

RESOLUTION NO: 2017 - 61

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD AND EXECUTE AN AGREEMENT FOR BID NO: 17-20 RESTROOM CLEANING SERVICES FOR ST. JOHNS COUNTY BEACHS.

RECITALS

**WHEREAS**, the County desires to enter into a contract with New Venture of Jacksonville, Inc. DBA High Tech Commercial Cleaning to perform restroom cleaning services at the beaches for the St. Johns County Building Operations; and

**WHEREAS**, the scope of the service shall include providing all labor, equipment, cleaning supplies, transportation, and supervision required to clean restrooms as required in the scope of work in the bid document; and

**WHEREAS**, through the County's formal bid process, New Venture of Jacksonville, Inc. DBA High Tech Commercial Cleaning was the lowest bidder, and was determined to be a responsive, responsible bidder to enter into a contract with the County to perform the work referenced above; and

**WHEREAS**, the contract is being funded by the SJC CAT III Recreation; and

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No: 17-20 to New Venture of Jacksonville, Inc. DBA High Tech Commercial Cleaning.

Section 3. The County Administrator, or designee, is further authorized to execute a contract in substantially the same form and format as attached hereto to New Venture of Jacksonville, Inc. DBA High Tech Commercial Cleaning on behalf of the County for restroom cleaning services as specifically provided in the Bid Documents for Bid No 17-20.

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 21<sup>st</sup> day of February, 2017.

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

By: \_\_\_\_\_  
James K. Johns, Chair

ATTEST: Hunter S. Conrad, Clerk  
By: Ram Haltermen  
Deputy Clerk

REVISION DATE 2/23/17





**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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

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**TO:** Katie Diaz, Building Operations Superintendent  
**FROM:** Leigh Daniels, CPPB, Senior Buyer *[Signature]*  
**SUBJECT:** Transmittal of Bids Received for Bid No. 17-20, Restroom Cleaning Services for SJC  
Beaches  
**DATE:** December 21, 2016

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

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

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

Department Head Approval *[Signature]* \_\_\_\_\_

Date 1/25/17 \_\_\_\_\_

Budget Amount 57,780 \_\_\_\_\_

Account Funding Title \_\_\_\_\_

Funding Charge Code 1146-53710 \_\_\_\_\_

Award to High Tech Commercial Cleaning \_\_\_\_\_

Award Amount 57,780 \_\_\_\_\_

ST JOHNS COUNTY

JAN 25 '17

PURCHASING

**ST. JOHNS COUNTY  
BID TABULATION**

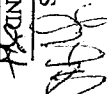
**BID TITLE**

RESTROOM CLEANING SERVICES FOR SIC BEACHES

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

OPENED BY

LEIGH DANIELS




**BID NUMBER**

17-20

DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

TABULATED BY  
VERIFIED BY

LEILA HARTLAND



**OPENING DATE/TIME**

December 21, 2016 2:00 PM

ST. JOHNS COUNTY, A WRITTEN NOTICE OF OR INTENT

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

**POSTING DATE/TIME**

12/21/16 3:00 PM

12/28/16 3:00 PM

HOLDAYS) AFTER THE POSTING OF THE BID TABULATION

PAGE (S) 1 of 1

PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

BIDDERS	TOTAL ANNUAL BID PRICE	BID BOND	ADDENDUM # 1					
AMASONS	\$367,221.60	YES	YES					
HIGH TECH COMMERCIAL CLEANING	\$57,780.00	YES	YES					

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

BID NO: 17-20

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT: Restroom Cleaning Services for SJC Beaches

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

DATE SUBMITTED: 12/21/16

BID PROPOSAL OF

New Venture of Jacksonville, Inc., DBA High Tech Commercial Cleaning  
Full Legal Company Name

8130 Baymeadows Circle W. Suite 306, Jacksonville, FL 32256, 904-732-7270 / 904-731-1858  
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 17-20: Restroom Cleaning Services for SJC Beaches in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

TOTAL ANNUAL PRICE BID:

FOR: Restroom Cleaning Services for SJC Beaches

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

\$ 57,780.<sup>00</sup>

Total Annual Price Bid Written in Numerals

Fifty seven thousand, seven hundred eighty dollars / 100  
Total Annual Price Bid Written in Words

Each Bidder shall insert the Total Annual Price Bid in both numerals and words. If there is a discrepancy, the amount written in words shall prevail as the correct bid amount. Bidders shall use the unit prices submitted on Attachment "A" - Unit Price List, on subsequent pages to calculate the Total Annual Price Bid.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

In the event of a discrepancy, the County shall calculate the Total Annual Price Bid using the submitted unit prices to determine the lowest, responsive, responsible bidder.

**ATTACHMENT "A"**

**UNIT PRICE LIST PER CLEANING**

Each Bidder shall submit the unit prices for each location as provided below. These unit prices shall dictate the annual bid price submitted on the Official County Bid Form on p. 14 above. Failure to submit unit prices for any included site may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Prices submitted below for additional, as needed, services at the specified locations.

1	Micklers Landing	1109 Ponte Vedra Blvd	\$22.50	\$403.00	\$4,836.00
2	South Ponte Vedra	2993 S Ponte Vedra Blvd	\$18.75	\$336.00	\$4,032.00
3	Usina Boat Ramp	603 Euclid Ave	\$15.00	\$270.00	\$3,240.00
4	North Beach Park	3721 Coastal Highway	\$17.50	\$314.00	\$3,768.00
5	Surfside	3070 Coastal Highway	\$15.00	\$270.00	\$3,240.00
6	Vilano Beach Pavilion	2752 Anahma Dr.	\$15.00	\$270.00	\$3,240.00
7	Vilano Pier Pavilion	260 Vilano Rd	\$17.50	\$314.00	\$3,768.00
8	SJC Ocean Pier	2106 A1A Beach Blvd	\$27.50	\$492.00	\$5,904.00
9	SJC Ocean Pier	2106 A1A Beach Blvd	\$37.50	\$669.00	\$8,028.00
10	Windswept Acres	210 Mickler Rd	\$18.75	\$336.00	\$4,032.00
11	Butler West	399 Riverside Blvd	\$18.75	\$336.00	\$4,032.00
12	Butler East	5860 A1A South	\$23.75	\$425.00	\$5,100.00
13	Crescent Beach Park	6930 A1A South	\$21.25	\$380.00	\$4,560.00

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

No.:	<u>1</u>	Date Received	<u>12/12/16</u>
No.:		Date Received	
No.:		Date Received	

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the Total Annual Price Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: New Venture of Jacksonville, Inc., DBA High Tech Commercial Cleaning (Seal)

By: Teri-Lynne Brown  
Signature of Authorized Representative

Teri-Lynne Brown, Sales Executive  
(Name & Title typed or printed)

By: [Signature]  
Signature of Authorized Representative

Tony Vogel, General Manager  
(Name & Title typed or printed)

Address: 8130 Baymeadows Circle West, Suite 306, Jacksonville, FL 32256

Telephone No.: (904) 732-7270

Fax No.: (904) 731-1858

Email Address for Authorized Company Representative: teri.brown@htccleaning.com

Federal I.D. Tax Number: 59-3708254

DUNS #: 039791848  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: ( ) \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" - Unit Price List Per Cleaning
  - Attachment "B" - Affidavit
  - Attachment "C" - Certificate as to Corporate Principal
  - Attachment "D" - License / Certification List
  - Attachment "E" - List of Sub-Contractors
  - Attachment "F" - Jessica Lunsford Act Form
  - Conflict of Interest Form
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

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

ATTACHMENT "B"

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

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Teri-lynn Brown who being duly sworn, deposes and says he is Sales Executive (Title) of the firm of High Tech Commercial Cleaning Bidder submitting the attached proposal for the services covered by the bid documents for Bid No. 17-20, Restroom Cleaning Services for SJC Beaches, in St. Johns County, Florida.

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

High Tech Commercial Cleaning  
(Bidder)

By: Teri-lynn Brown  
Sales Executive  
(Title)

Sworn and subscribed to me this 19<sup>th</sup> day  
of December, 2016.

Notary Public:  
Heather Taylor

Signature Heather Taylor

Printed

My commission Expires: 04/23/2017

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







**2016-2017 BUSINESS TAX RECEIPT**  
**MICHAEL CORRIGAN, DUVAL COUNTY TAX COLLECTOR**  
 231 E. FORSYTH STREET, SUITE 130, JACKSONVILLE, FL 32202-3370  
 Phone: (904) 630-1816, option 3; Fax: (904) 630-1432  
 Website: www.coj.net/tc; Email: taxcollector@coj.net

Note – A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business.  
 This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period  
 October 1, 2016 through September 30, 2017.

HIGH TECH COMMERCIAL CLEANING  
 ELLEN PEARCE, OWNER  
 8130 W BAYMEADOWS CIR  
 STE 0306  
 JACKSONVILLE, FL 32256-1837

**ACCOUNT NUMBER:** 35573  
**LOCATION ADDRESS:** 8130 W BAYMEADOWS CIR STE 306  
 JACKSONVILLE, FL 32256-1837

**DESCRIPTION:** PUBLIC SERVICE OR REPAIR, NOT SPEC **STATE LICENSE NO.:**

**COUNTY RECEIPT DESC:** PUBLIC SERVICE OR REPAIR, NOT SPEC **COUNTY TAX:** 50.00  
**MUNICIPAL RECEIPT DESC:** MC 772.326-15 **MUNICIPAL TAX:** 86.25  
**TOTAL TAX PAID:** 136.25

VALID UNTIL September 30, 2017

**\*\*\*ATTENTION\*\*\***

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.**  
**CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

*Michael Corrigan, J.*

TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**

PAID-4094386.0001-0001 Y01 08/05/2016 136.25

THIS RECEIPT IS ISSUED PURSUANT TO COUNTY ORDINANCE 87-36

# 2016/2017 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT 62504

September 30, 2017

TYPE OF BUSINESS: 000224 CLEANING SERVICE  
BUSINESS ADDRESS: 8130 BAYMEADOWS CIRCLE W STE 306  
OUT OF AREA, FL 32256

BUSINESS NAME: HIGH TECH COMMERCIAL CLEANING  
OWNER: NEWVENTURE OF JACKSONVILLE INC  
MAILING ADDRESS: 8130 BAYMEADOWS CIR WEST STE 306  
JACKSONVILLE, FL 32256

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED  
PAID-8149697-0001-0001 501 08/04/2016 22.00

X NEW BUSINESS TRANSFER ORIGINAL TAX	22.00
AMOUNT	22.00
PENALTY	.00
COLLECTION COST	
TOTAL	22.00

**DENNIS W. HOLLINGSWORTH**  
**ST. JOHNS COUNTY TAX COLLECTOR**  
This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise, agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.



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

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

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

for New Venture of Jacksonville, Inc. DBA High Tech Commercial Cleaning whose business  
(Print Name of entity submitting sworn statement)

address is 8130 Baymeadows Circle West, Suite 306  
Jacksonville, FL 32256

and its Federal Employer Identification Number (FEIN) is 59-3708254. If the entity has no FEIN, include the Social Security Number (SSN) of the individual signing this sworn statement and so indicate.

2. I, Tony Vogel, General Manager, am duly authorized to make this sworn statement on  
(Print individual's name and title)

behalf of New Venture of Jacksonville, Inc. DBA High Tech Commercial Cleaning  
(Print Name of entity submitting sworn statement)

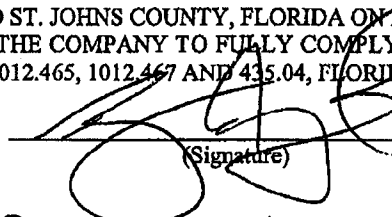
3. I understand that during the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act (hereinafter "The Act" or "Act") was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005.
4. I understand that the Act amended the background screening requirements of Section 1012.465, Florida Statutes (2004) for all non-instructional school district employees or "contractual personnel" by requiring all non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present to undergo and pass "level 2 background screening", and further, I understand the Act defines "contractual personnel" to include any vendor, individual, or entity under contract to perform services on school grounds.
5. I understand that pursuant to Section 1012.465, Florida Statutes, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in Sections 1012.32 and 435.04, Florida Statutes.
6. I further understand that Section 1012.467, Florida Statutes (2007) requires a fingerprint-based criminal history check for all "non-instructional contractors," which is defined as any individual who received remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. "Non-instructional contractor" includes any employee of a contractor who performed services for the school district or the school under the contract and any subcontractor and its employees who are permitted access to school grounds when students are present, whose performance of the contract with the school or school board are not anticipated to result in direct contact with students, and for whom anticipated contact would be infrequent and incidental.
7. I understand that as a Private Contractor (e.g. A private contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business on any school grounds within St. Johns County, Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.
8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and non-instructional

contractors must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

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

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

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

  
\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this 19<sup>th</sup> day of December, 2016  
Personally known X  
OR Produced Identification \_\_\_\_\_  
Notary Public - State of Florida  
personally known  
(Type of Identification)  
My commission expires 04/23/2017

Heather Taylor  
(Printed typed or stamped commissioned name of notary public) 

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

Project (BID # 17-20) Number/Description: Restroom Cleaning Services for SJC Beaches

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 consultant's/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.

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

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

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

Please check the appropriate statement:



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



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

Legal Name of Respondent:

New Venture of Jacksonville, Inc., DBA High Tech Commercial Cleaning

Authorized Representative(s) :

Teri Lynne Brown  
Signature

Teri Lynne Brown / Sales Executive  
Print Name/Title

[Signature]  
Signature

Tony Vogel / General Manager  
Print Name/Title



## St. Johns County Board of County Commissioners

Purchasing Division

December 12, 2016

### ADDENDUM #1

**To: Prospective Bidders**

**From: St. Johns County Purchasing Department**

**Subject: Bid No. 17-20, Restroom Cleaning Services for St. Johns County Beaches**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

#### Questions:

1. What is the current contract going for?

**Answer: Currently there is not contract for this service.**

2. Who is the company that has the current contract?

**Answer: This is the first time the County has ever bid this service out so there is no previous award.**

3. Does the public pay to use the restrooms?

**Answer: No.**

4. Is there a facility available to keep any equipment?

**Answer: There is no storage area for equipment to be stored by the contractor. The County does have storage for the supplies that the County will provide to refill toilet paper and hand soap dispensers.**

5. Do you have the cost of what the consumables such as soap, toilette paper and etc. is?

**Answer: No, the consumables (toilet paper and hand soap) will be supplied by the County.**

6. How many employees does the current company use to maintain all sites?

**Answer: There is no currently company at this time. The County currently employs two employees for approximately 4 hours each week day to clean the restrooms.**

7. Is there any guidelines for transferring the trash as far as the kind of transportation we would use? I was wondering on the beaches how do they currently transfer the trash from the trash cans to the dumpsters? Do they use ATV's or type of pickup truck?

**Answer: There are no requirements to take trash off the beach in this bid. The restrooms are located near the parking lots adjacent to the beach. The contractor will take the trash from the restroom and will deposit the trash in the receptacles outside on the same property. No AVT or pickup truck is required to remove trash from the restrooms.**

**THE BID DUE DATE REMAINS December 21, 2016 AT 2:00 P.M.**

Acknowledgment

Sincerely,

 12/19/16  
Signature and Date

Leigh A. Daniels, CPPB  
Senior Buyer

Teri-Lynne Brown, Sales Executive  
Printed Name/Title

High Tech Commercial Cleaning  
Company Name (Print)

END OF ADDENDUM NO. 1

THIS CHECK IS VOID WITHOUT A TWO-TONED COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



**NEWVENTURE OF JACKSONVILLE, INC.**  
DBA HIGH TECH COMMERCIAL CLEANING  
8130 BAYMEADOWS CIRCLE WEST #306  
JACKSONVILLE, FL 32256  
904-328-0770

PAY TO THE  
ORDER OF

Board of Commissioners SJC

Two Thousand Eight Hundred Eighty-Nine and 00/100\*\*\*\*\*  
Board of Commissioners SJC

WELLS FARGO BANK, N.A.  
1 INDEPENDENT DRIVE  
JACKSONVILLE, FL 32202  
63-751/631

26016

12/21/2016

\$ \*\*2,889.00

DOLLARS

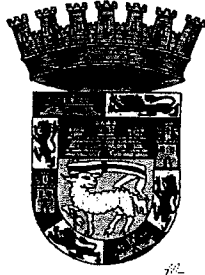
MEMO

Bid Bond for SJC accis

VOID IN 30 DAYS  
ANFIC 01/28/03 SIGNATURE  
*WELLS FARGO BANK*

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈026016⑈ ⑆063107513⑆ 2000040786780⑈



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

**BID NO: 17-20**

**RESTROOM CLEANING SERVICES  
FOR ST. JOHNS COUNTY BEACHES**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department**

**500 San Sebastian View**

**St. Augustine, FL 32084  
904.209.0150**

**Final: 11/29/16**

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### **PROJECT SPECIFICATIONS**

**BID NO: 17-20**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, December 21, 2016 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 17-20; Restroom Cleaning Services for St. Johns County Beaches.** Bids will be opened promptly after the 2:00 P.M. deadline. Note: Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for the performance of restroom cleaning services at specified County beaches located throughout St. Johns County, FL. The awarded vendor shall be responsible for providing all cleaning supplies, materials, equipment, and labor necessary to perform the required services at the sites specified herein. Services shall be performed as scheduled for each location.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 17-20. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open\_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from Leigh A. Daniels, CPPB, St. Johns County Purchasing, via email to ldaniels@sjcfl.us or fax to (904) 209-0155.

Any and all questions related to this project shall be directed, *in writing*, to Leigh A. Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM) on **Monday, December 12, 2016**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

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

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

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BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK

BY: \_\_\_\_\_  
Deputy Clerk

# **FRONT END BID DOCUMENTS**

## INSTRUCTION TO BIDDERS

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

**PROJECT:** BID NO.: 17-20; Restroom Cleaning Services at SJC Beaches

### DEFINITIONS

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

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

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

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

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

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

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

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

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

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

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

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

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

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

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the

contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

### **BIDDER'S REPRESENTATION**

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

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

### **INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the Owner at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

### **SUBSTITUTIONS**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

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

### **QUESTIONS**

Any and all questions related to this project shall be directed, *in writing*, to Leigh A. Daniels, CPPB, Senior Buyer, SJC Purchasing Department, via email to [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us) or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM) on **Monday, December 12, 2016**, so that any necessary addenda may be issued in a timely manner.

### **ADDENDA**

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

**FORM AND STYLE OF BIDS**

Bids shall be submitted in **TRIPPLICATE** (one (1) original and two (2) copies) on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed on p. 15 of this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder’s return address in top left hand corner and recite: “**BID NO: 17-20 - SEALED BID FOR RESTROOM CLEANING SERVICES FOR SJC BEACHES**”.

***See Example Below:***

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder’s proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

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

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

**BID SECURITY**

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier’s check, in the amount of five percent (5%) of the Total Annual Price Bid submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

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

If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in “Instructions to Bidders”. The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment “C” – Certificate as to Corporate Principal.

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

been rejected.

### **BID BOND INSTRUCTIONS**

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

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

### **SUBMISSION OF BIDS**

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container.

The envelope or container shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

### **MODIFICATION OR WITHDRAWAL OF BID**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

### **BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

### **COSTS INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

### **CONSIDERATION OF BIDS**

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

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

**Rejection of Bids:** The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

**Acceptance of Bid (Award):** The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the Owner to award a contract to the vendor who submits the lowest responsive, responsible Total Annual Price Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

#### **QUALIFICATION OF CONTRACTORS**

Minimum Qualifications: Bidders must be licensed to do business in the State of Florida, and in St. Johns County, FL, and must have been in business a minimum of one (1) year prior to bid submission.

Each Bidder must complete Attachment "D" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above. Upon award, and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

#### **JESSICA LUNSFORD ACT**

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

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

#### **SUB-CONTRACTORS**

If the Contractor elects to sub-contract with any firm, for any portion of the work, the Contractor shall be responsible for all work performed by any sub-contractor and the Contractor shall not be relieved of any obligations under this Contract.

Any and all costs for the use of any sub-contractor for any portion of the work required under this Contract shall be included in the Bidder's submitted unit price per acre.

Each Bidder shall submit to St. Johns County, FL a list of Subcontractors and major materials suppliers to be used if awarded the contract. Each Bidder must complete Attachment "E" – List of Sub-Contractors, and attach a copy of any and all licenses and certificates for each sub-contractor listed and submit with each copy of the Bid Proposal. If no Subcontractors or major material suppliers are required, so state there on.

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

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

St. Johns County, FL reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by St. Johns County, FL, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of St. Johns County, FL.

#### **FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

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

#### **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.

#### **CONTRACT DURATION & RENEWAL**

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

#### **INDEMNITY**

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

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the

indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

### **TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement 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 of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

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

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

### **PRICING**

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the first year. Price increases shall only be considered at the time Contract Renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI, unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

### **METHOD OF PAYMENT**

The Contractor shall submit an invoice to the SJC Building Operations at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the Owner 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 Building Operations  
ATTN: Katie Diaz  
500 San Sebastian View  
St. Augustine, FL 32084

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

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

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



**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 17-20**

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

**PROJECT:** Restroom Cleaning Services for SJC Beaches

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

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

**BID PROPOSAL OF**

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

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

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

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

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 17-20; Restroom Cleaning Services for SJC Beaches in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

**TOTAL ANNUAL PRICE BID:**

**FOR:** Restroom Cleaning Services for SJC Beaches

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

\_\_\_\_\_  
Total Annual Price Bid Written in Numerals

/ 100

\_\_\_\_\_  
Total Annual Price Bid Written in Words

Each Bidder shall insert the Total Annual Price Bid in both numerals and words. If there is a discrepancy, the amount written in words shall prevail as the correct bid amount. Bidders shall use the unit prices submitted on Attachment "A" – Unit Price List, on subsequent pages to calculate the Total Annual Price Bid.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

In the event of a discrepancy, the County shall calculate the Total Annual Price Bid using the submitted unit prices to determine the lowest, responsive, responsible bidder.

**ATTACHMENT "A"**  
**UNIT PRICE LIST PER CLEANING**

Each Bidder shall submit the unit prices for each location as provided below. These unit prices shall dictate the annual bid price submitted on the Official County Bid Form on p. 14 above. Failure to submit unit prices for any included site may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Unit Prices submitted below for additional, as needed, services at the specified locations.

Item #	Park/Property	Address Location	Unit Price Per Cleaning	Monthly Price	Annual Price
1	Micklers Landing	1109 Ponte Vedra Blvd	\$	\$	\$
2	South Ponte Vedra	2993 S Ponte Vedra Blvd	\$	\$	\$
3	Usina Boat Ramp	603 Euclid Ave	\$	\$	\$
4	North Beach Park	3721 Coastal Highway	\$	\$	\$
5	Surfside	3070 Coastal Highway	\$	\$	\$
6	Vilano Beach Pavilion	2752 Anahma Dr.	\$	\$	\$
7	Vilano Pier Pavilion	260 Vilano Rd	\$	\$	\$
8	SJC Ocean Pier	2106 A1A Beach Blvd	\$	\$	\$
9	SJC Ocean Pier	2106 A1A Beach Blvd	\$	\$	\$
10	Windswept Acres	210 Mickler Rd	\$	\$	\$
11	Butler West	399 Riverside Blvd	\$	\$	\$
12	Butler East	5860 A1A South	\$	\$	\$
13	Crescent Beach Park	6930 A1A South	\$	\$	\$

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

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

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

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

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

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

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

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the Total Annual Price Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

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

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

Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_  
Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Unit Price List Per Cleaning
  - Attachment "B" – Affidavit
  - Attachment "C" – Certificate as to Corporate Principal
  - Attachment "D" – License / Certification List
  - Attachment "E" – List of Sub-Contractors
  - Attachment "F" – Jessica Lunsford Act Form
  - Conflict of Interest Form
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

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

ATTACHMENT "B"

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

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 17-20, Restroom Cleaning Services for SJC Beaches, in St. Johns County, Florida.

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

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

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

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

Notary Public:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

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

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





**ATTACHMENT "E"**  
**LIST OF PROPOSED SUBCONTRACTORS**

All subcontractors are subject to approval of Owner. The following are subcontractors proposed to be used in connection with this work:

**DIVISION OF WORK**

**NAME AND ADDRESS OF SUBCONTRACTORS**

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

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

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

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

address is \_\_\_\_\_

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

2. I, \_\_\_\_\_, am duly authorized to make this sworn statement on  
(Print individual's name and title)

behalf of \_\_\_\_\_  
(Print Name of entity submitting sworn statement)

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

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

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

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

7. I understand that as a \_\_\_\_\_ (e.g. A private contractor) all contractual personnel, as defined in section 1012.465, Florida Statutes, must meet level 2 screening requirements as outlined in sections 1012.32 and 435.04, Florida Statutes in order to do business on any school grounds within St. Johns County, Florida. In addition, all "non-instructional contractors" must meet the screening requirements outlined in Section 1012.467, Florida Statutes.

8. I understand that "level 2 screening requirements", as defined in Sections 1012.32 and 435.04, and the background check required by Section 1012.467, Florida Statutes means that fingerprints of all contractual personnel and non-instructional

contractors must be obtained and submitted to the Florida Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing.

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

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

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

\_\_\_\_\_  
(Signature)

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

Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

BID BOND

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

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

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

For  
Restroom Cleaning Services for SJC Beaches  
St. Johns County, Florida

NOW THEREFORE,

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

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

**WITNESSES:**

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

**WITNESSES:**

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

\_\_\_\_\_  
**PRINCIPAL:**

\_\_\_\_\_  
**NAME OF FIRM:**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**CITY**

\_\_\_\_\_  
**STATE**

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_  
**SURETY:**

\_\_\_\_\_  
**CORPORATE SURETY**

\_\_\_\_\_  
**ATTORNEY-IN-FACT (AFFIX SEAL)**

\_\_\_\_\_  
**BUSINESS ADDRESS**

\_\_\_\_\_  
**CITY**

\_\_\_\_\_  
**STATE**

\_\_\_\_\_  
**NAME OF LOCAL INSURANCE AGENCY**

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

Project (BID # 17-20) Number/Description: Restroom Cleaning Services for SJC Beaches

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 consultant's/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.

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

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Please check the appropriate statement:

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

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_

Signature

Print Name/Title

Signature

Print Name/Title

# SPECIFICATIONS

**BID NO: 17-20; RESTROOM CLEANING SERVICES AT SJC BEACHES**  
**MINIMUM SPECIFICATIONS & CONDITIONS**

**Scope of Work**

The St. Johns County owned restrooms located at beachside parks and access points will be cleaned according to the schedule provided. There are twelve (12) beachside parks and access point locations between Mickler's Landing and Crescent Beach Park. Some of these parks have multiple restroom sites. It will be the responsibility of the cleaning contractor awarded the contract to clean the restrooms to a satisfactory level of cleanliness and appearance, providing all commercial grade cleaning equipment, cleaning chemicals and all labor necessary. St. Johns County shall supply consumables to include toilet paper, can liners and hand soap. Failure to maintain a satisfactory level of cleanliness and appearance of the restrooms will be cause for termination of services.

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

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

## County Locations

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

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

## Scheduling

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

May 1<sup>st</sup> – September 10<sup>th</sup> each year.

Friday: 1/per day  
Saturday: 2/per day  
Sunday: 2 per day  
Monday: 1/per day

September 11<sup>th</sup> – April 30<sup>th</sup> each year.

Saturday: 1/per day  
Sunday: 1/per day

Holidays listed below 3/per day.

New Years  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

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

## Equipment

The Contractor shall be required to furnish all commercial grade cleaning equipment, cleaning chemicals and all labor necessary and vehicles necessary to perform any and all services as specified herein and required under this contract. Failure on the part of the Contractor to provide all cleaning supplies, materials, equipment, and labor sufficient to perform the required services may result in termination of the Contract.

St. Johns County shall supply consumables to include toilet paper, can liners and hand soap.

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

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

### **Background Checks**

The awarded Contractor shall be required to perform background screenings on any and all personnel to perform services, at any time, on County property, under the awarded Agreement. The awarded Contractor shall certify, in writing, that all personnel proposed to perform work under the awarded Contract have been screened through the appropriate method outlined below, prior to any work being performed. Any and all personnel performing services on County property, under the awarded Agreement, must be properly screened, and must meet the criteria provided below:

- A. Level I Background Screenings are required for any and all Contractor provided personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.
- B. Level II Background Screenings are required for any and all Contractor provided personnel as specified in Chapter 435.06, Florida Statutes.
- C. Contractor provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, or entered into a pre-trial intervention in a felony case may not perform any services under the awarded Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property.
- D. The awarded Contractor shall be required to make any and all records from background screenings of Contractor provided personnel available to the County for review/audit, upon request from the County. The Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.

ATTACHMENT "G"

Site	Address	# bathroom (sets)	Ladies Stalls	Ladies sinks	Mens Stalls	Mens Sinks	Urinals	Showers	Frequency May 1 <sup>st</sup> -Sept. 10 <sup>th</sup>	Frequency Sept. 11 <sup>th</sup> - April 30 <sup>th</sup>
Micklers Landing	1109 Ponte Vedra Blvd	1	4		2		2		F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
South Ponte Vedra	2993 S Ponte Vedra Blvd	1	1	1	1	1	1		F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
Usina Boat Ramp	603 Euclid Ave	1	1		1				F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
North Beach Park	3721 Coastal Highway	1	1	1	1	1			F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
Surfside	3070 Coastal Highway	1	1		1				F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
Vilano Beach Pavillion	2752 Anahma Dr	1	1		1				F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
Vilano Pier Pavillion	260 Vilano Rd	1	1	1	1	1			F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
SJC Pier	2106 A1A Beach Blvd	1	3	3	2	3	2		F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
SJC Pier	2106 A1A Beach Blvd	1	7	4	3	3	3		F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
Windswept Acres	210 Mickler Road	1	1	1	1	1	1		F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
Butler West	399 Riverside Blvd	1	1	1	1	1	1		F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
Butler East	5860 A1A South	1	3	1	2	1	2		F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1
Crescent Beach Park	6930 A1A South	1	2	2	1	1	1		F x 1, Sat & Sun x 2, M x 1	Sat & Sun x 1



**MASTER CONTINUING CONTRACT AGREEMENT**

**BID NO:** \_\_\_\_\_;  
**Master Contract #:** \_\_\_\_\_

This Contract Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between St. Johns County, FL, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and \_\_\_\_\_, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", with mailing address \_\_\_\_\_, Phone: (\_\_\_\_) - \_\_\_\_\_, Fax: (\_\_\_\_) - \_\_\_\_\_ and email: \_\_\_\_\_.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 – DURATION and RENEWAL**

This Contract Agreement shall become effective on \_\_\_\_\_, shall be in effect for an initial contract term of \_\_\_\_\_ ( ) calendar year, and may be renewed for up to a maximum of \_\_\_\_\_ ( ) \_\_\_\_\_ ( ) year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County’s determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

**ARTICLE 3 - SERVICES**

The CONTRACTOR’s responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform \_\_\_\_\_ for the SJC \_\_\_\_\_ Department in accordance with Bid No: \_\_\_\_\_ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County \_\_\_\_\_ Department, or an authorized designee, who shall act as St. Johns County’s representative, along with the SJC Purchasing Department representative during the performance of this Contract Agreement.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in each respective SJC Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County’s representatives.

**ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. St. Johns County shall compensate the Contractor based upon \_\_\_\_\_, as submitted in the proposal, accepted by the County, and provided herein on Exhibit A-1. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County \_\_\_\_\_ Department, unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, the Contractor’s compensation shall be based upon the Contractor’s adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor’s compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.
- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County

reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.

- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Services, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:

F. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "final invoice" on the final bill/invoice submitted to the County for payment. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Contract Agreement.

**ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside subcontractors. The County may exercise its rights under this Article 4 within eighteen (18) months following final payment.

**ARTICLE 7 – TERMINATION**

- A. This Contract may be terminated by the County without cause upon at least \_\_\_\_\_ ( ) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least \_\_\_\_\_ ( ) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

**ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than \_\_\_\_\_ ( ) consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or

have any contractual relationship with the County.

All of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

#### **ARTICLE 10 – SUBCONTRACTING**

St. Johns County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 11 – FEDERAL AND STATE TAX**

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Contract Agreement.

#### **ARTICLE 12 – AVAILABILITY OF FUNDS**

St. Johns County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 13 - INSURANCE**

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

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

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum

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

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

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

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

#### **ARTICLE 14 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Contract Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

#### **ARTICLE 15 - SUCCESSORS AND ASSIGNS**

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

#### **ARTICLE 16 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

#### **ARTICLE 17 - CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify St. Johns County, in writing, by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within 30 days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract Agreement.

#### **ARTICLE 18 - EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

**ARTICLE 19 - ARREARS**

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

**ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by St. Johns County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

**ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Contract Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to St. Johns County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

**ARTICLE 22 - CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

**ARTICLE 23 - ACCESS AND AUDITS**

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. St. Johns County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

**ARTICLE 24 - NONDISCRIMINATION**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

**ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

**ARTICLE 26 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 27 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

**ARTICLE 28 - SEVERABILITY**

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 29 - AMENDMENTS AND MODIFICATIONS**

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

**ARTICLE 30 - FLORIDA LAW & VENUE**

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

**ARTICLE 31 - ARBITRATION**

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract

Documents or in connection with the project in any manner whatsoever.

**ARTICLE 32 - NOTICES**

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
**Attn: Jaime Locklear, CPPB, Contract Administration Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

**ARTICLE 33 - HEADINGS**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

**ARTICLE 34 – 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 Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. 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 described herein;
  - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) Meet all requirements for retaining public records, and transfer at Contractor’s sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor’s possession and shall promptly provide the County a copy of Contractor’s response to each such request.

**ARTICLE 35 – NO THIRD PARTY BENEFICIARIES**

Both the County and the Contractor explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**ARTICLE 36 – USE OF COUNTY LOGO**

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

**ARTICLE 37 – SURVIVAL**

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

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IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed three (3) original copies this Contract Agreement on the date and year below noted.

**ST. JOHNS COUNTY, FL:**

**CONTRACTOR:**

\_\_\_\_\_  
Dawn Cardenas, Purchasing Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Type or Print)

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**ATTEST:  
CLERK OF COURT**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**EXHIBIT "A"**

**BID NO:** \_\_\_\_\_ ;

**BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with \_\_\_\_\_ as submitted on the proposal and approved by the County. The Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective on the first day of the applicable renewal period.

**EXHIBIT "A-1"**

**BID NO: :**

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**PRICING**

**EXHIBIT "B"**

**BID NO:** \_\_\_\_\_ ;

**CONTRACT SCHEDULE**

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The Contract Period for this scope of work shall be as follows:

**Initial Contract** – Shall become effective on \_\_\_\_\_, and shall remain in effect for a period of \_\_\_\_\_ ( ) year, or until funds may become exhausted.

**Contract Renewal/s** – The contract may be renewed for \_\_\_\_\_ ( ), \_\_\_\_\_ ( ) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.