

RESOLUTION NO. 2024-528

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD IFB NO: 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF WASTEWATER SEWAGE SLUDGE TO REVINU, INC., AS THE LOWEST, RESPONSIVE AND RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE SERVICES IN ACCORDANCE WITH THE IFB.

RECITALS

WHEREAS the County requires Collection, Transportation and Disposal of approximately 3,650,000 gallons of County Sewage Sludge that consist of Contracting with a Contractor that maintains all Environmental Protection Agency (EPA) and the Florida Department of Environmental Protections Agency (FDEP), to be responsible collect, transport, and disposal of all Sewage Sludge on a monthly basis. These services are performed through a multi-year contract, and the current contract is expiring, requiring a new solicitation for the required services; and

WHEREAS, the awarded contractor must provide any and all equipment, materials, tools, transportation, labor and all other items necessary to perform monthly service to ensure the mandatory requirements are achieved and proper collected, transported and disposed of throughout the (6) SJC Wastewater Treatment Plants, while all regulatory agencies requirements are followed.

WHEREAS, through the County's Formal Invitation for Bids, received five (5) Bids with Revinu, Inc., which was deemed to be lowest, responsive and responsible to perform the services, at an Annual Price of \$196,275.00 for each year through the Initial Term, with CPI increases possible for the optional renewal terms; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the contract (attached hereto, and incorporated herein) and finds that entering into a contract for this service serves a public purpose.

WHEREAS the contract will be funded by the various County Departments, as budgeted each Fiscal Year.

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 IFB No. 1993, Collection, Transportation and Disposal of Wastewater Sewage Sludge, to Revinu, Inc., as the lowest, responsive and responsible Bidder.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as attached for performance of the services as specifically provided in IFB No. 1993.

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 day of 3rd day of December, 2024.

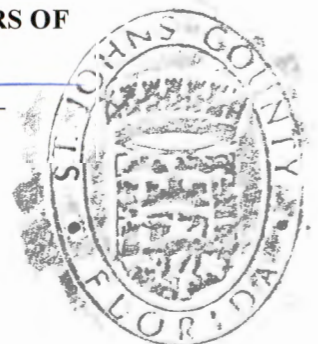
Rendition Date DEC 03 2024

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

By: *Brandon J. Patty*
Deputy Clerk

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

By: *Krista Joseph*
Krista Joseph, Chair





**GENERAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONTRACTOR**

General Services Agreement No: 24-SA-REV-20540

Table of Contents

ARTICLE I CONTRACT DOCUMENTS 4

1.1 The Contract Documents4

1.2 Definitions.....5

ARTICLE II THE services 5

2.1 Scope of Services5

2.2 Payment of Costs6

2.3 Cleaning the Jobsite6

2.4 Access to Sites6

2.5 Utilities.....6

2.6 Taxes.....6

2.7 Publicity and Advertising.....6

ARTICLE III agreement term and schedule 7

3.1 Term7

3.2 Schedule.....7

3.3 Force Majeure7

3.4 Time is of the Essence7

ARTICLE IV CONTRACT PRICE AND PAYMENT..... 7

4.1 Contract Price.....7

4.2 Measurement and Payment8

4.3 Progress Payments8

4.4 Application for Payment9

4.5 Withheld Payment.....9

ARTICLE V CONTRACTOR RESPONSIBILITIES 10

5.1 Performance10

5.2 Authorized Representative.....10

5.3 Environmental, Safety and Health10

5.4 Final Payment11

ARTICLE VI COUNTY REPRESENTATIVE 11

6.1 County Representative Responsibilities.....11

ARTICLE VII CHANGES IN THE services 12

7.1 General12

7.2 Acceptance of Change Orders.....12

7.3	Notice to Sureties	12
	ARTICLE VIII STOPPING services, AND ACCEPTING DEFECTIVE.....	12
	OR NONCONFORMING services.....	12
8.1	Right to Stop Services.....	12
8.2	County May Accept Defective or Nonconforming Services	12
	ARTICLE IX CONTRACT DISPUTES/CLAIMS	12
9.1	Contract Claims.....	12
	article x CONTRACT SUSPENSION AND TERMINATION	13
10.1	Suspension	13
10.2	Termination.....	14
	ARTICLE Xi WARRANTY AND INDEMNITY	14
11.1	Warranty	14
11.2	Indemnity	15
11.3	Disclaimer of Consequential Damages	16
	ARTICLE XII INSURANCE	16
12.1	Contractor’s Insurance Requirements	16
12.2	Additional Insured Endorsements and Certificate Holder	16
12.3	Workers Compensation & Employer’s Liability	16
12.4	Commercial General Liability	16
12.5	Commercial Automobile Liability	17
12.7	Other Requirements	17
	ARTICLE Xiii MISCELLANEOUS.....	17
13.1	Examination of Contractor’s Records.....	17
13.2	Backcharges	17
13.3	Applicable Law	18
13.4	Governing Law & Venue.....	18
13.5	Assignment	18
13.6	Severability	18
13.7	Section Headings.....	18
13.8	Disclaimer of Third-Party Beneficiaries	18
13.9	Waiver; Course of Dealing	18
13.10	No Waiver of Sovereign Immunity.....	18
13.11	Execution in Counterparts.....	18
13.12	Entire Contract	19
13.13	Survival.....	19
13.14	Employment Eligibility and Mandatory Use of E-Verify	19
13.15	Equal Employment Opportunity	19
13.16	Public Records	20
13.17	Anti-Bribery.....	21
13.18	Convicted and Discriminatory Vendor Lists, and Scrutinized Companies.....	21

13.19 Independent Contractor21
13.20 Written Notice.....21
FINAL CERTIFICATE FOR PAYMENT 23
CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN 24

This General Services Agreement (“Contract”) is made this ___ day of _____, 2024 (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 **Revinu, Inc.**, (“Contractor”), a company authorized to do business in the State of Florida, with its principal offices located at: 4050 Dundee Road, Winter Haven, FL 33884, Phone: (863) 656-5405, and E-mail: dchristiao@revinu.com for **IFB NO.: 1993; Collection, Transportation & Disposal of Liquid Sewage Sludge.**

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) Fully Executed Change Orders and Amendments to this Agreement
- b) This Fully Executed General Services Agreement and all Exhibits and/or Attachment hereto:
 - i. Exhibit A – Contract Pricing
 - ii. Exhibit B – Scope of Services
- c) Notice to Proceed
- d) IFB Documents and Bid Forms with all addenda thereto for IFB No. 1993.
- e) Insurance furnished by Contractor in accordance with Article XII herein.

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of the Contract. No terms, conditions, limitations or exclusions in Contractor’s proposal documents or invoices shall be binding upon the County or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order listed above in Section 1.1.1 (“Order of Precedence”). Additionally, the main body of this Contract shall take precedence over any Exhibit, electronic documents shall govern over hard-copy documents, and fully executed documents shall govern over unsigned drafts.

1.1.3 Contractor is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Contractor and the County. Should the Contractor have any questions concerning interpretation or clarification of the Contract Documents, Contractor shall submit to the County’s Representative in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the County’s Representative by the Contractor within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The County’s Representative shall render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Contractor files a written protest to the County Representative’s rendered determination within fourteen (14) calendar days of receipt thereof. Contractor’s protest shall be submitted to the County’s Purchasing Director, and shall state clearly, and in detail, the basis thereof. Failure by the Contractor to protest the County Representative’s rendered determination within fourteen (14) calendar days shall constitute a waiver by Contractor of all its rights to further protest, judicial or otherwise. The County’s Director of Purchasing & Contracts shall consider the Contractor’s protest and render a decision thereon, in writing, within ten (10) calendar days. If Contractor does not agree with the County’s Purchasing Director’s decision, Contractor shall deliver written notice to that effect to the County within three (3) business days of receipt of the County’s decision.

1.1.4 Unless otherwise directed in writing, Contractor shall, at all times, carry on the Services and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document Dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Contractor from its obligations to timely perform the Services required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.5 Any and all Contract Documents shall remain the property of the County, Contractor is granted a limited license to use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services. Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Services; provided, however, that in no event shall Contractor and/or Contractor’s sub-contractors use, or permit to

be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.2 Definitions

Terms used within this Contract shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as specifically provided herein. Terms defined herein for specific application to this Contract shall govern over definitions of terms provided in the SJC Purchasing Policy.

1.2.1 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect throughout the duration of this Contract.

1.2.2 Amendment: A document providing the written modification to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Agreement.

1.2.3 Change Order: A document, signed by both Parties, providing the written modification to a previously issued Agreement, adjusting contract price, scope of work, or completion time.

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 Contract Price: The total of the Unit Prices provided in **Exhibit “A”** of this Contract Services performed as identified in the Contract Documents shall constitute the Contract Price, as may be amended as provided herein. 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 Services.

1.2.6 County Representative: The County employee assigned as the Project Manager to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

1.2.7 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

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

1.2.9 Services: The work described in the Contract Documents or a subsequently issued Change Order including engineering services, architectural services and other professional services as applicable for the Project and procured under this Contract.

1.2.10 Subcontractor: Any entity or individual engaged by Contractor to provide Services to the County for which Contractor is contractually obligated, responsible, and liable to provide and perform under this Contract.

ARTICLE II THE SERVICES

2.1 Scope of Services

2.1.1 Contractor shall provide all Services as set forth in the Contract Documents, including **Exhibit “B”** herein, including all necessary, incidental, and related activities required for full and complete performance of this Contract (the “Services”).

2.1.2 Contractor shall use only competent and skilled personnel to perform and supervise the Services and shall remove 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 Services, Contractor shall promptly replace such individual with another who is fully competent and skilled to perform the Services at Contractor’s sole expense.

2.1.3 Except as otherwise required for the safety or protection of persons or the Services or property at a Jobsite or

adjacent thereto, and except as otherwise stated in the Contract Documents, all Services shall be performed during regular working hours, Monday through Friday. Contractor will not perform Services on a Saturday, Sunday, or any legal holiday. Contractor may perform Services outside regular working hours or on Saturdays, Sundays, or legal holidays only with the County's prior written consent, which will not be unreasonably withheld.

2.1.4 In addition, when the Services require by Florida Statute, Contractor shall use only appropriately licensed, registered and/or certified personnel to perform the Services.

2.2 Payment of Costs

Except as otherwise expressly provided, Contractor shall pay directly all costs and expenses of the Services 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 Services.

2.3 Cleaning the Jobsite

Contractor shall keep its Work area(s) neat, secure and orderly during performance of the Services and shall clean up and remove all waste, rubbish and construction debris as they accumulate. Contractor shall remove all waste, rubbish and debris created during the performance of the Services from any and all work areas, as well as all tools, appliances, equipment, temporary utilities, machinery and surplus materials.

2.4 Access to Sites

The County and/or County Representatives, shall at all reasonable times have full access to all parts and locations of the Jobsite(s) throughout the duration of this Contract, and Contractor shall not unreasonably withhold or restrict access to any Jobsite at any time during this Contract.

2.5 Utilities

If required in order to perform the Services, Contractor shall, at its expense, make all arrangements necessary to secure the availability of and maintain all temporary utilities necessary to perform the Services.

2.6 Taxes

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any Services 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.

2.7 Publicity and Advertising

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

2.7.2 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.

2.8 County Furnished Items

2.8.1 Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the performance of the Services. Excluding such permits, fees and licenses, the County shall obtain all approvals, easements, and the like required for the Services.

2.8.2 The County shall furnish Contractor electronic copies of the Contract Documents for execution of the Services. Hard copies of the Contract Documents shall be the responsibility of Contractor.

ARTICLE III AGREEMENT TERM AND SCHEDULE

3.1 Term

3.1.1 This Contract shall become effective upon the date of execution by all parties, shall remain in effect for a period of three (3) calendar years (“Initial Term”) and may be renewed, for up to two (2) one (1) calendar year periods, (“Renewal Periods”). provided there is a continued need for the Services, the Contractor has maintained satisfactory performance of the Services, and availability of lawfully appropriated funds for this purpose. Renewal Periods may be exercised by the County in whole or in part, as needed, to serve the best interests of the County.

3.1.2 This Contract may be extended beyond the Initial Term and exercised Renewal Periods, for a period up to six (6) calendar months in order to prevent a gap in Services during the procurement of a new Contract. While this Agreement may be renewed, or extended as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County’s determination that the Contractor satisfactorily performed the Services specified in the Contract Documents

3.2 Schedule

3.2.1 Contractor shall perform the Services within the time periods specified by the County’s Representative all Services. Contractor’s Services, or portion thereof, shall commence upon receipt of written direction by the County’s Representative. The written directions may be in the form of an e-mail, or in a letter.

3.3 Force Majeure

3.3.1 The Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by Force Majeure or other similar causes which are not reasonably foreseeable and are beyond the Contractor’s control so long as the Contractor’s delay is not caused by the Contractor’s own fault or negligence. Notwithstanding the foregoing, the Contractor cannot claim Force Majeure for any emergency, exigency, or “act of God” that is in any manner related to the scope of Services or services, or any other performance by the Contractor that is contemplated in this Contract, or that in any way existed or was reasonably foreseeable at the time this Contract was executed.

3.3.2 In order to claim delay pursuant to this “Force Majeure” provision, the Contractor shall notify the County in writing within ten (10) business days after the beginning of any such cause that would delay its performance under this Contract.

3.3.3 If the Contractor’s performance is delayed pursuant to this “Force Majeure” provision for a period exceeding thirty (30) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any Services performed and validated (if required for payment hereunder) prior to the date of the County’s termination of the Contract.

3.3.4 If the Contractor’s performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this Contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County’s right to terminate for convenience.

3.4 Time is of the Essence

Time is of the essence regarding each and every obligation of Contractor under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

ARTICLE IV CONTRACT PRICE AND PAYMENT

4.1 Contract Price

4.1.1 As full and complete compensation for satisfactory performance of the Services by Contractor, the County shall pay to Contractor in accordance with the Contract Pricing as stated in **Exhibit “A”**, in accordance with the Contract Documents (hereinafter the “Contract Price”).

4.1.2 Unit prices included in the Contract Price are “all-inclusive”, including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, engineering, overhead, profit, performance and payment bonds, and all other items incidental to or necessary for the completion of the Services. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

4.1.2.1 The awarded Contractor may request pricing adjustments to be considered by the County upon renewal of the Contract. Any requested pricing adjustments must be submitted to the County no less than 60 days prior to the anniversary of the Effective Date of the Contract after the Initial Term of three (3) years. The consideration for any price adjustment shall be based upon the current Consumer Price Index (CPI)- All Urban Consumers (CPI-U) but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested pricing adjustment. The Contractor is not permitted to combine and/or compound the requested increase in the following year to “make-up” for the previous years.

4.1.2.2 The County is under no obligation to accept or approve any requested pricing adjustment, whether or not it is supported by the Consumer Price Index (CPI). Additionally, the County may elect, and the Contractor agrees, to negotiate any requested price adjustment submitted. Any approved pricing adjustment will be implemented through a Contract Amendment.

4.1.2.3 In addition, any changes in contract pricing are subject to the availability of lawfully appropriated funds but the availability of such funds does not obligate the County to accept any requested price adjustment.

4.2 Measurement and Payment

4.2.1 Contractor shall make all surveys necessary for determining all quantities of Services to be paid under this Contract. Copies of field notes, computations and other records made by Contractor for the purpose of determining quantities shall be furnished to the County Representative upon request. Contractor shall notify the County Representative prior to the time such surveys are made. The County Representative may but shall have no obligation to witness and verify such surveys. Measurements and computations shall be made by such methods as the County may consider appropriate for the class of work measured. The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of Services where not definitely indicated on the Drawings or in the Specifications shall be as determined by the County.

4.2.2 No payments of invoices (or portions thereof) shall, at any time, constitute approval or acceptance of the Services under this Contract, nor be a waiver by the County of any of the terms contained herein.

4.3 Progress Payments

4.3.1 Prior to Contractor’s submittal of the initial Application for Payment, Contractor shall have delivered Insurance Certificate(s) evidencing coverages in accordance with Article 11. The County will not make any payment to Contractor until Contractor has complied with this requirement.

4.3.2 On or before the tenth (10th) day of each calendar month, Contractor shall submit an Application for Payment to the County Representative, in such form and manner, and with such supporting data and content, as the County Representative may require. Such Application for Payment shall be based on the amount of Services 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 Application for Payment to determine whether the quantity and quality of the Services is as represented in the Application for Payment 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 Application for Payment determined by the County not to be suitable for payment shall be modified and processed in accordance with the County’s assessment.

4.3.3 In the event any dispute with respect to any payment or Application for Payment cannot be resolved between Contractor and the County Representative, Contractor may demand in writing a meeting with and review by the County’s Purchasing Director. Such meeting and review shall occur within ten (10) business days of receipt by the County of Contractor’s written demand. The Purchasing Director shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County’s final decision for the purpose of the Local Government Prompt Payment Act.

4.4 Application for Payment

4.4.1 Contractor may make Application for Payment, at intervals of not more than once a month for Services satisfactorily completed. Each Application for Payment shall clearly include:

- a) The Contract Number;
- b) A unique Application for Payment number;
- c) Contractor's legal name and address;
- d) Taxpayer identification number (Contractor's federal employer identification number);
- e) Brief description of the completed Services, in accordance with Contractor's Schedule of Values;
- f) The original Contract Price including approved Change Order amounts; and,
- g) Preferred remittance address, if different from the mailing address.

The County may require any other information from Contractor that the County deems necessary to verify Contractor's Application for Payment. No later than ten (10) days after execution of this Contract or Notice to Proceed has been issued, the County will identify in a separate written notice the submittal requirements for Contractor's payment requests.

4.4.2 Each Application for Payment shall be signed by Contractor and shall constitute Contractor's representation that the Services has progressed to the level for which payment is requested, that the Services has been properly installed or performed in full accordance with this Contract, and that Contractor knows of no reason why payment should not be made as requested. Contractor's final Application for Payment shall also be accompanied by a full and complete release and/or waiver of all liens complying with Section 713.20 of the Florida Statutes.

4.4.3 Contractor must remit undisputed payment due for labor, services, or materials furnished by Subcontractors and suppliers hired by Contractor, within ten (10) days after receipt of each progress payment from the County pursuant to Section 218.735 of the Florida Statutes. If necessary for the protection of the County, the County shall have the right, at its sole option, to make payment by joint check or by direct check to Contractor's Subcontractors or suppliers without advance notice to or consent of Contractor. If joint checks are issued following claims by Contractor's Subcontractors or suppliers, the County shall be entitled to an administrative fee of \$50.00 per check for the expense of processing each joint check. Any amounts paid directly to a Subcontractor or supplier will be deducted from payments made to, or amounts due or that may become due to, Contractor. The issuance of a joint check shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the County to repeat the procedure in the future.

4.4.4 No progress payment shall be interpreted to constitute approval or acceptance of any Services 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.

4.5 Withheld Payment

4.5.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, if:

- a) Any Claims are made against Contractor by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claim;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Contractors Indemnification obligations under Section 10.2 below;
- c) Contractor fails to pay Subcontractors or others in full and on-time;
- d) Contractor fails to submit schedules, reports, or other information required under the Contract;
- e) Contractor fails to diligently prosecute the Services and maintain progress to assure completion within the Contract Time;
- f) Contractor persistently fails to fully and timely perform the Services in accordance with the Contract Documents;
- g) Defective or nonconforming Services is not remedied; or

h) Contractor is in default of any other representation, warranty, covenant or performance obligation of this Contract.

4.5.2 If Claims or liens filed against Contractor or property of the County connected with performance under this Contract are not promptly removed by Contractor after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payments or other monies due Contractor under the Contract is insufficient to meet such cost, or if any Claim or lien against Contractor is discharged by the County after final payment is made, Contractor and its surety or sureties shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

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 no part of the Services at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or samples for such portion of the Services. If Contractor performs any portion of the Services where Contractor knows or should know such Services involves a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, Contractor shall bear responsibility for such performance and shall bear the cost of correction.

5.1.3 Contractor shall perform the Services strictly in accordance with this Contract.

5.1.4 Contractor shall confine its operations to a Jobsite or such other land and areas identified in and permitted by the Contract Documents. Contractor shall assume full responsibility for any damage to any such land or area, to the County or occupant thereof, or of any adjacent land or areas, resulting from the performance of the Services. Should any Claim be made by any such owner or occupant because of the performance of the Services, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the Claim by other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Applicable Law, indemnify and hold harmless the County, and its officers, directors, agents and employees and anyone directly or indirectly employed by them from and against Claims, costs, losses, and damages arising out of or resulting from any Claim or action, legal or equitable, brought by any such owner or occupant against the County or any other party indemnified hereunder to the extent caused by or based upon Contractor's or a Subcontractor's performance of the Services.

5.1.5 Contractor is solely and exclusively responsible for supervising all workers at the Jobsite. Contractor shall supervise and direct the Services using Contractor's best skill, effort and attention. Contractor shall be responsible to the County for any and all acts or omissions of Contractor, its employees and others engaged in the Services on behalf of Contractor.

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

5.2 Authorized Representative

Prior to commencing Services, 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 Services 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 Services, 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 Services.

5.3.3 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.

5.3.4 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 services 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.

5.3.5 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.

5.4 Final Payment

5.5.1 Upon Contractor’s receipt of the Final Certificate for Payment, Contractor may submit a final invoice.

5.5.2 Acceptance of Final Payment shall constitute a waiver of all Claims against the County by Contractor except for those Claims previously made in writing against the County by Contractor, pending at the time of Final Payment, and identified in writing by Contractor as unsettled at the time of its request for Final Payment.

5.5.3 In the event Contractor fails to make a Request for Final Payment, or to resubmit a final Application for Payment within ninety (90) days after being requested to do so, the County may deem any and all retained funds to be abandoned property and shall give notice of abandonment to Contractor. The County may set off against the final payment any amounts due to County from Contractor arising out of or under this or any other Contract or Contract between them.

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.

6.1.3 The County Representative shall review Contractor’s Applications for Payment and shall confirm to the County for payment to Contractor, those amounts then due to Contractor as provided in this Contract.

6.1.4 The County Representative shall have authority to reject Services, which is defective or does not conform to the requirements of this Contract. If the County Representative deems it necessary or advisable, the County Representative shall have authority to require additional inspection or testing of the Services for compliance with Contract requirements at Contractor’s expense.

6.1.5 The County Representative shall, upon written request from Contractor, conduct inspections to determine the date

of Final Completion, shall receive and forward to the County for the County's review and records, written warranties and related documents required by this Contract and shall issue a Final Certificate for Payment upon compliance with the requirements of this Contract.

6.1.6 The County Representative's decision in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

ARTICLE VII CHANGES IN THE SERVICES

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 Services within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, by Change Order or by field order. Contractor agrees to promptly comply with such orders and proceed with the Services, 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 Services, 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 Notice to Sureties

Contractor shall notify and obtain the timely consent and approval of Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by Contractor's surety or by law. Contractor represents and warrants to County that Contractor is solely liable and responsible to so notify and obtain any such consent or approval.

ARTICLE VIII STOPPING SERVICES, AND ACCEPTING DEFECTIVE OR NONCONFORMING SERVICES

8.1 Right to Stop Services

If the Services is defective, or Contractor fails to supply sufficient skilled workers, suitable materials, or equipment or fails to furnish or perform the Services in such a way that the completed Services will conform to the Contract Documents, the County, acting through the County Representative, may order Contractor to stop the Services, or any portion thereof, until the cause for such order has been eliminated. The County's right to stop Services, or any portion thereof, shall not give rise to any duty on the part of the County to exercise this right for the benefit of Contractor or any other party.

8.2 County May Accept Defective or Nonconforming Services

If the County chooses to accept defective or nonconforming Services, the County may do so. In such events, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Services, and (b) the difference between the fair market value of the Services had it not been constructed in such manner as to include defective or nonconforming Services. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the County for its acceptance of defective or nonconforming Services, Contractor shall, pay the County such remaining compensation for accepting defective or nonconforming Services.

ARTICLE IX CONTRACT DISPUTES/CLAIMS

9.1 Contract Claims

9.1.1 If any dispute between the County and Contractor arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Contractor and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as

conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving the dispute or disagreement.

9.1.1.1 The Senior Representative for the County shall be the Director, or designee, of the respective County Utilities Department.

9.1.1.2 The Senior Representative for the Contractor shall be the supervisor of the Project Manager, or a principal of the Contractor.

9.1.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the Contractor shall submit a Contract Claim as provided herein.

9.1.3 Prior to filing a Contract Claim, Contractor shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Contractor is required to proceed with performance of the Services and maintain effective progress to complete the Services within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Contractor and any legal counsel; and
- b) The Contractor's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Contractor deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contractor deems applicable to the Claim.

9.1.4 During the Purchasing Director's review of the Contract Claim, the Purchasing Director may request additional information from the project team of both parties. The parties must provide the requested information within the time period set forth in the request. Failure of either party to timely comply may result in resolution of the Claim without consideration of the requested information.

9.1.5 The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Purchasing Director shall be sent to the Contractor at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

9.1.6 The decision for any Contract Claim by the Purchasing Director may be appealed by the Contractor to the County Administrator. Contractor must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Purchasing Director's decision. Failure by the Contractor to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Contractor takes legal action in Circuit Court.

ARTICLE X CONTRACT SUSPENSION AND TERMINATION

10.1 Suspension

The County may, by written notice, order Contractor to suspend, delay or interrupt Services, in whole or in part, for a period of time as the County may determine. If such suspension delays Contractor's ability to meet the authorized Contract Time, Contractor will be granted an extension of time as reasonably agreed by both parties. Contractor shall not be entitled to an adjustment to the Contract Time to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause, act or omission for which Contractor is responsible.

10.2 Termination

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

10.2.2 The County may terminate this Contract, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Contractor. If the termination is for the convenience of the County, an equitable adjustment in the compensation to be paid to the Contractor may be made based upon the cost for completed Services, Services in progress, and the substantiated, reasonable and actually incurred costs associated with termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors. No amount shall be allowed for anticipated profit or unperformed Services.

10.2.3 Contractor may terminate this Contract, for any reason up to sixty (60) calendar days written notice, provided that any outstanding Services is completed by Contractor, or Contractor's Subcontractors. Contractor further agrees to cooperate fully and assist the County, upon request, in order to complete any Services under this Project. In such event, the County shall compensate the Contractor as mutually agreed in writing for any such Services after termination.

10.2.4 The County may terminate this Contract, in whole or in part, for cause (or "default"). In the event of Contractor's default, the County shall issue a Notice of Default to the Contractor, articulating the items which the County finds to be in default of the requirements of this Contract. Contractor shall have ten (10) calendar days from receipt of the Notice of Default to remedy deficiencies or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Contractor fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination and take over and prosecute the Services as needed to prevent damages to the Service areas. In such case, Contractor shall be liable to the County for all reasonable additional costs incurred by the County in performance of the Services.

10.2.5 Upon receipt of such termination notice Contractor shall immediately stop all Services and shall immediately cause any and all of its Subcontractors and material suppliers at any tier, to immediately stop all Services. Contractor shall not be paid for any Services performed or costs incurred after the termination date that reasonably could have been avoided. The County may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to its designee.

10.2.6 For purposes of this Termination provision, Contractor shall be deemed in default if Contractor (1) persistently or repeatedly refuses or fails to perform the Services in a timely manner, (2) fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, (3) fails to make prompt payment to Subcontractors, or for materials or labor, (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) breaches or violates a material provision of this Contract. If the termination is attributable to the default of Contractor, the County shall take all reasonable steps necessary to perform the Services, in order to prevent damages to the service areas, and the Contractor's performance bond shall be applied against any costs incurred by the County to perform the Services or prevent damages.

10.2.7 If the costs incurred by the County to perform the Services, upon the County's termination of this Agreement due to the default of the Contractor, exceed the amount of the performance bond (\$50,000.00), the Contractor shall pay to the County any such amounts in excess of the performance bond. This obligation for payment shall survive the termination of the Contract.

10.2.8 If, after termination by the County for Contractor's default, it is determined by a Court of competent jurisdiction that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties, including adjustment of the Contract Price, will be the same as if the termination had been issued for the convenience of the County, as provided under Paragraph 10.2.4 above.

ARTICLE XI WARRANTY AND INDEMNITY

11.1 Warranty

11.1.1 Contractor warrants and guarantees to the County that all labor furnished to progress the Services under this Contract shall be competent to perform the tasks undertaken and that the product of such labor shall yield only first-class

results and that all materials and equipment furnished under this Contract shall be of good quality, free from faults and defects and in strict conformance with the Contract Documents.

11.1.2 Contractor shall perform such tests as the County may require to verify that any corrective actions, including, without limitation, re-application in order to comply with the requirements of the Contract Documents. All costs associated with such corrective actions and testing, including any re-applications, necessary to correct any nonconforming Services, and/or emergence of any weeds or pests, shall be the sole responsibility of Contractor.

11.1.3 All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Services, whether express or implied, are deemed to be obtained by Contractor for the benefit of the County, regardless of whether or not such warranties and guarantees have been transferred or assigned to the County by separate Contract and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the County.

11.1.4 In the event that Contractor fails to perform its obligations under this Warranty Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the County, the County shall have the right to correct and replace any defective or non-conforming Services and any service areas damaged by such Services or the correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the County for any expenses incurred hereunder upon demand.

11.1.5 Failure on the part of the County to reject defective, non-conforming or unauthorized Services shall not release Contractor from its contractual obligations, be construed to mean acceptance of such Services by the County, or bar the County from recovering damages or obtaining such other remedies as may be permitted by law.

11.1.6 No adjustment in the Contract Term or Contract Price will be allowed because of delays in the performance of the Services as a result of correcting defective, non-conforming or unauthorized Services.

11.1.7 County and Contractor agree that the provisions of Florida Statute Chapter 558 shall not apply to this Contract.

11.2 Indemnity

11.2.1 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.

11.2.2 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.

11.2.3 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.

11.2.4 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.

11.2.5 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.

11.2.6 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.

11.2.7 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.

11.2.8 Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Services or resulting from the incorporation in the Services of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

11.2.9 The indemnification provisions of this Section 11.2 shall survive expiration or earlier termination of this Contract.

11.3 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 XII INSURANCE

12.1 Contractor's Insurance Requirements

12.1.1 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 Services 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 expiration or earlier termination of this Contract.

12.1.2 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.

12.1.3 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.

12.2 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

12.3 Workers Compensation & Employer's Liability

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

12.4 Commercial General Liability

Contractor shall procure and maintain during the life of this Contract, Commercial 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.

12.5 Commercial Automobile Liability

Contractor shall procure and maintain during the life of this Contract, Commercial 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.

12.6 Contractors Pollution (Environmental) Legal Liability and/or Error & Omissions applicable to the work to be performed, with limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. If the Contactor maintains broader coverage and/or higher limits than the minimums shown above, the entity requires and shall be entitled to the broader coverage and of the higher limited provided by the Contractor.

12.7 Other Requirements

The required insurance limits identified in Sections 12.4 and 12.5 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 Services, 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 XIII MISCELLANEOUS

13.1 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.

13.2 Backcharges

Upon the County's notification to undertake or complete unperformed Services such as cleanup or to correct defective or non-conforming services, equipment, or material (Backcharge Services), if Contractor states or by its actions indicates it is unable or is unwilling to immediately proceed and/or complete the Backcharge Services in an agreed time; the County may perform such Backcharge Services by the most expeditious means available and backcharge Contractor for any and all costs thereby incurred by the County.

The County shall separately invoice or deduct and retain from payments otherwise due to Contractor the costs for Backcharge Services. The County's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The County's performance of the Backcharge Services shall not relieve Contractor of any of its responsibilities under this Contract and Contractor shall be responsible for the Backcharge Services as if it were its own.

13.3 Applicable Law

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

13.4 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.

13.5 Assignment

Contractor shall not assign the Services or this Contract, in whole or in part, without the prior written consent of the County. Contractor shall be responsible for all Services 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

13.11 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.

13.12 Entire Contract

This Contract, together with the Contract Documents for the Services, 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.

13.13 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.

13.14 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 July 1, 2023.

- 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. 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.

13.15 Equal Employment Opportunity

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

13.15.1 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.

13.15.2 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.

13.15.3 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.

13.15.4 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.

13.15.5 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.

13.15.6 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.

13.15.7 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.

13.15.8 Contractor will include the provisions of paragraphs 13.15.1 through 13.15.8 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.

13.16 Public Records

13.16.1 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 Services.

13.16.2 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.

13.16.3 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

13.17 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.

13.18 Convicted and Discriminatory Vendor Lists, and Scrutinized Companies

13.18.1 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.

13.18.2 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.

13.19 Independent Contractor

Contractor represents that it is fully experienced and properly qualified, licensed, equipped, organized, and financed to perform the Services 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 Services in accordance with the requirements of this Contract and in accordance with its own methods subject to compliance with this Contract.

13.20 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

Revinu, Inc.
4050 Dundee Road

St. Augustine, FL 32084
Attn: Leigh Daniels
Email Address: ldaniels@sjcfl.us

Winter Haven, FL 33884
Attn: Donna Christiano, DFO
Email Address: dchristiano@revinu.com

With a copy to:
St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: BCCAttorney@sjcfl.us

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

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

Contractor

Revinu, Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(Date of Execution)

ATTEST:
St. Johns County, FL
Clerk of Circuit Court and Comptroller

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

FORM 1
FINAL CERTIFICATE FOR PAYMENT

Contract No.:	Jobsite (name & address):
Contractor (name & address):	
	County Representative:
	Bid No.:
Date of Issuance:	Notice to Proceed Date:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required pursuant to the terms and conditions of the Contract, and the final bill of materials, if required, have been received and accepted. The Services required by the Contract Documents has been reviewed and the undersigned certifies that the Services, including minor corrective Services, has been completed in accordance with the provisions of the Contract Documents and is accepted under the terms and conditions thereof.

The County, through its County Representative, accepts the Services as fully complete and will assume full possession thereof

at _____ on _____
(time) (date)

ST. JOHNS COUNTY: _____
County Representative Signature Date

FORM 2

CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Owner: St. Johns County (hereafter "County")	County Department/Division:
Contract No.:	Contractor Name:
Project (Jobsite) Address:	Contractor Address:
	Contractor License No.:
Payment Amount:	Amount of Disputed Claims:

The undersigned has been paid in full for all labor, work, services, materials, equipment, and/or supplies furnished to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its laborers, subcontractors, materialmen and suppliers for all labor, work, services, materials, equipment, or supplies provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

Disputed Claims: The following invoices, pay applications, retention, or extra work are reserved by undersigned from this final payment (if there are no Disputed Claims enter "**None**"):

None

Signed this ___ day of _____, 20_____

Contractor/Company Name

By:

Signature

Printed Name

Title

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.

**BID NO.: 1993; Collection, Transportation & Disposal of Liquid Sewage Sludge
General Services Agreement No: 24-SA-REV-20540**

EXHIBIT "A"

CONTRACT PRICING

- A. Unit price per gallon for sludge collected from WWTF and transported for disposal:
- Unit price PER GALLON: \$0.189
- B. Unit price per gallon for sludge collected from SR 207 WWTF and transported to AI WWTF
- Unit Price PER GALLON: \$0.0375
- C. Unit Price per gallon transported from Marsh Landing WWTF to Players Club WRF
- Unit Price PER GALLON: \$0.0375
- E. Unit price per Gallon for sludge transported from the Hastings WWTF to the AI WWTF and/or NW WRF
- Unit Price PER WET ton: \$0.046

Name of Disposal Site: Integrated Water Systems, LLC

**BID NO.: 1993; Collection, Transportation & Disposal of Liquid Sewage Sludge
General Services Agreement No: 24-SA-REV-20540**

EXHIBIT "B"

SCOPE OF SERVICES

The Contractor shall be responsible for the collection, transportation and possible disposal of sewage sludge as defined in 40 CFR 503 and 62-640 FAC. All services performed by the Contractor must comply with any and all local, state, and federal regulations and laws.

Contractor must have the ability to connect to a 4" cam lock stub outs and have the capability to pump into and out of the transport vehicle. Contractor's hauler must provide a receipt to each facility stating the following:

1. Facility name
2. Permit number
3. Date
4. Time
5. Quantity
6. Hauler's name

*Must be signed by SJC Facility Operations personnel.

The Contractor shall provide necessary information and assistance, as required, to meet the requirements contained within permits issued to St. Johns County by the United States Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection Agency (FDEP).

Must be in good standing with the Florida Department of Environmental Protection Wastewater Residuals Section, and provide documentation from FDEP proving compliance with current/active permits:

- Hastings WRF Permit # FL0042315
- Sr 207 Permit # FL0117471
- NW WRF Permit # FL0670651
- AI WWTF Permit #FL0038831
- Marsh Landing WWTF Permit # FL0044253

The Contractor shall transport the sewage sludge between the locations listed below but if at any time one and/or all SJC dump location are unable to accept sewage sludge the Contractor shall be responsible to transport the sewage sludge to either a different SJC dump site or the Contractor's identified disposal site, at no additional expense to the County. Any adjustment to the drop off location shall be coordinated through an authorized County representative. If SJC locations are unable to receive sewage sludge, the authorized County representative will notify Contractor, prior to pick-up that the sewage sludge shall be transported to a fully licensed Disposal Site, that has been identified by the Contractor and approved by the County.

- Marsh Landing WWTF shall be hauled to the Players Club WRF
- SR 207 WWTF shall be hauled to the AI WWTF
- Hastings WWTF shall be hauled to the AI WWTF and/or NW WRF

Bidders must provide an active Florida Department of Environmental Protection (FDEP) Permit for a Disposal Facility that is not a SJC County Wastewater Facility.

SJC Authorized Representative shall monitor the sludge tanks daily and shall notify Contractor once the sludge tanks are close to capacity and ready to be picked up. The Contractor must transport the sewage sludge within 24 hours of being notified to pick-up. Any and all changes to pick-up or drop off locations shall be communicated by phone through a SJC Facility Supervisor.

Must be able to pick-up Monday through Friday between the hours of 7:00AM to 3:00PM.

LIQUID SEWAGE SLUDGE

Sewage sludge is the residual that is produced as a by-product during sewage treatment of industrial or municipal wastewater.

LOCATIONS

There are three (3) primary locations for SJCUD wastewater treatment plant which produce liquid sludge that the contractor will collect and haul. These wastewater treatment plants are located at the following addresses:

Marsh Landing WWTF 166 Marsh Cove Drive Ponte Vedra Beach, FL 32082 Permit # FL0044253	SR 207 WWTF 4428 Golf Ridge Drive Elkton, FL 32033 Permit # FL0117471	Hastings WWTF 819 North Main Street Hastings, FL 32145 Permit # FL0042315
---	--	--

There are three (3) primary locations for SJCUD wastewater treatment plant where the contractor will deliver liquid sludge. These wastewater treatment plants are located at the following addresses:

Players Club WRF 1100 ATP Tour Blvd. Ponte Vedra Beach, FL 32082 Permit #FL0044245	A1 WWTF 860 West 16 th Street St. Augustine, FL 32080 Permit #FL0038831	NW WRF 10275 St. Johns Pkwy St. Augustine, FL 32092 Permit #FL0670651
---	---	--



NOTICE OF INTENT TO AWARD

November 1, 2024

BID No: 1993; Collection, Transportation & Disposal of Liquid Sewage Sludge

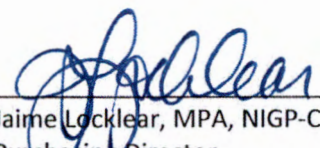
St. Johns County hereby issues this Notice of Intent to Award to Revinu, Inc., as the lowest, responsive, responsible Bidder under the above referenced Invitation for Bids.

Any actual Bidder, Proposer or Supplier who is aggrieved in connection with the Notice of Intent to Award a Contract, where such grievance is asserted to be the result of a violation of the requirements of the St. Johns County Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest to the Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

Should no Protest be received in response to this Notice the County will proceed with award of a Contract in accordance with SJC Purchasing Policy.

Please forward all correspondence, requests or inquiries directly to Jennifer McDaniel, Procurement Coordinator, via email at jmcdaniel@sjcfl.us or phone at (904) 209-3270.

St. Johns County, FL
Board of County Commissioners
Purchasing Department



Jaime Locklear, MPA, NIGP-CIPP, CPPO, CPPB
Purchasing Director
jlocklear@sjcfl.us
(904) 209-0158 - Direct

Date: 11/1/24

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

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

DATE SUBMITTED: 10/22/2024

BID PROPOSAL OF

Revinu, Inc.

Full Legal Company Name

4050 Dundee Rd, Winter Haven FL 33884

863-656-5405

Mailing Address

Telephone Number

Bidders: Having become familiar with requirements of the Service as specified herein, and having carefully examined the IFB Documents and Specifications entitled for IFB 1993; Collection, Transportation & Disposal of Liquid Sewage Sludge in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision associated with performing all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

Bidders must identify below a licensed and permitted Disposal Site for Disposal of Sewage Sludge in the event the County Sites are unable to accept Sewage Sludge.

Name of Disposal Site Integrated Water Systems, LLC

Disposal Site must be up to date on all environmental policies, regulatory compliances and provide compliance documentation and must have a current and active permit with the Florida Department of Environmental Protection (FDEP).

TOTAL ANNUAL BID PRICE:

A. Unit price per gallon for sludge collected from WWTF and transported for disposal:

Unit price PER GALLON: \$ 0.189 X 350,000 Gallons = \$ 66,150.00

B. Unit price per gallon for sludge collected from SR 207 WWTF and transported to AI WWTF

Unit Price PER GALLON: \$ 0.0375 X 750,000 Gallons = \$ 28,125.00

C. Unit Price per gallon transported from Marsh Landing WWTF to Players Club WRF

Unit Price PER GALLON: \$ 0.0375 X 1,800,000 Gallons = \$ 67,500.00

E. Unit price per Gallon for sludge transported from the Hastings WWTF to the AI WWTF and/or NW WRF

Unit Price per wet ton: \$ 0.046 x 750,000 Gallons = \$ 34,500.00

F. Total Annual Bid Price: \$ 196,275.00

Total Annual Bid Price

The quantities above are estimates for the purpose of bidding, and are not guaranteed.

The Annual Price submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the services required by this Contract.

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

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the IFB Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

CORPORATE/COMPANY

Full Legal Company Name: Revinu, Inc. (Seal)

By:  Donna Christiano, CFO
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 4050 Dundee Rd, Winter Haven FL 33884

Telephone No.: 863 656-5405 Fax No.: 863 656-5399

Email Address for Authorized Company Representative: dchristiano@revinu.com

Federal I.D. Tax Number: 83-2532690

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this IFB and submitted with each copy of the Bid Proposal.

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida

COUNTY OF Lee

The Undersigned authority, Donna Christiano ("Affiant"), who being duly sworn, deposes and states that he/she is the Chief Financial Officer (Title) of the Bidder Revinu, Inc. (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for IFB 1993 Collection, Transportation & Disposal of Liquid Sewage Sludge, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their 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. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder 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.

DATED this 22nd day of October, 2024.



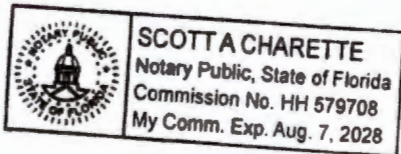
Signature of Affiant


Donna Christiano
Printed Name of Affiant

Chief Financial Officer
Printed Title of Affiant

Revinu, Inc.
Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 22nd day of October, 2024, by Donna Christiano, who is personally known to me or has produced Personally Known as identification.





Notary Public
My Commission Expires: 8-7-2028

ATTACHMENT "C"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

ATTACHMENT "D"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, IFB) Number/Description: IFB No 1734; Collection, Transportation & Disposal of Liquid Sewage Sludge

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 Bidder 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 Bidder, 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 Bidder: Revinu, Inc.

Authorized Representative(s):



Signature

Donna Christiano, CFO

Print Name/Title

Signature

Print Name/Title

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

ATTACHMENT "E"
DRUG-FREE WORKPLACE FORM

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

Revinu, Inc. _____ 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 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

10/22/2024

Date

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

ATTACHMENT "F"
CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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 contract 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.

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 If yes, please explain in detail:

6. For all claims filed against your company within the past five (5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes ___ No ___
If no, please explain why?

N/A

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

N/A

Liquidated Damages

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

(Use additional or supplemental pages as needed)

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE


ATTACHMENT "G"
NON-COLLUSION CERTIFICATION

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

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

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): Donna Christiano

SIGNATURE: 

TITLE: CFO

DATE: 10/22/2024

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Revinu, Inc.

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

ATTACHMENT "H"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Lee

I, Donna Christiano (hereinafter "Affiant"), being duly authorized by and on behalf of Revinu, Inc. (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor 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. IFB 1993 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor 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 Contractor 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. Contractor 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. Contractor 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 Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 22nd day of October, 2024.

DC

Signature of Affiant

Donna Christiano

Printed Name of Affiant

CFO

Printed Title of Affiant

Revinu, Inc.

Full Legal Name of Bidder

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 22nd day of October, 2024, by Donna Christiano, who is personally known to me or has produced personally known as identification.



Scott A. Charette
Notary Public
My Commission Expires: 8-7-2028



ADDENDUM #1

September 25, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1993; Collection, Transportation & Disposal of Liquid Sewage Sludge

This Addendum #1 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the IFB Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Is there a disposal fee at the designated wastewater treatment plants where the liquid sludge will be delivered?
Answer: SJC does not charge a fee when transporting internal sludge from one County owned facility to another County owned facility.
2. How often do these designated delivery sites turn away deliveries that an outside source will need to be used?
Answer: The SJC liquid sludge facility seldom breaks down nor back-ups but there is that possibility. The County has made it mandatory that the winning contractor have a facility established for those circumstances.
3. Is a bid bond required?
Answer: No bond is required the County required insurance is sufficient.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, OCTOBER 16, 2024, AT 2:00PM ESDT

Bidder Acknowledgment:

Signature of Authorized Representative

Donna Christiano, CFO

Printed Name/Title Authorized Representative

Revinu, Inc.

Respondent Company Name

END OF ADDENDUM NO. 1



ADDENDUM #2

September 30, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department

Subject: IFB No: 1993; Collection, Transportation & Disposal of Liquid Sewage Sludge

This Addendum #2 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the IFB Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the IFB Documents:

1. Per House Bill 7086, the attached Affidavit must be completed and signed by all Bidders, Proposers, Respondents, Contractors and Consultants. Please sign the attached Affidavit and return it with the Bid Packet.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, OCTOBER 16, 2024, AT 2:00PM EST

Bidder Acknowledgment:

Signature of Authorized Representative

Donna Christiano, CFO

Printed Name/Title Authorized Representative

Revinu, Inc.

Respondent Company Name

END OF ADDENDUM NO. 2

Affidavit Regarding the Use of Coercion for Labor and Services

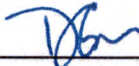
Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute.

As an officer or authorized representative of Contractor, certify that the company identified below does not, for labor or services:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare and affirm that I have read the foregoing document and that the facts stated in it are true and correct.

DATED this 18th day of October, 2024.



Signature of Affiant

Donna Christiano

Printed Name of Affiant

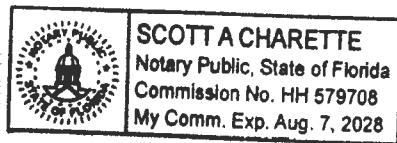
CFO

Printed Title of Affiant

Revinu, Inc.

Full Legal Name Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 22nd day of October, 2024, by Affiant, who is personally known to me or has produced personally known as identification.



Notary Public

My Commission Expires: 8-7-2028



ADDENDUM #3

September 30, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1993; Collection, Transportation & Disposal of Liquid Sewage Sludge

This Addendum #3 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the IFB Documents.

Questions/Answers:

The County provides the following answers to the questions submitted below:

1. Is there a budget or engineers estimate for the project?
Answer: The Department believes the liquid hauling would be between \$250-\$400k, per year but shall not guarantee that in any given year.
2. Can you please provide the detailed past bid tabulation for the services in the solicitation?
Answer: This is a new solicitation and do not have past bid tabulations for this IFB.
3. Will The County add a line item to the Bid Form to compensate the contractor in the event that The County Sites are not available to accept sewage sludge. This event would cause us to have additional costs for transportation to the alternate site. (see below)

Bidders must identify below a licensed and permitted Disposal Site for Disposal of Sewage Sludge in the event the County Sites are unable to accept Sewage Sludge.

Name of Disposal Site _____

Disposal Site must be up to date on all environmental policies, regulatory compliances and provide compliance documentation and must have a current and active permit with the Florida Department of Environmental Protection (FDEP).

Answer: Yes, if you reference Page 17, OFFICIAL COUNTY BID FORM (BID PROPOSAL), under TOTAL ANNUAL BID PRICE: A. Unit price per gallon for sludge collected from WWTF and transported for disposal: Unit price PER GALLON: \$ _____ X 350,000 Gallons = \$ _____.
Unit pricing under (A) is where you put the price per gallon to transport the liquid sewage sludge to the Disposal Site you provide.

SUBMITTAL DEADLINE FOR BIDS REMAINS: WEDNESDAY, OCTOBER 16, 2024, AT 2:00PM EST

Bidder Acknowledgment:

Signature of Authorized Representative

Donna Christiano, CFO

Printed Name/Title Authorized Representative

Revinu, Inc.

Respondent Company Name

END OF ADDENDUM NO. 3



ADDENDUM #4

October 7, 2024

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: IFB No: 1993; Collection, Transportation & Disposal of Liquid Sewage Sludge

This Addendum #4 is issued for further Bidders' information and is hereby incorporated into the IFB Documents. Each Bidder must incorporate any and all revisions, clarifications, and/or supplemental information provided in all issued addenda with the submitted Bid. Bidders must submit a copy of each signed addendum with their Bid as provided in the IFB Documents.

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the IFB Documents:

1. The submittal deadline has been changed to Wednesday, October 23, 2024, at 2:00PM ESDT, due to the arrival of Hurricane Milton.

SUBMITTAL DEADLINE FOR BIDS IS HEREBY CHANGED TO: WEDNESDAY, OCTOBER 23, 2024, AT 2:00PM ESDT

Bidder Acknowledgment:

Signature of Authorized Representative

Donna Christiano, CFO

Printed Name/Title Authorized Representative

Revinu, Inc.

Respondent Company Name

END OF ADDENDUM NO. 4



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

Detail by Entity Name

Florida Profit Corporation

REVINU INC

Filing Information

Document Number P18000093372

FE/EIN Number 83-2532690

Date Filed 11/14/2018

State FL

Status ACTIVE

Principal Address

4050 Dundee Road
WINTERHAVEN, FL 33884

Changed: 03/19/2019

Mailing Address

4050 Dundee Road
WINTERHAVEN, FL 33884

Changed: 03/19/2019

Registered Agent Name & Address

ANDERSON, THOMAS M
12290 Treeline Ave
Fort Myers, FL 33913

Address Changed: 01/05/2022

Officer/Director Detail

Name & Address

Title President

Anderson, Thomas
4050 Dundee Road
Winter Haven, FL 33884

Title VP

Hatten, Gregory
4050 Dundee Road

Winter Haven, FL 33884

Title CFO

Christiano, Donna
4050 Dundee Road
Winter Haven, FL 33884

Title CEO

Anderson, Daniel
4050 Dundee Rd
Winter Haven, FL 33884

Annual Reports

Report Year	Filed Date
2022	01/05/2022
2023	03/30/2023
2024	03/05/2024

Document Images

03/05/2024 -- ANNUAL REPORT	View image in PDF format
03/30/2023 -- ANNUAL REPORT	View image in PDF format
01/05/2022 -- ANNUAL REPORT	View image in PDF format
03/30/2021 -- ANNUAL REPORT	View image in PDF format
03/18/2020 -- ANNUAL REPORT	View image in PDF format
12/02/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
03/19/2019 -- ANNUAL REPORT	View image in PDF format
11/14/2018 -- Domestic Profit	View image in PDF format

USDOT Number
 MC/MX Number
 Name
 Enter Value:

Company Snapshot
 SWEETWATER ENVIRONMENTAL INC
 USDOT Number 1064753

ID/Operations | Inspections/Crashes in US | Inspections/Crashes in Canada | Safety Rating

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQ](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)812-6680 or (703)288-4601 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#)

The information below reflects the content of the FMCSA management information systems as of 04/03/2023.

Other Information for this Carrier

- SMS Results
- Licensing & Insurance

Entity Type:	CARRIER-SHIPPER																																
Operation Status:	ACTIVE																																
Legal Name:	SWEETWATER ENVIRONMENTAL INC																																
DBA Name:	SEI																																
Physical Address:	4050 DUNCEE RD WINTER HAVEN, FL 33884																																
Phone:	(813) 656-5405																																
Mailbox Address:	4050 DUNCEE RD WINTER HAVEN, FL 33884																																
USDOT Number:	1064753	State Carrier ID Number:																															
MC/MXET Number(s):		SMS Number:	81-734-6694																														
Exempt Units:	29	Dates:	18																														
MCS-150 Form Date:	04-10-2023	MCS-150 Mileage Date:	1,107,326 (2022)																														
Operation Classification:	<input checked="" type="checkbox"/> Auth For Hire <input type="checkbox"/> Priv Pass (Non-business) <input type="checkbox"/> State Gov't <input type="checkbox"/> Exempt For Hire <input type="checkbox"/> Migrant <input type="checkbox"/> Local Gov't <input type="checkbox"/> Private(Property) <input type="checkbox"/> U S Mail <input type="checkbox"/> Indian Nation <input type="checkbox"/> Priv Pass (Business) <input type="checkbox"/> Fed. Gov't																																
Carrier Operation:	<input type="checkbox"/> Interstate <input type="checkbox"/> Intrastate Only (HM) <input checked="" type="checkbox"/> Intrastate Only (Non-HM)																																
MC/MX Operation:	<input type="checkbox"/> Interstate <input checked="" type="checkbox"/> Intrastate																																
Carrier Carrier:	<table border="0"> <tr> <td>General Freight</td> <td>Liquids/Gases</td> <td>Chemicals</td> </tr> <tr> <td>Household Goods</td> <td>Intermodal Cont.</td> <td>Commin/Max Dry Bulk</td> </tr> <tr> <td>Metal sheets, coils, rolls</td> <td>Passengers</td> <td>Refrigerated Food</td> </tr> <tr> <td>Motor Vehicles</td> <td>Offhigh Equipment</td> <td>Beverages</td> </tr> <tr> <td>Drive/Tow away</td> <td>Livestock</td> <td>Paper Products</td> </tr> <tr> <td>Lugs, Pales, Beams, Lumber</td> <td>Grain, Food, Hay</td> <td>Utilities</td> </tr> <tr> <td>Building Materials</td> <td>Coal/Colse</td> <td>Agricultural/Farm Supplies</td> </tr> <tr> <td>Mobile Homes</td> <td>Meat</td> <td>Construction</td> </tr> <tr> <td>Machinery, Large Objects</td> <td>Garbage/Refuse</td> <td>Water Well</td> </tr> <tr> <td>Fresh Produce</td> <td>US Mail</td> <td><input checked="" type="checkbox"/> 810 SOLIDS VIA STE</td> </tr> </table>			General Freight	Liquids/Gases	Chemicals	Household Goods	Intermodal Cont.	Commin/Max Dry Bulk	Metal sheets, coils, rolls	Passengers	Refrigerated Food	Motor Vehicles	Offhigh Equipment	Beverages	Drive/Tow away	Livestock	Paper Products	Lugs, Pales, Beams, Lumber	Grain, Food, Hay	Utilities	Building Materials	Coal/Colse	Agricultural/Farm Supplies	Mobile Homes	Meat	Construction	Machinery, Large Objects	Garbage/Refuse	Water Well	Fresh Produce	US Mail	<input checked="" type="checkbox"/> 810 SOLIDS VIA STE
General Freight	Liquids/Gases	Chemicals																															
Household Goods	Intermodal Cont.	Commin/Max Dry Bulk																															
Metal sheets, coils, rolls	Passengers	Refrigerated Food																															
Motor Vehicles	Offhigh Equipment	Beverages																															
Drive/Tow away	Livestock	Paper Products																															
Lugs, Pales, Beams, Lumber	Grain, Food, Hay	Utilities																															
Building Materials	Coal/Colse	Agricultural/Farm Supplies																															
Mobile Homes	Meat	Construction																															
Machinery, Large Objects	Garbage/Refuse	Water Well																															
Fresh Produce	US Mail	<input checked="" type="checkbox"/> 810 SOLIDS VIA STE																															

**POST IN A
CONSPICUOUS
PLACE**

**City of Plant City
EXPIRES 09/30/2025**

City ID Number: 3193
Parcel ID: 203248.0775

INTEGRATED WATER SYSTEMS LLC
12290 TREELINE RD
FORT MYERS, FL 33913-8513 USA

Physical Location:
4611 LYKES RD
PLANT CITY FL 33566-0002

BUSINESS TAX RECEIPT

By granting this tax receipt, the City is not assuring that the use meets the building code, zoning ordinances, or other regulatory ordinances of the City. Furthermore, this tax receipt does not permit the payee to violate any regulatory laws or ordinances of the State, County or City, or exempt the payee from any other licenses or permits that may be required by law.



Classification: 314

Description: ALL BUSINESS/OCCUPAT/VOCATIONS

Date Issued: 09/27/2024

COPY FOR YOUR RECORDS ONLY



**City of Plant City
EXPIRES 09/30/2025**

City ID Number: 3193
Parcel ID: 203248.0775

BUSINESS TAX RECEIPT

By granting this tax receipt, the City is not assuring that the use meets the building code, zoning ordinances, or other regulatory ordinances of the City. Furthermore, this tax receipt does not permit the payee to violate any regulatory laws or ordinances of the State, County or City, or exempt the payee from any other licenses or permits that may be required by law.

Classification: 314

Description: ALL BUSINESS/OCCUPAT/VOCATIONS

Date Issued: 09/27/2024

INTEGRATED WATER SYSTEMS LLC
12290 TREELINE RD
FORT MYERS, FL 33913-8513 USA

Physical Location:
4611 LYKES RD
PLANT CITY FL 33566-0002

Total Received.....\$105.00

19 d. Revinu Enterprises Customer References

Orange County Hamlin

8100 Presidents Drive

Suite D

Orlando, FL 32809

Contact: Kenneth Rivera, Wastewater Treatment Plant Manager

Tel: 321-239-4990

Email: Kenneth.Rivera@ocfl.net

Contract Annual Value: \$559,000

Contract Started: 2022

City of Orlando Conserve 1

400 South Orange Ave – 4th Floor

Orlando, FL 32802

Contact: Erick Rams, Wastewater Treatment Plant Manager

Tel: 407-516-1972

Email: erick.rams@cityoforlando.net

Contract Annual Value: \$300,000

Contract Started: 2017

Volusia County

123 W. Indiana Ave #A

Deland, FL 32720

Contact: Preston Collum, Wastewater Supervisor

Tel: 386-804-7786

Email: pcollum@volusia.org

Contract Annual Value: \$262,000

Contract Started: 2021

City of Homestead

551 SE 8th Street

Homestead, FL 33030

Contact: Tabitha Rodriguez, Administrative Assistant Public Works & Engineering

Tel: 305-224-4630

Email: trodriguez@homesteadfl.gov

Contract Annual Value: \$25,000

Contract Started: 2019



ST. JOHNS COUNTY, FL
 BID TABULATION

IFB NUMBER: IFB 1993; Collection, Transportation & Disposal
 AND TITLE of Liquid Sewage Sludge

OPENING DATE: 10/16/2024
 OPENED BY: J. McDaniel
 VERIFIED BY: S. Ashby
 POSTING DATE: 9/23/2024

BIDDERS	Total Annual Price	Responsive / Non-Responsive					
Vac it Up, LLC	\$382,500.00	Non-Responsive					
EnviroWaste Services Group, Inc.	\$2,477,500.00	Responsive					
H&H Liquid Sludge Disposal, Inc.	\$235,450.00	Responsive					
Merrell Bros, inc	\$539,715.00	Responsive					
Revinu, inc	\$196,275.00	Responsive					

Any actual Bidder who is aggrieved in connection with the Notice of Intent to Award, where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Purchasing Director. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

All public records shall become available for inspection and copying pursuant to Chapter 119, Florida Statutes.



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

INVITATION FOR BIDS NO: 1993

Collection, Transportation & Disposal of Liquid Sewage Sludge

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/index.aspx

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

TABLE OF CONTENTS

- I. General Terms and Conditions
- II. Scope of Services
- III. Official County IFB Form
- IV. Attachments:

Attachment "A" – ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

Attachment "B" – LICENSE/CERTIFICATION LIST

Attachment "C" – SUB-CONTRACTORS/SUPPLIER LIST

Attachment "D" – CONFLICT OF INTEREST DISCLOSURE FORM

Attachment "E" – DRUG-FREE WORKPLACE FORM

Attachment "F" – CLAIMS, LIENS. LITGATION HISTORY

Attachment "G" – NON-COLLUSION CERTIFICATION

Attachment "H" – E-VERIFY AFFIDAVIT

Sealed Bid Mailing Label

END OF TABLE OF CONTENTS

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

PART I – GENERAL TERMS AND CONDITIONS

1) DEFINITIONS

Terms used within this Invitation for Bids (“IFB”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), or as otherwise specifically defined herein. Any definition provided herein, shall govern over the definitions provided in the Policy.

2) PURPOSE & INTENT

The purpose for this IFB is to solicit Bids from qualified Bidders, for consideration in performing Aquatic Maintenance Services. The determination of award of services shall be made on the basis of cost, using the Annual Prices, which shall be stated in the Contract.

3) COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All applicable provisions of the Policy and associated procedures are incorporated into the IFB Documents by reference, and are fully binding. Bidders are required to submit their Bids, and to conduct their activities in accordance with the Policy and associated procedures.

4) BIDDER’S REPRESENTATION

By submitting a Bid, each Bidder represents and warrants that Bidder has read and understands all information and requirements provided herein, and that Bidder is familiar with and understands all conditions related to the work specified herein, and the submitted Bid is based upon all necessary considerations to perform the work in accordance with all specifications and requirements provided herein, or as otherwise provided in an Addendum. Bidder also represents that any and all costs associated with performing the specified work are included in the submitted Bid.

5) IFB DOCUMENTS

The IFB Documents are those documents which shall govern the solicitation, submittal, consideration and award of submitted Bid(s), which generally includes, but is not limited to: IFB Documents, Specifications, Plans, Drawings, and all issued Addenda.

IFB Documents may be obtained from www.demandstar.com or SJC Purchasing Department. The IFB Documents shall be used by Bidders to prepare their Bid for submittal. St. Johns County (“County”) shall not assume any responsibility for errors or misrepresentations resulting from the use of complete or incomplete sets of IFB Documents. The County, in making the IFB Documents available, do so only for the purpose of obtaining Bids for the specified purpose and do not confer a license or grant for any other use.

6) INTERPRETATION OR CORRECTION OF IFB DOCUMENTS

Bidders shall promptly notify the Designated Point of Contact of any ambiguity, inconsistency, or error which they may discover upon examination of the IFB Documents or of the site and local conditions. Bidders requiring clarification or interpretation of the IFB Documents shall make a written request to the Designated Point of Contact by or before the deadline for questions as provided herein.

An interpretation, correction or change of the IFB Documents will be made by Addendum. Interpretations, corrections, or changes of the IFB Documents made in any other manner will not be binding, and Bidders must not rely upon such interpretations, corrections, or changes. No change will be made to the IFB Documents by the County less than seven (7) days prior to the submittal deadline for Bids. The County, however, reserves the right to issue addendums at any time prior to the submittal deadline for Bids in order to serve the best interest of the County.

7) SUBSTITUTIONS

The materials, products and equipment described in the IFB 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 received by the Designated Point of Contact at least fourteen (14) calendar days

prior to the submittal deadline for 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 testing data, and 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 must also be included. The burden of proof of the merit of the proposed substitute is upon the proposer of the substitute. The Project Manager's approval or disapproval of a proposed substitution shall be final.

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

8) DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this IFB is Jennifer McDaniel, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Jennifer McDaniel, *in writing*, via email at jmcdaniel@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 Sherri Ashby, Procurement Coordinator at sashby@sjcfl.us.

9) LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Bidders **SHALL NOT** contact any staff member of the County, including members of the Board of County Commissioners, except the above referenced Designated Point of Contact with regard to this Invitation for Bids. Any such communication is a violation of the Policy and shall result in disqualification and removal from consideration for award under this IFB.

10) 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) EST on **Wednesday, October 2, 2024**, 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 Director or other designated County Representative.

11) ADDENDA

Any change, clarification, revision, deletion, additional documents or information provided by the County after broadcast of this IFB will be provided via Addendum and posted to Demandstar (www.demandstar.com) with the Bid Documents. All plan holders for this IFB will be notified of the posted addendum by Demandstar. Plan holders may access and download issued Addenda for inclusion in their submitted Bid. Bidders may also request issued addenda from the Designated Point of Contact, in writing. It is the responsibility of the Bidder to acquire any addenda issued by the County. The County is not responsible for a Bidder's failure to obtain any issued Addendum.

Bidders are responsible for incorporating any and all changes, clarifications, revisions, deletions, additional documents and information provided by Addendum into the submitted Bid. Failure by the Bidder to appropriately consider and incorporate the addenda into their submitted Bid may cause the submitted Bid to be considered non-responsive and removed from further consideration. It shall be the sole discretion of the Purchasing Manager or Director of Purchasing and Contracts to determine whether or not an Addendum is material to the submitted Bid, resulting in disqualification and removal from consideration for award.

Each Bidder shall acknowledge all issued Addenda in the submitted Bid in the space provided on the Official County Bid Form, and provide a copy of each Addendum, signed by the Bidder's authorized representative.

12) BID SUBMITTAL REQUIREMENTS

The Submittal Deadline for Bids shall be no later than two o'clock (2:00PM EST) on **Wednesday, October 16, 2024**. Bids must be submitted to: SJC Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.

Each Bidder must submit one (1) original hard copy, on the required forms provided herein, in a sealed envelope or container plainly marked with the Bidder's full legal company name, mailing address, and recite: "**IFB 1993 Collection, Transportation & Disposal of Liquid Sewage Sludge**". A mailing label has been provided herein for Bidders to use to identify their Bid.

All required forms and attachments, including the Official County Bid Form, must be completed, and all required information provided. Information must be typewritten or manually written in blue or black ink. Each Bid must include the Bidder's full legal company name, mailing address, telephone number, and must identify whether the Bidder is a sole proprietor, partnership, corporation or other legal entity. **The submitted Bid should NOT include a full copy of the IFB Documents.**

Bidder shall assume full responsibility for timely delivery of their submitted Bid at the location designated above for receipt of Bids. Bids shall be delivered to the designated location prior to the submittal deadline provided above, or as revised by addendum. Bids received after the established submittal deadline will not be considered and will be returned to the sender unopened.

All mail delivered to the County is processed through SJC Central Receiving. Bidders must factor the additional time for processing when mailing their submitted Bids to the County. Any Bids that are not delivered to the SJC Purchasing Department, by the deadline above, shall not be considered, even if the Bid is delivered to SJC Central Receiving prior to the deadline above. SJC Purchasing is not responsible for Bids that are delayed in delivery due to mail processing activities of the County's Central Receiving Office.

Additionally, the County is not responsible for Bids that are incorrectly labeled, addressed, mailed, or otherwise delivered to an incorrect location other than the SJC Purchasing Department. Any such Bid that is not received in the SJC Purchasing Department shall be returned to the Bidder, unopened.

Bidders must only submit one (1) Bid in response to this IFB. 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 numerals, and in the case of a discrepancy between the two, the amount expressed in words shall govern. Additionally, where there are annual prices and extended prices, the annual prices shall govern over extended pricing.

Any interlineations, alterations, or erasures by the Bidder on the Bid Form must be initialed by the signer of the Bid. Failure to do so may cause the Bid to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form, nor qualify the submitted Bid in any manner. To do so will classify the Bid as being non-responsive.

Any submitted Bid must be signed by an approved representative of the Bidder, legally authorized to bind the Bidder to a contract. In the event the Bid is signed by a representative who is not a principal of the Bidder, a Delegation of Authority Letter must be submitted with the Bid, stating the delegation of authority by principal(s), owner(s), or officer(s) of the Bidder for the signing representative. The delegation of authority must be signed by the principal/owner/officer of the Bidder, and must state the limits and duration of the delegation to the signing representative.

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

All Bids submitted in response to this IFB shall become the property of the County and will not be returned to the Bidders. In the event of an award, all documentation produced as part of the award shall become exclusive property of the County.

13) BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone or cancel this IFB, and/or resolicit Bids in order to serve the best interest of the County.

14) MODIFICATION OR WITHDRAWAL OF BID

A submitted Bid may not be modified, withdrawn or canceled by the Bidder after the submittal deadline specified herein.

Prior to the submittal deadline for Bids, a Bid submitted early may be modified or withdrawn only by written notice to the Designated Point of Contact. Upon notice from a Bidder to modify or withdraw a submitted Bid, provided such notice is received prior to the submittal deadline for Bids, the County shall return the Bid to the Bidder unopened. Any modified Bids must be submitted prior to the submittal deadline specified herein, in order to be considered.

15) COSTS INCURRED BY BIDDERS

Bidders are responsible for any and all costs associated with developing and submitting a Bid in response to this IFB. Additionally, Bidders are solely responsible for any and all costs associated with providing any subsequent information requested by the County, attending any meetings with the County, and any other activities related to this solicitation and subsequent award proceedings. It is expressly understood, no Bidder may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any Bidder, during the IFB process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Bidder.

16) CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, Bids received by or before the submittal deadline will be opened publicly, immediately after the submittal deadline provided herein. The Bid Tabulation shall be posted to DemandStar, upon verification of Bids and all information.

Rejection of Bids: The County reserves the right to reject any or all Bids that are not materially responsive to the requirements provided herein, or if it is determined to be in the best interest of the County. The County may also waive any minor formality or irregularity of any submitted Bid, provided the minor formality or irregularity does not materially impact the submitted Bid.

Bid Award: It is the intent of the County to award to the lowest, responsive, responsible Bidder, based upon the Total Annual Bid Price.

If an award is made, it will be made within ninety (90) days from the date of the Bid opening, unless stated otherwise in an Addendum. Submitted Bids must remain valid for a minimum of ninety (90) days from the date of the Bid opening, and shall be irrevocable during this time unless otherwise agreed to by the County.

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 the IFB re-advertised, in order to best serve the needs of the County.

17) FORCE MAJEURE

Bidder pledges to provide the specified services barring any delays due to Force Majeure events, which are those events not reasonably foreseeable and beyond the control of both the Supplier and County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, natural disasters, and other acts of God.

18) PROTESTS

Any actual Bidder who is aggrieved in connection with the Notice of Intent to award a Contract (Protestor), where such grievance is asserted to be the result of a violation of the requirements of the County's Purchasing Policy and associated procedures, or any applicable provision of law by the officers, agents, or employees of the County, may file a Protest with the Director of Purchasing & Contracts. The Protest must be submitted in writing, accompanied by a security in the form of a Protest Bond, by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award.

19) MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Bidders must meet in order to be considered responsible to perform the work specified in this IFB. Bidders must submit sufficient documentation in their Bid Submittal, to clearly demonstrate that the Bidder meets or exceeds the following minimum qualification requirements:

- a. Must have an active registration with the State of Florida, Department of State, Division of Corporations (www.sunbiz.org); and
- b. Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award;
- c. Proof of qualifications must be provided by completing and submitting **Attachment "B"** - License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.
- d. **Must submit a list of any and all relevant experience within the last three (3) years, performing services similar to those specified herein.** The list must include the Client's information, total contract value, and completion timeframes. The County reserves the right to check any and all references.
- e. Bidders to whom award of a contract is under consideration shall submit to the County, upon request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

FAILURE BY A BIDDER TO PROPERLY DEMONSTRATE MEETING OR EXCEEDING THE MINIMUM QUALIFICATIONS STATED ABOVE IN THEIR SUBMITTED BID SHALL BE GROUNDS FOR DISQUALIFICATION AND REMOVAL FROM FURTHER CONSIDERATION FOR AWARD. THE COUNTY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION REGARDING THE QUALIFICATIONS AND EXPERIENCE OF ANY BIDDER IN ORDER TO DETERMINE RESPONSIBILITY OF THE BIDDER TO PERFORM THE SPECIFIED SERVICES.

20) PRICING

The pricing specified in the awarded Contract(s) must remain firm for the Initial Term of the awarded Contract.

The awarded Contractor may request pricing adjustments to be considered by the County upon renewal of the Contract. Any requested pricing adjustments must be submitted to the County no less than 60 days prior to the anniversary of the Effective Date of the Contract after the Initial Term of three (3) years. The consideration for any price adjustment shall be based upon the current Consumer Price Index (CPI)- All Urban Consumers (CPI-U) but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested pricing adjustment. The Contractor is not permitted to combine and/or compound the requested increase in the following year to "make-up" for the previous years.

21) PAYEE MANAGEMENT SYSTEM

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants *even* if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the PaymentWorks system. If a Supplier has already registered within PaymentWorks, the registration does not have to be done again. However, in order to link the Supplier's current account with the County in PaymentWorks, the Supplier must provide the email to the person that is used on the Supplier's current account in PaymentWorks. The Supplier is responsible for completing the registration process for acceptance by the County, in order to receive any payments. The County **cannot** edit, input and/or bypass any portion of the registration for the Supplier. If there are any questions about this process, Suppliers can reach out to Joanie Chiarelli at jchiarelli@sjcfl.us or Kayla Miller at kmiller@sjcfl.us.

22) INVOICING/PAYMENTS

The Contractor shall invoice the SJC Road & Bridge Division, by or before the tenth (10th) of each month for services

satisfactorily performed in the previous 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.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

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

St. Johns County Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

All invoices shall contain, at a minimum, the following information:

- Contractor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Price of product, Total Price of Invoice
- Description of Services Performed

Invoices shall not include separate charges for transportation, mileage, or any other miscellaneous charges. Any invoices received that contain additional costs not approved by the Contract shall go unpaid until corrected invoices are submitted by the Contractor.

23) SUB-CONTRACTORS

Each Bidder must complete and submit **Attachment "C"**, provided herein, to list any and all Sub-Contractors proposed to perform any portion of the specified Services. If no Subcontractors or major material suppliers are required, so state there on.

Bidder must include with the completed **Attachment "C"**, any and all documentation necessary to demonstrate to the County's satisfaction, the qualifications and capabilities of the proposed Sub-Contractors as it pertains to the portion of Services they're proposed to perform.

Prior to the award of the Contract, the County will notify the Bidder in writing if 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 may then, at its option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, or Supplier, due to previously documented service 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 services for which they were proposed and accepted and shall not be changed except with the written approval of the County.

24) COOPERATIVE OR PIGGYBACK PURCHASE

Bidders agree that any award made under this IFB constitutes a bid price which may be utilized by any State, County, municipality, or Political Subdivision in the State of Florida under the same terms, process and validity period as this IFB, should the awarded Bidder deem it in their best interest to do so.

25) AWARD AGREEMENT

Unless otherwise provided in the IFB Documents, the awarded Contract will be written on the St. Johns County General Services Agreement. The intent of the County is to enter into a three (3) year contract with one (1) optional two (2) year renewal period, exercisable by the County, at the discretion of the County, for performance of the specified Services.

26) EXECUTION OF CONTRACT DOCUMENTS

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

27) INDEMNIFICATION

Awarded 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.

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 performance of the Services.

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.

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 11.2 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.

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

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.

Contractor shall further indemnify and hold harmless the County its officers and employees from and against all Claims arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Services or resulting from the incorporation in the Services of any invention, design, process, product, or device not specified in the Contract Documents and shall defend such Claims in connection with any alleged infringement of such rights.

28) CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

A. 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.

B. Compliance with Occupational Safety and Health Act:

Contractor certifies that all material, equipment, services, etc., furnished in this IFB 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.

C. 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.

29) TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification of any and all items on non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor. In the event the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract, the County may terminate the Contract, for cause.

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

If, at any time within the first year of the Initial Term, the Contract with the awarded Contractor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, enter into a Contract with the second lowest, responsible, responsive Bidder, to perform the remaining Services for that remainder of the Initial Term to prevent a gap in Services for the County, if it serves the best interest of the County to do so.

30) TAXES

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

31) INSURANCE

The Contractor shall not commence services under this Contract 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 satisfactory to

the County and shall be issued by companies authorized and duly licensed to transact business in the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the execution of this Contract. 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 Services including Warranty Work.

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.

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 Contract.

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

The Contractor shall procure and maintain during the life of this Contract, Commercial 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.

The Contractor shall procure and maintain during the life of this Contract, Commercial 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.

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

Contractors Pollution (Environmental) Legal Liability and/or Error & Omissions applicable to the work to be performed, with limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the entity requires and shall be entitled to the broader coverage and of the higher limited provided by the Contractor.

The required insurance limits identified above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy.

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.

32) 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.

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

33) 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 July 1, 2023.

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.

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.

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.

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.

34) EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting Bidder shall be required to comply with all aspects of the American's Disabilities Act (ADA) during the performance of the services.

35) PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body shall not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

36) COMPLIANCE WITH FLORIDA STATUTE 287.138

- A. Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Consultant access to personal identifiable information if: 1) the Contractor is owned by the government of a Foreign Country of Concern (as defined by the statute: (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Agreement with liability to ensure the County's continued compliance with the statute.
- B. Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County

prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County

37) PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services.
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

PART II – SCOPE OF SERVICE

The Contractor shall be responsible for the collection, transportation and possible disposal of sewage sludge as defined in 40 CFR 503 and 62-640 FAC. All services performed by the Contractor must comply with any and all local, state, and federal regulations and laws.

Contractor must have the ability to connect to a 4" cam lock stub outs and have the capability to pump into and out of the transport vehicle. Contractor's hauler must provide a receipt to each facility stating the following:

1. Facility name
2. Permit number
3. Date
4. Time
5. Quantity
6. Hauler's name

*Must be signed by SJC Facility Operations personnel.

The Contractor shall provide necessary information and assistance, as required, to meet the requirements contained within permits issued to St. Johns County by the United States Environmental Protection Agency (EPA) and the Florida Department of Environmental Protection Agency (FDEP).

Must be in good standing with the Florida Department of Environmental Protection Wastewater Residuals Section, and provide documentation from FDEP proving compliance with current/active permits:

- Hastings WRF Permit # FL0042315
- Sr 207 Permit # FL0117471
- NW WRF Permit # FL0670651
- AI WWTF Permit #FL0038831
- Marsh Landing WWTF Permit # FL0044253

The Contractor shall transport the sewage sludge between the locations listed below but if at any time one and/or all SJC dump location are unable to accept sewage sludge the Contractor shall be responsible to transport the sewage sludge to either a different SJC dump site or the Contractor's identified disposal site, at no additional expense to the County. Any adjustment to the drop off location shall be coordinated through an authorized County representative. If SJC locations are unable to receive sewage sludge, the authorized County representative will notify Contractor, prior to pick-up that the sewage sludge shall be transported to a fully licensed Disposal Site, that has been identified by the Contractor and approved by the County.

- Marsh Landing WWTF shall be hauled to the Players Club WRF
- SR 207 WWTF shall be hauled to the AI WWTF
- Hastings WWTF shall be hauled to the AI WWTF and/or NW WRF

Bidders must provide an active Florida Department of Environmental Protection (FDEP) Permit for a Disposal Facility that is not a SJC County Wastewater Facility.

SJC Authorized Representative shall monitor the sludge tanks daily and shall notify Contractor once the sludge tanks are close to capacity and ready to be picked up. The Contractor must transport the sewage sludge within 24 hours of being notified to pick up. Any and all changes to pick-up or drop off locations shall be communicated by phone through a SJC Facility Supervisor.

Must be able to pick-up Monday through Friday between the hours of 7:00AM to 3:00PM.

LIQUID SEWAGE SLUDGE

Sewage sludge is the residual that is produced as a by-product during sewage treatment of industrial or municipal wastewater.

LOCATIONS

There are three (3) primary locations for SJCUD wastewater treatment plant which produce liquid sludge that the contractor will collect and haul. These wastewater treatment plants are located at the following addresses:

Marsh Landing WWTF 166 Marsh Cove Dr Ponte Vedra Beach, FL 32082 Permit # FL0044253	SR 207 WWTF 4428 Golf Ridge Dr Elkton, FL 32033 Permit # FL0117471	Hastings WWTF 819 North Main Street Hastings, FL 32145 Permit # FL0042315
---	--	---

There are three (3) primary locations for SJCUD wastewater treatment plant where the contractor will deliver liquid sludge. These wastewater treatment plants are located at the following addresses:

Players Club WRF 1100 ATP Tour Blvd Ponte Vedra Beach, FL 32082 Permit # FL0044245	AI WWTF 860 West 16 th street St, Augustine, FL 32080 Permit #FL0038831	NW WRF 10275 St. Johns Pkwy St. Augustine, FL 32092 Permit # FL0670651
--	--	--

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address Telephone Number

Bidders: Having become familiar with requirements of the Service as specified herein, and having carefully examined the IFB Documents and Specifications entitled for **IFB 1993; Collection, Transportation & Disposal of Liquid Sewage Sludge** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision associated with performing all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

Bidders must identify below a licensed and permitted Disposal Site for Disposal of Sewage Sludge in the event the County Sites are unable to accept Sewage Sludge.

Name of Disposal Site _____

Disposal Site must be up to date on all environmental policies, regulatory compliances and provide compliance documentation and must have a current and active permit with the Florida Department of Environmental Protection (FDEP).

TOTAL ANNUAL BID PRICE:

A. Unit price per gallon for sludge collected from WWTF and transported for disposal:

Unit price PER GALLON: \$ _____ X 350,000 Gallons = \$ _____

B. Unit price per gallon for sludge collected from SR 207 WWTF and transported to AI WWTF

Unit Price PER GALLON: \$ _____ X 750,000 Gallons = \$ _____

C. Unit Price per gallon transported from Marsh Landing WWTF to Players Club WRF

Unit Price PER GALLON: \$ _____ X 1,800,000 Gallons = \$ _____

E. Unit price per Gallon for sludge transported from the Hastings WWTF to the AI WWTF and/or NW WRF

Unit Price per wet ton: \$ _____ x 750,000 Gallons = \$ _____

F. Total Annual Bid Price: \$ _____

Total Annual Bid Price

The quantities above are estimates for the purpose of bidding, and are not guaranteed.

The Annual Price submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the services required by this Contract.

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

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the IFB Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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

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

Address: _____

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

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____

INDIVIDUAL

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

Address: _____

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

Email Address: _____

Federal I.D. Tax Number: _____

Each Bidder must submit all required forms and attachments. Failure to submit any required document may be grounds for disqualification due to non-responsiveness.

Submittal Requirements: Official County Bid Form, and all Attachments must be completed; along with a fully acknowledged copy of each Addendum applicable to this IFB and submitted with each copy of the Bid Proposal.

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

ATTACHMENT "A"
ST. JOHNS COUNTY AFFIDAVIT

Bidder shall complete and submit a sworn statement as part of the submitted Bid. This sworn statement shall be an Affidavit in the following form, executed by an officer/principal of the Bidder, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____

COUNTY OF _____

The Undersigned authority, _____ ("Affiant"), who being duly sworn, deposes and states that he/she is the _____ (Title) of the Bidder _____ (Full Legal Name of Bidder) submitting the attached Bid for the services provided in the IFB Documents for **IFB 1993 Collection, Transportation & Disposal of Liquid Sewage Sludge**, in St. Johns County, Florida.

The Affiant further states that no more than one Bid for the above-referenced project will be submitted from the Bidder, the Affiant, their 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. Affiant also states that neither he/she, the firm, association nor corporation of the Bidder 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.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Bidder

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

Notary Public

My Commission Expires: _____

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

**ATTACHMENT "C"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS**

Bidder shall submit any and all sub-contractors and/or major material suppliers proposed to perform any portion of the Work for review/approval by the County. Bidder shall attach any and all applicable licenses or certifications held by the proposed sub-contractor/supplier related to the portion of the Work for which they are proposed, as stated below. All subcontractors/suppliers are subject to the approval of the County.

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

ATTACHMENT "D"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, IFB) Number/Description: IFB No 1734; Collection, Transportation & Disposal of Liquid Sewage Sludge

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 Bidder 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 Bidder, 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 Bidder: _____

Authorized Representative(s):

Signature

Print Name/Title

Signature

Print Name/Title

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

ATTACHMENT "E"
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 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

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

ATTACHMENT "F"
CLAIMS, LIENS, LITIGATION HISTORY

Bidders must complete all questions below and provide information requested as applicable. Failure to appropriately complete the questions below, or provide requested information may be grounds for disqualification. Any material misrepresentation of information may also be grounds for disqualification.

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 contract 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)

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

**ATTACHMENT "G"
NON-COLLUSION CERTIFICATION**

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

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

Handwritten Signature of Authorized Principal(s) of Bidder:

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

IFB 1993 COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE

ATTACHMENT "H"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

1. Contractor 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., Contractor 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 Contractor 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. Contractor 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. Contractor 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 Contractor further understands and agrees that in the event of such termination, Contractor 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 Bidder


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

Notary Public
My Commission Expires: _____

SEALED BID MAILING LABEL

**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.:	IFB NO: 1993
IFB TITLE:	COLLECTION, TRANSPORTATION & DISPOSAL OF LIQUID SEWAGE SLUDGE
DUE DATE/TIME:	By 2:00PM – October 16, 2024
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine FL 32084



END OF DOCUMENT