final Completion of all Work including Warranty Work.

10.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

10.1.3 The types and amounts of insurance required under this Contract do not in any way limit the liability of Contractor including under any warranty or indemnity provision of this Contract or any other obligation whatsoever Contractor may have to the County or others. Nothing in this Contract limits Contractor to the minimum required insurance coverages found in this Article XII.

10.2 Additional Insured Endorsements and Certificate Holder

The term "Additional Insured", as used in this Contract, shall mean St. John's County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers' Compensation and Professional Liability. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

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

10.3 Workers Compensation

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

10.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide coverage for all Claims that may arise from the services and/or operations completed under this Contract, whether such services or operations are by Contractor or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

10.5 Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

10.6 Other Requirements

The required insurance limits identified in Sections 10.4 above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Contractor shall require each lower-tier subcontractor to comply with all insurance requirements appropriate for its scope of work, and any deficiency shall not relieve Contractor of its responsibility herein. Upon written request, Contractor shall provide County with copies of lower-tier subcontractor certificates of insurance.

Providing and maintaining adequate insurance coverage is a material obligation of Contractor. County has no obligation or duty to advise Contractor of any non-compliance with the insurance requirements contained in this Section. If Contractor fails to obtain and maintain all of the insurance coverages required herein, Contractor shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Contractor complied with its obligations herein.

County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

ARTICLE XII MISCELLANEOUS

11.1 Examination of Contractor's Records

The County or its authorized representative shall, until the expiration of five (5) years after final payment under this Contract, have access to, and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Contract, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Contractor has overstated any component of the Contract Price, Change Order, Claim, or any other County payment obligation arising out of this Contract, then Contractor shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Contractor, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

11.2 Applicable Law

Contractor and the Work must comply with all Applicable Law and the requirements of any applicable grant agreements.

11.3 Governing Law & Venue

The Contract shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Contract shall be St. Johns County, Florida.

11.4 Assignment

Contractor shall not assign the Work or this Contract, in whole or in part, without the prior written consent of the County. Contractor shall be responsible for all Work performed under the Contract Documents. Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any Change Order issued pursuant to the Contract or make an assignment or transfer of any amounts payable to Contractor under the Contract, without the prior written consent of the County. In the event of any assignment, Contractor remains secondarily liable for performance of the Contract, unless the County expressly waives such secondary liability. The County may assign the Contract with prior written notice to Contractor of its intent to do so. This Contract may be assumed by and shall inure to the benefit of the County's successors and assigns without the consent of Contractor.

11.5 Severability

If a court deems any provision of the Contract void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

11.6 Section Headings

The section and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

11.7 Disclaimer of Third-Party Beneficiaries

This Contract is solely for the benefit of County and Contractor and no right or cause of action shall accrue to or for the benefit of any third party not a formal party hereto. Nothing in this Contract, expressed or implied, is intended or shall be construed to confer upon or give any person or entity other than County and Contractor, any right, remedy, or Claim under or by reason of this Contract or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon County and Contractor.

11.8 Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Contract shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Contract after the Effective Date shall not be deemed a waiver or modification of this Contract.

11.9 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11.10 Execution in Counterparts

This Contract may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Contract is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Contract and/or a signature page of this Contract by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Contract.

11.11 Entire Contract

This Contract, together with the Contract Documents for the Work, constitutes the entire Contract between County and Contractor relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written. This Contract may not be amended or modified except in writing signed by both parties.

11.12 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, payment obligations, and the County's right to audit Contractor's books and records, shall in all cases survive the expiration or earlier termination of this Contract.

11.13 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Contract, 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 Contract.
- 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 Contract for breach of these provisions regarding employment eligibility.
- f. Contractor shall incorporate in all subcontracts made pursuant to this Contract the provisions contained herein regarding employment eligibility.

11.14 Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

11.14.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

11.14.2 Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

11.14.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

11.14.4 Contractor will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

11.14.5 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.

11.14.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

11.14.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated or suspended in whole or in part and Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

11.14.8 Contractor will include the provisions of paragraphs 11.14.1 through 11.14.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontractor or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interest of the United States.

11.15 Public Records

11.15.1 Contractor shall comply and shall require all of its Subcontractors to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (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 Applicable Law;
- (3) Ensure that public records related to this Contract 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 Contract and following expiration of this Contract, or earlier termination thereof, if Contractor does not transfer the records to the County; and

(4) Upon completion of this Contract, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain for inspection and copying all public records required by the County to perform the Work.

11.15.2 If Contractor, upon expiration of this Contract or earlier termination thereof: i) transfers all public records to the County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Contractor shall meet all Applicable Law and 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.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

11.16 Anti-Bribery

Contractor and its Subcontractors shall at all times during the term of this Contract comply with all anti-bribery and corruption laws that are applicable to the performance of this Contract. Contractor represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Contractor shall immediately notify the County of any violation (or alleged violation) of this provision.

11.17 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

11.17.1 Contractor warrants that neither it nor any Subcontractor is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Contractor shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of the Contract.

11.17.2 Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Contract, Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

11.18 Written Notice

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication under this Contract shall be validly given when delivered as follows:

- i. Hand delivered to Contractor's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County
500 San Sebastian View
St. Augustine, FL 32084
Attn: Leigh A. Daniels, Purchasing Manager
Email Address: ldaniels@sjcfl.us

Waste Pro of Florida, Inc.
401 S. Bay Street
Bunnell, FL 32110
Attn: Mr. Brian Wintjen, Regional Vice President
Email Address: bwintjen@wasteprousa.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. County and Contractor may each change the above addresses at any time upon prior written notice to the other party.

The authorized representatives hereto have executed this Contract effective as of the Effective Date. Contractor's authorized representative executing this Contract represents that he or she is duly authorized to execute this Contract on behalf of Contractor.

County

Contractor

St. Johns County (Seal)
(Typed Name)

(Company Name) (Seal)

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date of Execution)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Courts

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

EXHIBIT "A"

TOTAL ANNUAL COST UNIT PRICE LIST

The Unit Prices submitted below shall include any and all costs, fees, amounts, and other charges related to providing the services required for each container listed. **No fuel or transportation surcharges, or any other fees or costs shall be incurred by the County for services performed under this contract, with the exception of tipping fees for roll-off containers.** The Contractor shall also not charge the County any Environmental fees.

The pricing under this Bid shall remain firm throughout the first year of this Contract Agreement. Pricing increases shall be considered on an annual basis no later than sixty (60) calendar days prior to the Contract Agreement Anniversary Date. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Anniversary Date. 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 (CPI-U) - Garbage and Trash Collection**, 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 year.

Item #	Container/Size	Units Collection Frequency Per Container	Container Quantities	Unit Price per Month	Monthly Price (Unit Price Per Month x Container Quantities)	Annual Price (Monthly Price x 12 months)
1	2 Cu Yd	2x / month	1	\$30.74	\$30.74	\$368.88
2	2 Cu Yd	1x / week	17	\$61.49	\$1,045.33	\$12,543.96
3	2 Cu Yd - Recycle	1x / week	3	\$61.49	\$184.46	\$2,213.52
4	4 Cu Yd	1x / week	23	\$115.18	\$2,649.14	\$31,789.68
5	4 Cu Yd - Sliding Side Door	1x / week	1	\$115.18	\$115.18	\$1,382.16
6	6 Cu Yd	1x / week	2	\$154.58	\$309.16	\$3,709.92
7	8 Cu Yd	1x / week	7	\$206.11	\$1,442.77	\$17,313.24
8	8 Cu Yd - Recycle	1x / week	4	\$206.11	\$824.44	\$9,893.28
9	2 Cu Yd	2x / week	7	\$122.97	\$860.79	\$10,329.48
10	4 Cu Yd	2x / week	11	\$230.36	\$2,533.96	\$30,407.52
11	6 Cu Yd	2x / week	1	\$309.16	\$309.16	\$3,709.92
12	8 Cu Yd	2x / week	5	\$412.22	\$2,061.10	\$24,733.20
13	2 Cu Yd	3x / week	1	\$184.46	\$184.46	\$2,213.52
14	4 Cu Yd	3x / week	1	\$345.53	\$345.53	\$4,146.36
15	6 Cu Yd	3x / week	2	\$463.74	\$927.48	\$11,129.76
16	35 Cu Yd Compact***	1x / week	1	\$225.00 + Disposal @ \$62.24 per Ton	\$900.00 + Disposal @ \$62.24 per Ton	\$10,800.00 + Disposal @ \$62.24 per Ton
17	64-Gal- Recycling Toter	1x / week	48	\$30.00	\$1,440.00	\$17,280.00
18	96-Gal- Recycling Toter	1x / week	1	\$45.00	\$45.00	\$540.00
				Total Cost:	\$16,457.67 (monthly)	\$197,491.92 (annual)

*** The 35 Cu Yd Compactor is provided by the hauler.

ADDITIONAL UNIT PRICE LIST

The Unit Prices listed below shall be incorporated into the Contract for use if and when the County requires them. These unit prices shall not be incorporated into the Total Annual Price Bid. The Unit Prices submitted below shall include any and all costs, fees, amounts, and other charges related to providing the services required for each container listed. No fuel or transportation surcharges, or any other fees or costs shall be incurred by the County for services performed under this contract, with the exception of tipping fees for roll-off containers. The Contractor shall also not charge the County any Environmental fees.

Item #	Container Size	Collection Frequency	Unit Price per Month
1	3 Cu Yd	1x / month	N/A (Size not available)
2	8 Cu Yd	2x / month	\$412.22
3	8 Cu Yd – Recycle	2x / month	\$412.22
4	3 Cu Yd	1x / week	N/A (Size not available)
5	3 Cu Yd	2x / week	N/A (Size not available)
6	3 Cu Yd	3x / week	N/A (Size not available)
7	4 Cu Yd	3x / week	\$345.53
8	8 Cu Yd	3x / week	\$618.32
9	8 Cu Yd – Recycle	5x / week	\$1,030.54
*****	Container Size	Special Events	Unit Price per Month
1	2 Cu Yd	One Month Event w/ 2x/wk Collection	\$272.97
2	3 Cu Yd	One Month Event w/ 2x/wk Collection	N/A (Size not available)
3	4 Cu Yd	One Month Event w/ 2x/wk Collection	\$380.36
4	6 Cu Yd	One Month Event w/ 2x/wk Collection	\$459.16
5	8 Cu Yd	One Month Event w/ 2x/wk Collection	\$562.22
6	10 Cu Yd	One Month Event w/ 2x/wk Collection	\$665.27
7	20 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	\$225.00 + Disposal @ \$62.24 per Ton
8	30 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	\$250.00 + Disposal @ \$62.24 per Ton
9	40 Cu Yd – Roll Off	One Month Event w/ 2x/wk Collection	\$275.00 + Disposal @ \$62.24 per Ton

AS NEEDED AND AS REQUESTED SERVICES

The Unit Prices listed below are for as-needed and as-requested services on a per-collection basis. These prices shall be utilized for separate, extra collections in addition to the weekly or monthly services included in the Contract. The Unit Prices per collection must include any and all fees associated with installing, collecting waste from, and removing the container at the request of the County. The Unit Prices submitted below shall include any and all costs, fees, amounts, and other charges related to providing the services required for each container listed. No fuel or transportation surcharges, or any other fees or costs shall be incurred by the County for services performed under this contract, with the exception of tipping fees for roll-off containers. The Contractor shall also not charge the County any Environmental fees.

Item #	Container Size	One-Time Collections (As Requested by St. Johns County Depts)	Unit Price per Collection
1	2 Cu Yd	One-Time Collection	\$45.00
2	3 Cu Yd	One-Time Collection	N/A (Size not available)
3	4 Cu Yd	One-Time Collection	\$55.00
4	6 Cu Yd	One-Time Collection	\$85.00
5	8 Cu Yd	One-Time Collection	\$100.00
6	8 Cu Yd - Recycling	One-Time Collection	\$100.00
7	10 Cu Yd	One-Time Collection	N/A (Size not available)
8	20 Cu Yd – Roll Off	One-Time Collection	\$225.00 + Disposal @ \$62.24 per Ton
9	30 Cu Yd – Roll Off	One-Time Collection	\$250.00 + Disposal @ \$62.24 per Ton
10	35 Cu Yd – Compactor	One-Time Collection	\$225.00 + Disposal @ \$62.24 per Ton
11	Roll off for Metal Materials	One-Time Collection	\$22.00 + Disposal @ \$62.24 per Ton
12	Roll off for Construction Debris Materials	One-Time Collection	\$55.00 + Disposal @ \$62.24 per Ton

EXHIBIT "B"

CONTAINER LOCATION & COLLECTION FREQUENCY LIST

The table below lists the locations, types of containers and preferred collection days for St. Johns County Departments & Facilities. These days may be discussed with the Contractor to determine the most efficient route for collection.

Department Facility	Location	Type of Container	Size of Container	Quantity of Container	Frequency of Collection	Collection Days
SJC Parks & Recreation						
Main Office	2175 Mizell Rd	Solid Waste	4 Cu Yd	1	1 x per wk	Mon
Parks Garage	850 16th St	Solid Waste	4 Cu Yd	1	1 x per wk	Mon
SJC Fairgrounds	5840 State Rd 207	Solid Waste	8 CU Yd	1	1 x per wk	Fri
St. Aug Lil League	485 State Rd 207	Solid Waste	8 Cu Yd	1	1 x per wk	Wed
Mills Field	1805 Racetrack Rd	Solid Waste	8 Cu Yd	1	1 x per wk	Tues
Player Sr Comm Ctr	175 Landrum Ln	Solid Waste	4 Cu Yd	1	1 x per wk	Sat
SJC Davis Park	210 Davis Park Road	Solid Waste - Roll-Off	30 Cu Yd	1	Upon request	As Requested
Solomon Calhoun Center	1300 Duval Street	Solid Waste	8 Cu Yd	1	1 x per wk	Fri
SJC Golf Course						
Main Office	4845 Cypress Links Blvd	Solid Waste	6 Cu Yd	1	1 x per wk	Wed before 2pm
SJC Beach Operations						
SJC Beach Services	901 Pope Road	Solid Waste - Roll-off	30 Yd	1	Upon request	As Requested
SJC Agricultural Center						
Wind Mitigation	3125 Ag Center Dr	Solid Waste	4 Cu Yd	1	1 x per wk	Tues
Ag Center	3125 Ag Center Dr	Solid Waste	4 Cu Yd	1	1 x per wk	Tues
SJC Animal Control						
Pet Center	130 N Stratton Rd	Solid Waste	4 Cu Yd	1	2 x per wk	Tues/Fri
SJC Building Operations						
NW Annex	725 Flora Branch Blvd	Solid Waste	4 Cu Yd	1	1 x per wk	Tues
Supervisor of Elect	4455 Avenue A	Solid Waste	2 Cu Yd	1	2 x per wk	Mon/Thurs
SE Annex	6658 US 1 S	Solid Waste	4 Cu Yd	1	1 x per wk	Thurs
SJC Service Center	4030 Lewis Speedway	Solid Waste	8 Cu Yd	1	2 x per wk	Wed/Fri
SJC Judicial Center	4010 Lewis Speedway	Solid Waste	8 Cu Yd	1	2 x per wk	Wed/Fri
SJC Permit Center	4040 Lewis Speedway	Solid Waste	4 Cu Yd	1	2 x per wk	Wed/Fri
SJC Administration	500 San Sebastian View	Solid Waste	4 Cu Yd	1	2 x per wk	Wed/Fri
Hastings Storage	400 E Harris St	Solid Waste	8 Cu Yd	1	2 x per wk	Tues/Fri
Hastings Annex/ Library	6195 N Main St	Solid Waste	4 Cu Yd	1	1 x per wk	Mon

Department Facility	Location	Type of Container	Size of Container	Quantity of Container	Frequency of Collection	Collection Days
HHS Building	200 San Sebastian View	Recycle - Cardboard/Paper Only	8 Cu Yd	1	1 x per wk	Fri
HHS Building	200 San Sebastian View	Solid Waste	8 Cu Yd	1	2 x per wk	Wed/Fri
SAO HIU Dept	2446 Dobbs Rd	Solid Waste	2 Cu Yd	1	2 x per mo	Mon
SJC Central Receiving****	4010 B Lewis Speedway	Recycle - Single-Stream	64 Gal Toter	32	1x per wk	Mon by 3pm
SJC Cultural Events						
SJC Ponte Vedra Concert Hall	1050 A1A North	Solid Waste	8 Cu Yd	1	1 x per wk	Mon
SJC Ponte Vedra Concert Hall	1050 A1A North	Recycle - Single-Stream	8 Cu Yd	1	1 x per wk	Mon
SJC Public Works						
Main Office	2750 Industry Center Rd	Solid Waste	4 Cu Yd	1	2 x per wk	Tues/Fri
Main Office	2750 Industry Center Rd	Solid Waste	4 Cu Yd	1	2 x per wk	Tues/Fri
Main Office	2750 Industry Center Rd	Recycle - Single-Stream	2 Cu Yd	1	1 x per wk	Tues
Main Office	2750 Industry Center Rd	Recycle - Cardboard/Paper Only	2 Cu Yd	1	1 x per wk	Tues
SJC Road & Bridge						
Adjacent to Main Office	2740 Industry Center Rd	Solid Waste	4 Cu Yd with Sliding Side Door	1	1 x per wk	Tues
SJC Fleet Maintenance						
Main Office	2760 Industry Center Rd	Solid Waste	8 Cu Yd	1	1 x per wk	Tues
Main Office	2760 Industry Center Rd	Recycle - Single-Stream	8 Cu Yd	1	1 x per wk	Thurs
SJC Libraries						
Bartram Trail Branch	60 Davis Pond Blvd	Solid Waste	2 Cu Yd	1	2 x per wk	Tues/Fri
Southeast Branch	6670 US 1 S	Solid Waste	2 Cu Yd	1	2 x per wk	Mon/Thurs
Southeast Branch	6670 US 1 S	Recycle - Single-Stream	2 Cu Yd	1	1 x per wk	Wed
Ponte Vedra Branch	101 Library Blvd	Solid Waste	4 Cu Yd	1	2 x per wk	Mon/Thurs
SJC Facilities Maintenance						
Main Office	2416 Dobbs Rd	Solid Waste	4 Cu Yd	1	1 x per wk	Thurs
Main Office	2416 Dobbs Rd	Construction Debris	Roll Off	1	Upon Request	As Requested

Department Facility	Location	Type of Container	Size of Container	Quantity of Container	Frequency of Collection	Collection Days
SJC SJSO Maintenance						
SJSO Youth Svcs	155 N St. Johns Ave	Solid Waste	2 Cu Yd	1	1 x per wk	Wed
SJSO Jail	3955 Lewis Speedway	Compactor	35 Cu Yd	1	1 x per wk	Wed
SJSO Training Center Bld 1	911 Law Enforcement way	Solid Waste	4 Cu Yd	2	2 x per wk	Mon/Thurs
SJSO Training Center Bld 2	911 Law Enforcement way	Solid Waste	4 Cu Yd	1	2 x per wk	Mon/Thurs
SJSO Natural Resources (SJC Beach Operations Center)	500 Old Beach Road	Solid Waste	4 Cu Yd	1	1 x per wk	Thurs
SJC Emergency Management						
SJC EOC	100 EOC Drive	Solid Waste	4 Cu Yd	1	1 x per wk	Wed
SJC Medical Examiner's Office						
SJC Medical Examiner's Office	4501 Avenue A	Solid Waste	2 Cu Yd	1	1 x per week	Thurs
SJC Utility Dept						
CR214MainlandWTP	2160 Water Plant Rd	Solid Waste	6 Cu Yd	1	1 x per wk	Thurs
CR 207 WWTP	4428 Golf Ridge Dr	Solid Waste	2 Cu Yd	1	1 x per wk	Wed before 2:30PM
Marsh Landing WWTP	166 Marsh Cove Dr	Solid Waste	4 Cu Yd	1	1 x per wk	Wed
Inlet Beach WWTP	605 Palmera Dr	Solid Waste	4 Cu Yd	1	1 x per wk	Wed before 2:30PM
Inlet Beach WTP	98 Citrus Lane	Solid Waste	2 Cu Yd	1	1 x per wk	Wed
Players Club WWTP	555 Dyes Valley Rd	Solid Waste	4 Cu Yd	1	1 x per wk	Thurs before 2:30pm
Players Club WWTP	555 Dyes Valley Rd	Solid Waste	2 Cu Yd	1	1 x per wk	Thurs before 2:30pm
Players Club WWTP	555 Dyes Valley Rd	Solid Waste	2 Cu Yd	1	1 x per wk	Thurs before 2:30pm
Hastings WWP	900 N Main Street	Solid Waste	4 Cu Yd	1	1 x per wk	Wed
Sawgrass WWTP	10042 Sawgrass Dr W	Solid Waste	2 Cu Yd	1	2 x per wk	Mon/Thurs before 2:30pm
Sawgrass WWTP	10042 Sawgrass Dr W	Influent, on castors	2 Cu Yd	1	2 x per wk	Mon/Thurs before 2:30PM
Anastasia Island WWTP	850 W 16 th St	Grit	6 Cu Yd	1	3 x per wk	Mon/Wed/Fri
Anastasia Island WWTP	850 W 16th St	Grit	6 Cu Yd	1	3 x per wk	Mon/Wed/Fri
Anastasia Island WWTP	850 W 16th St	Solid Waste	2 Cu Yd	1	2 x per wk	Mon/Fri
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	On castors for Grit	4 Cu Yd	1	3 x per wk	Mon/Wed/Fri before 2:30PM
SR 16 & I-95 WWTP	3000 Industry Ctr Rd	On castors for Grit	2 Cu Yd	1	3 x per wk	Mon/Wed/Fri before 2:30PM
SR 16 & I-95 WWTP^^	3000 Industry Ctr Rd	On castors for Grit	2 Cu Yd	1		Extra for swap on location
SR 16 & I-95 WWTP^^	3000 Industry Ctr Rd	On castors for Grit	4 Cu Yd	1		Extra for swap on location
Arc Drive	2104 Arc Dr	Solid Waste	8 Cu Yd	1	1 x per wk	Tues

Department Facility	Location	Type of Container	Size of Container	Quantity of Container	Frequency of Collection	Collection Days
Arc Drive	2104 Arc Dr	Recycle - Single-Stream	8 Cu Yd	1	1 x per wk	Tues
Arc Drive	2104 Arc Dr	Metal	Roll Off	1	Upon request	As Requested
Arc Drive	2104 Arc Dr	Construct Debris	Roll Off	1	Upon request	As Requested
SJC Utility Admin	1205 SR 16	Solid Waste	4 Cu Yd	1	1 x per wk	Wed
SJC Utility Admin	1205 SR 16	Recycle - Single-Stream	96 Gal Toter	1	1 x per wk	Wed
Northwest WTP	3390 Intn'l Golf Pkwy	Solid Waste	4 Cu Yd	1	1 x per wk	Tues
Northwest WWTP	3450 Intn'l Golf Pkwy	Grit/screenings	4 Cu Yd	1	2 x per wk	Mon/Thurs
Northwest WWTP	3450 Intn'l Golf Pkwy	Grit/screenings	4 Cu Yd	1	2 x per wk	Mon/Thurs
Northwest WWTP	3450 Intn'l Golf Pkwy	Inorganics Collected	4 Cu Yd	1	1 x per wk	Mon
Northwest WWTP	3450 Intn'l Golf Pkwy	Solid Waste	2 Cu Yd	1	1 x per wk	Mon
Northwest WWTP	3450 Intn'l Golf Pkwy	Inorganics Collected	4 Cu Yd	1	1 x per wk	Mon
SJC Fire Rescue						
Fire Rescue Admin	3657 Gaines Rd	Solid Waste	6 Cu Yd	1	2 x per wk	Mon/Thurs
Fire Rescue Admin	3657 Gaines Rd	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Thurs
Fire Station #1	130 Canal St	Solid Waste	2 Cu Yd	1	1 x per wk	Thurs
Fire Station #1	130 Canal St	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Thurs
Fire Station #2	1120 Sheffield Rd	Solid Waste	4 Cu Yd	1	1 x per wk	Tues
Fire Station #2	1120 Sheffield Rd	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Tues
Fire Station #3	6010 State Rd 13 N	Solid Waste	2 Cu Yd	1	1 x per wk	Mon
Fire Station #3	6010 State Rd 13 N	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Mon
Fire Station #4	3400 County Rd 208	Solid Waste	2 Cu Yd	1	1 x per wk	Fri
Fire Station #4	3400 County Rd 208	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Fri
Fire Station #5	3370 US Hwy 1 South	Solid Waste	8 Cu Yd	1	2 x per wk	Tues/Fri
Fire Station #5	3370 US Hwy 1 South	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Fri
Fire Station #6	5865 A1A S	Solid Waste	2 Cu Yd	1	1 x per wk	Wed
Fire Station #6	5865 A1A S	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Wed
Fire Station #8	7985 Morrison Rd	Solid Waste	2 Cu Yd	1	1 x per wk	Wed
Fire Station #8	7985 Morrison Rd	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Wed
Fire Station #9	2724 S Ponte Vedra Blvd	Solid Waste	2 Cu Yd	1	1 x per wk	Thurs
Fire Station #9	2724 S Ponte Vedra Blvd	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Thurs
Fire Station #10	155 Library Blvd	Solid Waste	2 Cu Yd	1	1 x per wk	Wed
Fire Station #10	155 Library Blvd	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Wed
Fire Station #14	1244 King St	Solid Waste	2 Cu Yd	1	2 x per wk	Tues/Fri

Department Facility	Location	Type of Container	Size of Container	Quantity of Container	Frequency of Collection	Collection Days
Fire Station #14	1244 King St	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Fri
Fire Station #15	220 Pine Island Rd	Solid Waste	4 Cu Yd	1	1 x per wk	Wed
Fire Station #15	220 Pine Island Rd	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Wed
Fire Station #16	235 Murabella Pkwy	Solid Waste	2 Cu Yd	1	1 x per wk	Mon
Fire Station #16	235 Murabella Pkwy	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Mon
Fire Station #17	10001 Cartwheel Bay Ave	Solid Waste	4 Cu Yd	1	1 x per wk	Tues
Fire Station #17	10001 Cartwheel Bay Ave	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Tues
Fire Station #18	1055 Crosswater Pkwy	Solid Waste	4 Cu Yd	1	1 x per wk	Thurs
Fire Station #18	1055 Crosswater Pkwy	Recycle - Single-Stream	64 Gal Toter	1	1 x per wk	Thurs
Fire Station #19	205 Veterans Parkway	Solid Waste	2 Cu Yd	1	1 x per wk	Tues
Fire Station #19	205 Veterans Parkway	Recycle - Single-Stream	64 gal Toter	1	1 x per wk	Tues
Simms Pitt	536 S. Holmes Blvd.	Solid Waste	2 Cu Yd	1	1 x per wk	Thurs

**** The thirty (32) recycling 64-gallon toters listed under SJC Building Operations, are toters that are located at SJC Central Receiving for the purpose of SJC Staff collecting recyclable materials from SJC Campus offices and depositing them into the toters for collection by the Contractor.

^^^ The two (2) dumpsters on castors for Grit under Utilities located at SR 16 & I-95 WWTP listed above as extra for swap on location are provided to the County at no charge for 2 extra cans on site for use when needed.

EXHIBIT "C"

INVOICING

Invoices shall be submitted to the St. Johns County Departments as stated below:

SJC Parks & Recreation ATTN: Jayne Delany 2175 Mizell Road St. Augustine, FL 32080	SJC Golf Course ATTN: Anthony Baur 4985 Cypress Links Blvd Elkton, FL 32033	SJC Road & Bridge ATTN: Jennifer Kinlaw 2750 Industry Center Rd St. Augustine, FL 32084	SJC Fire Service Admin ATTN: Amy Land 3657 Gaines Road. St. Augustine, FL 32084
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SJC Facilities Maint ATTN: Diane Boone 2416 Dobbs Road St. Augustine, FL 32086	SJC Library Admin ATTN: Harold George 6670 US 1 S St. Augustine, FL 32086	SJC Ag Center ATTN: Amy Law 3125 Ag Center Drive St. Augustine, FL 32092	SJC Building Operations ATTN: Todd Roberts 500 San Sebastian View St. Augustine, FL 32084
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SJC Utility Dept ATTN: Brian Pinkerton 1205 State Road 16 St. Augustine, FL 32084	SJC Fleet Maintenance ATTN: Jeff Nordsiek 2760 Industry Center Rd St. Augustine, FL 32084	SJC Cultural Events ATTN: Chris Culpepper 1340C A1A South St. Augustine, FL 32080	SJC Animal Control ATTN: Joanne Spencer 130 N. Stratton Rd St. Augustine, FL 32095
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SJC Sheriff's Office ATTN: Nikki Johnson 2416 Dobbs Road St. Augustine, FL 32086	SJC Emergency Management ATTN: Kelly Wilson 100 EOC Drive St. Augustine, FL 32092	SJC Medical Examiner's Office ATTN: Kelly Boulos 4501 Avenue A St. Augustine, FL 32095
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Notes:

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes. On or before the tenth (10th) day of each calendar month, Contractor shall submit an Invoice to the applicable County Representative containing the following information:

- i) The Contract Number;
- j) St. Johns County Department Facility (see above list);
- k) A unique invoice number;
- l) Contractor's legal name and address;
- m) Taxpayer identification number (Contractor's federal employer identification number);
- n) Brief description of the completed Work;
- o) The original Contract Price including approved Change Order amounts; and,
- p) Preferred remittance address, if different from the mailing address.

St. Johns County is a tax exempt entity. Invoices submitted by the Contractor cannot include a line for taxes. Any and all costs associated with taxes required to be paid by the Contractor must be incorporated into the pricing submitted under this bid.

The Contractor shall also not charge the County any Environmental fees.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

February 11, 2022

RE: Bid No: 22-49; Commercial Solid Waste Collection Services

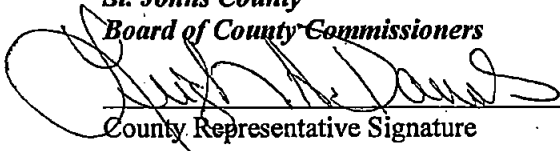
Please be advised that the Purchasing Department of the St. Johns County is issuing this notice of its Intent to Award contract to Waste Pro of Florida, Inc. as the lowest responsive, responsible bidder for Bid No: 22-49; Commercial Solid Waste Collection Services. This notice will remain posted until 12:00 PM, Wednesday, February 16, 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 Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Senior Procurement Coordinator at dfye@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 2/11/22

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

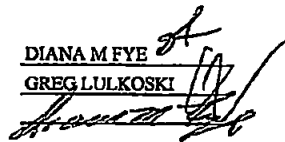
**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE COMMERCIAL SOLID WASTE COLLECTION SERVICES

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

OPENED BY
TABULATED BY
VERIFIED BY

DIANA M FYE
GREG LULKOSKI



BID NUMBER 22-49

OPENING DATE/TIME February 9, 2022 2:00 PM

POSTING DATE/TIME 02/10/22
4:00 PM

UNTIL 2/16/22
4:00 PM

BIDDERS	TOTAL ANNUAL PRICE BID						
GFL Solid Waste Southeast LLC	\$190,270.68						
Republic Services of Florida, Limited Partnership	\$293,820.36						
Waste Management Inc. of Florida	\$264,465.96						
Waste Pro of Florida, Inc	\$197,491.92						

BID AWARD DATE - _____



Waste Pro of Florida, Inc.
401 South Bay Street
Bunnell, Florida 32110

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine, FL 32804

SEALED BID NO.: 22-49
COMMERCIAL SOLID WASTE COLLECTION SERVICES



St. Johns County, Florida
Commercial Solid Waste
Collection Services
Bid #: 22-49

Due: Wednesday, February 9, 2022; 2:00 p.m.

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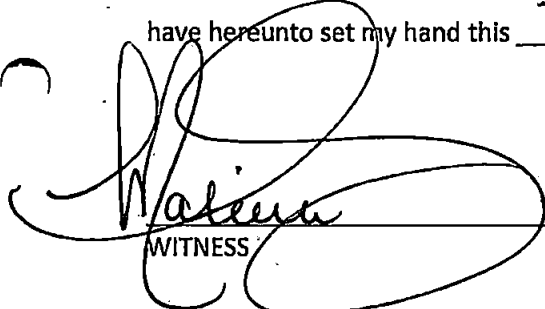
1. COVER LETTER
2. DELEGATION OF AUTHORITY
3. OFFICIAL COUNTY BID FORM (WITH PRICING SHEETS, ADDENDA ACKNOWLEDGEMENT AND ADDENDA)
4. ST JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS' AFFIDAVIT
5. LICENSE/CERTIFICATION LIST
6. LIST OF PROPOSED SUB-CONTRACTORS
7. CONFLICT OF INTEREST DISCLOSURE FORM
8. DRUG-FREE WORKPLACE FORM
9. PROOF OF INSURANCE
10. CLAIMES, LIENS, LITIGATION HISTORY
11. PUBLIC ENTITY CRIMES STATEMENT
12. NON-COLLUSION CERTIFICATION
13. E-VERIFY AFFIDAVIT
14. LOCAL PREFERENCE
15. SAMPLE GENERAL SERVICES AGREEMENT
16. ST. JOHNS COUNTY SOLID WASTE ORDINANCE NO. 2017-39


DELEGATION OF AUTHORITY

The undersigned, Sean M. Jennings, CEO & President (title), of Waste Pro of Florida, Inc., a Florida corporation, hereby certifies that a meeting of the Board of Directors of Waste Pro of Florida, Inc. under the laws of the State of Florida, was held on 2/7 2022. The following resolution was duly passed and adopted:

RESOLVED, that Brian Wintjen is a Regional Vice President of Waste Pro of Florida, Inc., of the corporation and is hereby authorized to execute contracts between St. Johns County and this corporation, and that execution thereof by said officer and director shall be the official act and deed of this corporation/LLC.

I FURTHER CERTIFY that said resolution is now in full force and effect. IN WITNESS THEREOF, I have hereunto set my hand this 7 day of February 2022


WITNESS


PRINCIPAL



St. Johns County, Florida
Commercial Solid Waste
Collection Services
Bid #: 22-49

Due: Wednesday, February 9, 2022; 2:00 p.m.

February 9, 2022

Ms. Diana M. Fye, AS, CPPB
Senior Procurement Coordinator
St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

Re: BID NO: 22-49
Commercial Solid Waste Collection Services

Dear Ms. Fye,

Waste Pro of Florida, Inc. (hereafter referred to as Waste Pro) is pleased to provide the following response to Bid No.: 22-49, Commercial Solid Waste Collection Services. Having examined all bid documents, I can confirm that we fully understand and are ready to begin performing services as outlined. As Waste Pro's Regional Vice President, I have reviewed all materials and am authorized to commit Waste Pro to perform the services included in this proposal.

Waste Pro of Florida was founded in 2001 by John J. Jennings. We have been in business for 21 years. Senior Management has been involved with Jennings Environmental Services and IWS. Both private companies that operated in the 80's and 90's. Waste Pro became known as a "people" company from the beginning because our employees and our customers worked hand in hand to create a "Distinguishable Difference" in the waste industry. We hold exclusive municipal solid waste, recycling and yard waste franchises with ninety-seven (97) total cities and counties serving over one million residences. We hold municipal contracts in sixty-two of sixty-seven counties across the State of Florida. Our corporate headquarters is located in Longwood, Florida, and our Northeast Florida Regional Operational Facility is located in Jacksonville. St. Johns County services will operate out of our Bunnell, Flagler County, operational facility.

We believe that Waste Pro is the firm best qualified to perform under this engagement of services for many reasons. We already service many businesses in the county and our drivers are familiar with the roads, the traffic, the environmental factors and other nuances of the county. Additionally, Waste Pro understands the importance of image (cleanliness) in the county and the ability to maintain its commercial containers in a presentable condition. All containers are monitored by our drivers and supervisors. If a container is identified as having an operational issue (Casters not working, Lids missing, locks broken, etc.) a service ticket is entered. It is brought to our container shop and repaired, repainted or replaced. We operate a full-service compactor and container repair shop. In addition to that we have a dedicated mobile compactor repair specialist. If equipment should stop working in the field, we have the ability to dispatch a technician during and after regular business hours.



St. Johns County, Florida
Commercial Solid Waste
Collection Services
Bid #: 22-49

Due: Wednesday, February 9, 2022; 2:00 p.m.

Customer Service is our number one priority. We know the county and the importance of being local. Our phones are answered locally and not some out of state call center.

At Waste Pro, we take the health and safety of our employees very seriously. We have developed and implemented a Covid-19 Exposure Prevention Plan which allows our employees to continue providing the very best service while keeping themselves and their families protected from the virus.

We have put forth a great deal of information in this proposal and are open to negotiate any and all items. Waste Pro warrants that the requirements of this project, as described in the Bid # 22-49, its enclosures, and all addenda have been reviewed thoroughly. We have conducted all necessary due diligence to confirm material facts upon which the proposal is based.

If we are fortunate enough to be selected, I would sign the agreement, and am always available if additional information is required. I am authorized to provide technical clarification regarding this proposal. Our team looks forward partnering with the St. Johns County and providing your businesses with services that are the "Distinguishable Difference."

Respectfully Submitted,

Brian Wintjen
Regional Vice President
bwintjen@wasteprousa.com
Cell: 352-553-8693