



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

**REQUEST FOR PROPOSALS
RFP NO: 23-32**

**RESIDENTIAL SOLID WASTE, RECYCLING, AND
YARD WASTE COLLECTION SERVICES**

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

DRAFT 06/29/23

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

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RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

PART I: GENERAL REQUIREMENTS

A. DEFINITIONS

Terms used within this Request for Proposals (“RFP”) shall have the meaning as set forth in the St. Johns County Purchasing Policy (“Policy”), in the Exclusive Franchise Agreement (“Agreement”), or as provided herein. Terms as defined in the Agreement shall govern over terms defined herein or in the Policy.

B. PURPOSE & INTENT

The purpose for this RFP is to solicit Proposals from qualified Respondents for consideration in performing Residential Solid Waste, Recycling, and Yard Waste Collection Services in the unincorporated areas of St. Johns County, in accordance with the Agreement. The intent of the County is to award one (1) or more Respondents for the performance of the required services as provided herein. The County intends to select the most qualified Respondent(s), which present the Best Value to the County, and enter into a contract to perform the required services, based upon the evaluation of submitted Proposals and any subsequent presentations, subject to successful negotiations. The County is seeking Proposals that maintain a high level of customer service while maximizing recycling, efficiency, and cost effectiveness.

C. NON-MANDATORY PRE-PROPOSAL MEETING

A non-mandatory Pre-Proposal Meeting will be held at 9:30AM EST on Tuesday, July 18, 2023, at the SJC Public Works Building located at 2750 Industry Center Road, in the PW Training Room. The purpose of the Pre-Proposal Meeting is to discuss the requirements of this RFP, and address any questions from attending Respondents. Attendance at the Pre-Proposal Meeting is not required, but is strongly recommended by the County.

D. SUBMITTAL DEADLINE & LOCATION

Proposals submitted in response to this RFP must be delivered to and received by the SJC Purchasing Division by or before four o’clock (4:00PM EST) on Thursday, August 10, 2023. Any Proposals received by the SJC Purchasing Division after the stipulated deadline shall not be considered and will be returned to the Respondent, unopened.

Proposals must be submitted to:

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

The County is not responsible for Proposals that are incorrectly labeled, addressed, mailed, or otherwise delivered to the wrong location.

E. DESIGNATED POINT OF CONTACT

Any and all questions or requests for information relating to this RFP must be directed, *in writing*, to the following Designated Point of Contact provided below:

Designated Point of Contact: Sherrie Ashby, Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Email: sashby@sjcfl.us

In the event the Designated Point of Contact is unavailable for three (3) or more business days, Respondents may contact Jaime Locklear, Asst. Director, Purchasing & Contracts, at jlocklear@sjcfl.us.

F. LOBBYING PROHIBITION

In accordance with Section 9 of the Policy, Respondents SHALL NOT contact any member of the Board of County Commissioners of St. Johns County, or any member of County Staff, except the above referenced Designated Point of

Contact, or backup Contact, with regard to this RFP. Any such communication is a violation of the Policy and shall be grounds for disqualification, and removal from further consideration for award of a contract under this RFP.

G. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFP, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before four o'clock (4:00PM) EST on Thursday, July 27, 2023. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the submittal deadline for Proposals in order to clarify or answer questions as necessary to serve the best interest of the County.

H. TENTATIVE SCHEDULE OF EVENTS

The County proposes the tentative schedule of events below for this RFP. The dates provided may change at the discretion of the County. If any modifications impact the schedule of this RFP, through and until the Submittal Deadline for Proposals, the County will issue an Addendum.

Broadcast of RFP	July 10, 2023
Non-Mandatory Pre-Proposal Meeting	July 18, 2023
Deadline for Questions	July 27, 2023
Proposal Submittal Deadline	August 10, 2023
Evaluation of Submitted Proposals	August 24, 2023
Shortlisted Presentations/Evaluation Meeting (if applicable)	September 1, 2023
Negotiations	September – October 2023
Board of County Commissioners Meeting	November 21, 2023

I. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered “unofficial” and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Proposal.

Each Respondent must acknowledge and incorporate any and all changes, revisions, and information provided in all issued Addenda, by completing and submitting Attachment E. Any and all issued Addenda must be included with all copies of each Respondent’s submitted Proposal. Failure to submit an Acknowledgement of Addendum Form (Attachment E) with the submitted Proposal may result in the Respondent being deemed non-responsive, and being removed from consideration for award. After the Submittal Deadline for Proposals, the County reserves the right to request from any Respondent, a signed Attachment E, or copies of any missing addenda, if the content of the Addenda is not material to the merit of the submitted Proposal.

J. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with federal, state and local law, the Respondent shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Respondent shall be required to comply with all aspects of the Americans with Disabilities Act (“ADA”) during the performance of the required Services. Attachment “G”

K. SOLICITATION POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, postpone, cancel, or re-advertise, this RFP, at any time, for any reason, in order to best serve the interests of St. Johns County.

L. RIGHT TO REJECT/ACCEPT

The County reserves the right to accept or reject any or all Proposals, waive minor formalities and irregularities, and to award to the Respondent(s) that best serves the interest of St. Johns County.

M. LOCAL PREFERENCE

While Section 16.3.1 of the Policy does include a Local Preference Policy, the Agreement(s) awarded as a result of this solicitation may include services funded through State and/or Federal Resources, which prohibits the use of local preference in consideration for award, as provided in 2 CFR 200.319 and 200.320.

N. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY AND ASSOCIATED PROCEDURES

All requirements of the St. Johns County Purchasing Policy (“Policy”) and associated procedures are incorporated into this RFP Document by reference, and are fully binding upon Respondents. Respondents are required to submit their Proposals, and to conduct their activities during this process in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Policy and associated procedures.

O. SUB-CONTRACTORS

If an awarded Contractor elects to sub-contract with any Supplier or individual, for any portion of the Services, the Contractor shall be responsible for all Services performed by any Sub-contractor and the Contractor shall not be relieved of any obligations under the awarded Contract. **Attachment “S”**

Each Respondent must include in the submitted Proposal, all Sub-contractors proposed by the Respondent to perform any portion of the required Services specified herein. The Respondent must describe the Services to be performed by each proposed Sub-contractor, and the Sub-contractor’s qualifications, capabilities and experience related to performing such services.

At any time, the County may, at its discretion, require any Respondent to submit all relevant data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed sub-contractors to ensure, to the County’s satisfaction, that the proposed Sub-contractors are qualified, capable and approved to perform the work for which they are proposed by the Respondent.

Prior to the award of a contract, the County will notify the Respondent in writing if the County, after due investigation, has reasonable and substantial objection to any person or entity proposed as a Sub-contractor. The Respondent then may, at his option, withdraw the submitted Proposal, or submit an acceptable substitute at no change in terms of the submitted Proposal. If the Respondent fails to submit an acceptable substitute within seven (7) calendar days of the original notification, the County then may disqualify the Respondent, at no cost to the County. The County reserves the right to disqualify any Respondent, Consultant, Contractor, Sub-Contractor, or Supplier due to previously documented project problems, either with performance or quality.

Sub-contractors proposed by the Respondent to perform any portion of the required services, and accepted by the County, shall only perform the work for which they are proposed, and shall not be changed except with the written approval of the County.

P. SOCIOECONOMIC BUSINESS ENTERPRISE

It is the intent of the County to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in federally assisted contracts and also uphold the following standards:

- To ensure nondiscrimination in the award and administration of Federally assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federally assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federally assisted contract; and

- To assist the development of firms that can compete successfully in the market place outside the DBE Program. If the firm is not a DBE/MBE/WBE firm the firm entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE sub-consultants and/or sub-contractors OR
2. If unable to utilize DBE/MBE/WBE certified sub-consultants and/or sub-contractors, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE sub-consultants or sub-contractors.

State of Florida resources:

Career Source - <http://www.careersourcenortheastflorida.com/>

DEO Disaster Recovery - <https://disasterrecovery.employflorida.com/vosnet/Default.aspx>

Q. SUSPENSION AND DEBARMENT

1. The intended contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). **Attachment “J”**
2. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”
5. The Consultant must be registered at www.SAM.gov; the registration must verify that the Consultant has no active exclusions.

R. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Proposal, Respondent pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and are beyond the control of both the awarded Contractor and the County, as defined in the Agreement.

S. E-VERIFY

As a condition precedent to entering into an Agreement, and in accordance with Section 448.095, Florida Statutes, awarded Contractor(s) and all sub-contractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. Attachment “F”

1. Contractor shall require each of its sub-contractors to provide Contractor with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Contractor, or any sub-contractors who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a sub-contractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the sub-contractor.

4. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with Section 448.095(2)(d), Florida Statutes.
5. Contractor acknowledges that, in the event that the County terminates the awarded contract for Contractor’s breach of these provision regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County’s termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

PART II: SCOPE OF SERVICES

A. SCOPE OF SERVICES

The Scope of Services (“Services”) requires the awarded Contractor(s) to furnish all vehicles, equipment, labor, materials, supplies, licensing, transportation, and any other requirements necessary to perform Residential Solid Waste, Recycling and Yard Waste Collection Services as specified herein and in accordance with the Agreement.

B. GEOGRAPHIC AND POPULATION DATA

To familiarize Respondents with relevant information regarding current residential collection services, this section provides a summary of current collection operations and recent data. This data is provided for informational purposes only. The County makes no guarantee as to the accuracy of this information.

The table below provides the 2021 population estimates from the University of Florida Bureau of Economics and Business Research, for unincorporated St. Johns County.

Geographic Area	2021 Population
Unincorporated St. Johns County	263,666

Recent countywide population projections from the University of Florida Bureau of Economics and Business Research:

Year	Projected St. Johns County Population
2025	324,837
2030	366,381
2035	400,150

The unincorporated areas of the County are divided into two (2) Service Areas: Service Area 1 (North) and Service Area 2 (South). Legal descriptions and a map are attached hereto as **Exhibit 1**.

The Contractor(s) shall perform the specified Services for those properties that are (a) identified as “Residence” or “Residential” in St. Johns County Solid Waste Ordinance 17-39 and (b) located with the identified Service Area for which the Contractor has been awarded. These properties include single family Residential Properties and Multi-Family Dwellings (i.e. duplex, triplex, and quadraplex buildings) that have been identified by the County for receiving the Services.

The County estimates that the total number of Residential Properties in the Services areas as of October 2022 are approximately:

	Service Area 1 (North)	Service Area 2 (South)
Total Residential Properties	68,410	34,670

The County is experiencing average annual growth of approximately 5% or 3,600 new Residential Properties per year. The historical information for Residential Properties over the past five (5) years is attached hereto as **Exhibit 2**.

C. HISTORICAL TONNAGE

The table below identifies the amount (tonnage) of material collected within each Service Area during Fiscal Year 2022 (October 1, 2021 – September 30, 2022). The historical information for tonnage collected in each Service Area during the last five (5) years is attached hereto as **Exhibit 2**.

Material	FY2022 Total Tonnage	Service Area 1 (North)	Service Area 2 (South)
Solid Waste	90,885	62,051	28,834
Recycling	24,228	16,975	7,253
Yard Waste	24,808	17,365	7,443

D. EXISTING COLLECTION FRANCHISE AGREEMENTS

The County’s current Franchise Agreements are attached hereto as **Exhibit 9**.

E. TWO OPTIONS FOR COLLECTION SERVICES

The County is evaluating two (2) different options for providing Collection Services to the County’s Residential Customers.

1. Option 1 – The Contractor shall perform the Services with Garbage **CANS** and Recycling **CARTS**.
2. Option 2 – The Contractor shall perform the Services with Garbage **CARTS** and Recycling **CARTS**.

The County shall determine the option for Services which serves the best interest of the County. The selected option will apply to both Service Areas.

Some of the key requirements for Option 1 and Option 2 are summarized below:

1. Option 1: Unlimited Collection with Garbage Cans & Recycling Carts

- The Contractor shall collect all Garbage, Rubbish, Recyclable Material, Yard Waste, and Bulky Waste (including White Goods) that is placed at the Curbside.
- Garbage and Rubbish will be collected once per week in Garbage Cans and Plastic Bags. No Garbage Can or Plastic Bag may exceed 32 gallons or 50 pounds. Garbage Cans and Plastic Bags will be provided by the Residents.
- Recyclable Material will be collected once per week, in a “single stream”, using the existing Recycling Carts. The Contractor will repair and replace the existing Recycling Carts, as necessary. New Recycling Carts shall be provided by the Contractor when needed for New Customers and when replacing existing carts.
- Yard Waste will be collected once per week. Leaves, grass clippings, twigs, and small pieces of Yard Waste must be bagged, bundled, tied, or stacked in piles, or placed in Garbage Cans and Plastic Bags that are no larger than 32 gallons or 50 pounds. Branches, shrubs, and stumps less than six feet (6’) in length and 50 pounds shall be collected. Palm fronds shall also be collected. The Contractor shall not collect Land Clearing Debris.
- Bulky Waste shall be collected weekly.
- White Goods shall be collected weekly, on an “on call” basis, by appointment with the Contractor.

2. Option 2: Limited Collection with Garbage Carts and Recycling Carts

- Garbage and Rubbish will be collected once per week in Garbage Carts. The Contractor shall provide a new Garbage Cart to each Residential Customer before the Commencement Date. Thereafter, the Contractor shall provide a new Garbage Cart for each New Customer. The Contractor will repair and

replace Garbage Carts, as necessary.

- For the first 30 days after the Commencement Date, the Contractor shall collect Garbage and Rubbish that is placed at the Curbside in Garbage Carts, Garbage Cans and/or Plastic Bags. Thereafter, the Contractor shall collect Garbage and Rubbish that are placed at the Curbside in Garbage Carts only.
- Recyclable Material will be collected once per week, in a “single stream”, using the existing Recycling Carts. The Contractor will repair and replace the existing Recycling Carts, as necessary. New Recycling Carts shall be provided by the Contractor when needed for New Customers and when replacing existing Carts.
- Yard Waste will be collected once per week, with a maximum of two (2) cubic yards of Yard Waste to be collected on any single Operating Day. Leaves, grass clippings, twigs, and small pieces of Yard Waste shall be bagged, bundled, tied or stacked in piles, or placed in Garbage Cans and Plastic Bags that are no larger than 32 gallons or 50 pounds. Branches, shrubs, and stumps less than six feet (6’) in length or 50 pounds shall be collected. Palm fronds shall also be collected. The Contractor shall not collect Land Clearing Debris.
- Bulky Waste (other than White Goods) shall be collected weekly, on an “on call” basis, with no more than two (2) items of Bulky Waste being collected from any Customer each week.
- White goods shall be collected weekly, on an “on call” basis, with no more than two (2) White Goods being collected from any Customer each week. The two (2) White Goods are in addition to the two (2) items of Bulky Waste that must be collected (i.e. maximum of four (4) items per week per Customer).

F. UNIVERSAL SERVICE REQUIREMENTS

The following sections of this RFP, Part II, Sections G through W, summarize some of the Service requirements that apply to both Options for Services. Respondents are responsible for reviewing the Agreement to familiarize themselves with all requirements and responsibilities for which they will be obligated upon award.

G. PAYMENT OF TIPPING FEES

Subject to the limitations of the Agreement, the Contractor(s) will not be required to pay Tipping Fees for the disposal of Residential Waste collected in accordance with the Agreement. Contractor(s) will be responsible for all processing, disposal, and marketing costs for Source Separated Recyclables and Yard Debris collected from Residential Properties under the Agreement.

H. SIDE DOOR SERVICE FOR RESIDENTS WITH PHYSICAL DISABILITY

If the Contractor is notified by the Public Works Director, or designee, that a Customer is physically unable to place their Garbage, Rubbish, or Recyclable Material at the Curbside, the Contractor shall collect the Customer’s Garbage, Rubbish, and Recyclable Material at a location that is more accessible for the Customer. In such cases, the Contractor shall be paid its standard Rate for Residential Collection Services, and shall not collect any additional fee for providing Side Door Services to a disabled Customer. The Customers who are currently identified as physically disabled, requiring Side Door Service are provided in the table below:

	Service Area 1 (North)	Service Area 2 (South)
Customers receiving Side Door Service	2	55

I. SUPPLEMENTAL COLLECTION SERVICES FOR THE COUNTY

Contractor(s) shall provide Supplemental Collection Services on a temporary basis, upon request from the County for such services, provided the Contractor and County can come to an agreement on the Rates for such services. Such Services may include, but are not limited to: (a) providing Collection Services outside the Contractor’s awarded Service Area; (b) transporting Roll-Off Containers from the County’s transfer station to a Designated Facility; or (c) collecting and transporting storm debris.

J. SUPPLEMENTAL COLLECTION SERVICES FOR INDIVIDUALS

Contractor(s) may provide Supplemental Collection Services to any Customer who requests such services. The Customer and the Contractor must negotiate the price that will be paid for such services, and they must sign a written contract before the Contractor provides Supplemental Collection Services. The Contractor shall be solely responsible for billing and collecting its Rates for Supplemental Collection Services. The Customer receiving the Supplemental Collection Services shall be solely responsible for paying the Contractor’s Rates. The County shall not be a party to, not shall it in any way be obligated and/or responsible for any Supplemental Collection Services performing under a separate contract between a Customer and the Contractor.

K. SUPPLEMENTAL COLLECTION SERVICES FOR COMMUNITIES

Contractor(s) may provide Supplemental Collection Services to a community with an established Homeowner’s Association, a municipal service district, or other entity responsible for the financial obligations of the community (collectively, a “Community”) if the Community requests Supplemental Collection Services. The Community and the Contractor must negotiate the price that will be paid for such services, and they must sign a written contract before the Contractor provides Supplemental Collection Services.

Currently, there are 1,403 Residential Properties in Service Area 1 (North) that receive Supplemental Collection Services under separate contract with the current Contractor. The County is unaware of any similar contracts for Supplemental Collection Services in Service Area 2 (South).

L. FRANCHISE FEES

Contractor(s) shall pay Franchise Fees to the County in accordance with the Agreement. The Franchise Fee shall be equal to five percent (5%) of the Contractor’s Gross Revenues. Gross Revenues shall include the amounts that the Contractor bills to individuals and Communities for Supplemental Collection Services. Gross Revenues shall also include the amounts the Contractor bills for additional Garbage Carts or Recycling Carts to Customers who use two (2) or more carts. However, Gross Revenues shall not include the amounts billed to the County for Residential Collection Services or Supplemental Collection Services for the County.

M. COLLECTION OF CARDBOARD and SINGLE STREAM AT COUNTY TRANSFER STATION

Contractor(s) must collect and transport source-separated cardboard materials from the County Transfer Stations located in each Service Area (i.e. the Contractor shall only collect and transport from the transfer station located in the Service Area its awarded). The level of service and frequency of Collection are provided in the table below:

Transfer Station	Container Size	Number of Containers	Frequency of Collection
Service Area 1 (Stratton Rd Transfer Station)	8 cubic yards	3	3x per week
Service Area 2 (Tillman Ridge Transfer Station)	8 cubic yards	3	3x per week

N. PUBLIC NOTIFICATIONS AND COMMUNITY EVENTS

Contractor(s) shall assist the County with its efforts to inform the public about the goals and objectives of the County’s Solid Waste Management Program. Twice each calendar year, Contractor(s) shall provide each Customer with informational, promotional, and educational materials concerning the waste management programs and services offered by the County and Contractor(s). These informational services shall be in addition to the Contractor(s) initial notification to the public about the Contractor(s) schedules.

Contractor(s) shall notify the public if it needs to make a temporary change in its approved Routes or schedules for Collection Service as a result of the annual Player’s Championship golf tournament in Ponte Vedra Beach, or any other event as approved by the Director, or designee.

Contractor(s) shall provide up to four (4) Roll-Off Containers (40 cubic yards each) for each Community Event designated by the County. The County may designate up to six (6) Community Events each Operating Year.

O. ADDITIONAL STAFFING AND EQUIPMENT FOR YARD WASTE IN SPRING SEASON

Under Option 1, Contractor(s) must provide additional staffing and equipment to manage the increased volumes of Yard Waste that is Set Out for Collection each year in March and April. The cost for such additional staffing and equipment must be included in the Rates for Collection of Yard Waste. The County will not pay any additional surcharge or fee for these services.

The table below shows: (a) the average amount tonnage of Yard Waste collected in March and April for each of the last five (5) years; (b) the average amount of Yard Waste collected during the remainder of the year for each of the last five (5) years; and (c) the percentage increase for March and April.

	FY18	FY19	FY20	FY21	FY22
Average per month in March and April	2,835.97	2,779.62	3,628.94	3,441.99	3,090.29
Average per month for remainder of year	1,920.54	1,912.19	2,092.57	1,967.85	1,862.73
% increase in March and April	48%	45%	73%	75%	66%

Monthly data for the Collection of Yard Waste over the last five (5) years is attached hereto in **Exhibit 2**.

P. TEMPORARY SUPPORT FOR COUNTY’S CUSTOMER SERVICE CENTER

Contractor(s) shall assign a Customer Service Representative to work at the County’s offices on the Commencement Date for a period of one (1) month to assist with Customer inquiries and complaints. The County reserves the right to extend this timeframe of assistance by the Contractor’s Customer Service Representative if the County continues to require assistance beyond the first Operating Month. Additionally, if at any time throughout the duration of the Agreement, after the first Operating Month, the County requires assistance from Contractor(s) Customer Service Representative(s), the Director, or designee, shall notify the Contractor(s), and Contractor(s) shall assign a Customer Service Representative to assist the County, either at the County’s offices, or as determined by the County and Contractor to best serve the needs of the County.

Q. DESIGNATED FACILITIES

All Residential Waste collected under the Agreement shall be delivered to the County’s Designated Facilities. The County’s Designated Facilities are specifically provided for in Section 21 of the Agreement.

R. LOCAL OFFICE

Contractor(s) shall maintain a local Customer Service Office in St. Johns County, to allow accessibility for Customers who desire in person service from the Contractor(s). The local Customer Service Office must be open and fully operational prior to the Commencement Date. Contractor(s) must provide location and contact information for the Customer Service Office to Customers within the promotional and educational materials generated by the Contractor(s).

S. EQUIPMENT AND VEHICLES

Contractor(s) shall prepare and follow a Collection Plan, which shall specify the number and types of Collection Vehicles the Contractor will use when providing Services to the County. The Collection Plan shall include the use of all the Vehicles and personnel the Contractor promises to commit to the County.

At least seventy-five percent (75%) of the Contractor’s fleet of Collection Vehicles (i.e. front-line and reserve/spare vehicles) shall be brand new on the Commencement Date. None of the Collection Vehicles shall be more than three (3) years old on the Commencement Date. None of the Collection vehicles shall be more than ten (10) years old at any time during the term of the Agreement.

Contractor(s) must use Labrie Expert drop frame, side loading vehicles, or McNeilus drop frame side loading vehicles,

or an approved equivalent vehicle. All such vehicles must have a lower loading height to accommodate low tree canopies and the manual loading of materials. Additional information regarding automated garbage and recycling collection vehicles can be found at the following links: <https://www.youtube.com/watch?v=7uZoMXhsca4> and <https://labrietrucks.com/side-loaders/expert-helping-hand>.

All Collection Vehicles must be equipped with global positioning systems (GPS) that monitor and record the location of the vehicles while providing Collection Services.

All Collection Vehicles must be equipped with a 3rd Eye camera system, or an approved equivalent camera system.

T. REPORTING AND RECORD KEEPING REQUIREMENTS

Contractor(s) are responsible for the preparation, storage, and maintenance of any and all data, documents, reports, logs and other records necessary to demonstrate the Contractor's performance in compliance with the Agreement, throughout the duration of the Agreement, and for seven (7) years beyond the expiration or termination of the Agreement, unless all records are turned over to the County. Contractor's records under this Agreement must be accurate, well organized, and current at all times.

Reports to the County shall be submitted electronically, in a format that is compatible with the County's software (currently Microsoft). Hard copies of any reports must be provided upon request, or as specifically required by the Agreement.

U. AVAILABILITY OF CONTRACTOR'S REPRESENTATIVES

Contractor(s) shall fully cooperate with the County to facilitate successful performance of the Services required under the Agreement. The County shall have twenty-four (24) hour access to the Contractor's District Manager and Field Supervisor via telephone and e-mail (faxes and answering machines not acceptable).

Upon request from the Director, or designee, Contractor's District Manager shall meet with the Director within five (5) Operating Days after receiving the request.

V. ACCESSIBILITY

Contractor(s) shall prepare, store, and maintain records in compliance with Applicable Law, including any applicable provisions of Section 504 of the Rehabilitation Act of 1973 and any applicable requirements of the Americans with Disabilities Act.

W. CUSTOMER COMPLAINTS AND REQUESTS FOR SERVICE

Contractor(s) shall establish a real-time, web-based system for tracking complaints and responding to requests for service. The Contractor's system shall be configured in a manner that allows the Director, or other County Staff to access the system from the County's computers, and thus monitor complaints and requests for service. The system must be fully operational at least thirty (30) days prior to Commencement Date.

PART III: PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting a Proposal in response to this RFP. Additionally, Respondents are solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or reimbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) incurred by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All Proposals received in response to this RFP shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting a Proposal, Respondent certifies that its representatives have carefully read and fully understand all instructions in this RFP, and the requirements of the Agreement, and have full knowledge of the scope, nature, and quality of work to be performed for the County. Respondent also certifies that it is willing and able to provide the required Services as specified herein. All Proposals submitted shall be binding for a minimum of one hundred eighty (180) consecutive calendar days.

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Respondent must meet in order to be considered responsible to perform the work specified in this RFP. Respondent must submit sufficient documentation to clearly demonstrate that the Respondent meets or exceeds the following minimum qualification requirements:

1. Must be currently registered with the State of Florida, Division of Corporations (www.sunbiz.org) to do business in Florida.
2. Must NOT be listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <https://www.sbafla.com/fsb/PerformanceReports.aspx>.
3. Must NOT be listed as a Convicted Vendor, Discriminatory Vendor, Suspended Vendor or Antitrust Violator Vendor by the State of Florida, Department of Management Services.
4. Must NOT be listed as an Excluded Party by the General Services Administration.
5. Must NOT be listed as a Suspended Contractor by the Florida Department of Transportation.
6. Must NOT have been convicted of a public entity crime per Section 287.133, Florida Statutes, on or after January 1, 2013.
7. Must NOT have any governmentwide exclusions in the System for Award Management (SAM.gov).
8. Must have no Conflicts of Interest in relation to this RFP.

C. JOINT VENTURE

In the event that a Joint Venture wishes to submit a Proposal, all documents required by the Florida Department of Business and Professional Regulation must be filed, in accordance with Section 489.119, Florida Statutes, prior to the Submittal Deadline for Proposals stated herein, or as revised by Addendum. The documents included in the Joint Venture's Proposal must be signed by an individual that is duly empowered by a properly executed Declaration of a Joint Venture and Power of Attorney. The Joint Venture's Proposal must clearly identify the member of the Joint Venture that will be responsible for each aspect of the Services required under the awarded Agreement.

D. TRADE SECRETS

To qualify any submitted information as a trade secret, or confidential, the Respondent must mark each page of the submitted Proposal or specific portion of a document as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material. For example, all trade secrets should be submitted in a separate envelope clearly marked as "trade secret." If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall release any information not verified as "trade secret", in accordance with applicable public records laws.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

E. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or

materials, associated with the awarded 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.

2. In accordance with Florida law, to the extent that Respondent's performance constitutes an act on behalf of the County, Respondent shall comply with all requirements of Florida's public records law. Specifically, if Respondent is expressly authorized, and acts on behalf of the County under the awarded Agreement, Respondent shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of the awarded Agreement if the Contractor does not transfer the records to the County; and
 - (d) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

F. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, Respondent shall 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.

Respondent shall not include the St. Johns County Seal/Logo in any part of their submitted Proposal. Any Proposals received by the SJC Purchasing Division, which contain the County Seal/Logo may be deemed nonresponsive. The County reserves the right to request the Respondent to resubmit a Proposal with the County Seal/Logo removed, within twenty-four (24) hours of the submittal deadline provided herein, or as necessary to serve the needs of the County.

G. CONFLICT OF INTEREST

Respondent must certify 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 as provided herein. Respondents must certify that no person having any such interest shall be employed for the performance of any of the services as specified in this RFP. Attachment "C"

Respondent must disclose any and all involvement in any St. Johns County Board of County Commissioners advisory board by any person(s) associated with their firm.

Respondent are required to disclose to the County any and all potential conflicts of interest for any prospective business association, interest or circumstance, the nature of work the Respondent may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Respondent must disclose any contractual or employment relationship with any County officer or employee, in the submitted Proposal. Additionally, Respondent must disclose any ownership interest by a County officer or employee, including elected officials. Failure to disclose such information shall be grounds for disqualification, termination of award, suspension or debarment.

No Respondent, nor Key Personnel of a Respondent may participate in more than one (1) Proposal submitted in response to this RFP, except as provided herein. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

H. INSTRUCTIONS FOR SUBMITTING PROPOSALS

Respondent must submit one (1) original hard copy Proposal, which shall be printed on 8 ½"x11", single-sided pages, except as otherwise provided herein, and signed by a duly authorized representative of the Respondent. Respondent must also submit one (1) exact electronic PDF copy of the original Proposal, on an unlocked USB Drive. CDs and DVDs are not an acceptable alternative to the required USB drive. The Proposal (both hard copy and USB drive) must be placed in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation name and title. A mailing label is provided herein to assist with this process. The County is not responsible for any Proposals that are incorrectly labeled and/or that are not delivered to the appropriate location due to incorrect packaging or labeling.

Based upon whether Respondent is submitting for both Service Areas, or one Service Area, the Proposal shall be submitted as follows:

If submitting a Proposal to perform Services in BOTH Service Area 1 and Service Area 2:

Respondent shall submit one (1) Proposal, including all information necessary to capture all aspects of both Option 1 and Option 2 in both Service Areas.

Additionally, if the Respondent wishes to be considered for a single Service Area (i.e. ***either*** Service Area 1 ***or*** Service Area 2, ***not both***), Respondent must submit a separate Proposal for each Service Area, including all information necessary to capture all aspects of both Option 1 and Option 2 for that Service Area. These separate Proposals must be submitted in ***separate envelopes/containers***, as they will be evaluated individually. Each Proposal must identify the Service Area, or that the Proposal is for both Service Areas on the outside of the container for each Proposal.

If submitting a Proposal to perform Services in one Service Area only:

Respondent shall submit one (1) Proposal, including all information necessary to capture all aspects of both Option 1 and Option 2 in for that Service Area. Proposal must indicate the Service Area on the outside of the container for each Proposal.

The submitted Proposal must include documentation to satisfactorily demonstrate all required information, as provided herein, and may include supplemental information, as needed, to appropriately address all component of this RFP, provided that the Proposal complies with all requirements specified herein, including any page limits. All headings, sections, and sub-sections must be appropriately identified.

The submitted Proposal(s) must not exceed seventy-five (75) single-sided pages, and pages must be numbered. This maximum page limit does not include the form(s) provided by the County, which must be included in the Respondent's Proposal. The submitted Proposal must include, at a minimum, the following components, including all forms and attachments provided herein, as described below:

Section 1: Proposal Cover Page and Cover Letter

Respondent shall complete and submit the Proposal Cover Page provided herein. Respondent must also provide a separate 1-2-page Cover Letter, which must include, but is not limited to, the following:

- Full legal company name of Respondent and a description of the type of legal entity the Respondent is (i.e. corporation, partnership, joint venture, etc.)
- Respondent's physical street address and mailing address (if different), and the address of any facility where the Respondent may perform any portion(s) of the Services;
- The contact information of the Respondent's primary point of contact information (name, phone, and email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners of Respondent as applicable;

Delegation of Authority

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent. The Delegation of Authority letter must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent's firm.

Section 2: Company, Staff & Team Qualifications

Respondent must provide documentation demonstrating its organization and to fully demonstrate the qualification of the Respondent and all Key Personnel that will be performing the Services, if awarded. At a minimum, Respondent shall provide the following information:

Organizational Information:

- Provide any and all applicable licenses, certifications or other credentials held by the Respondent.
- Identify the corporate entity that is submitting the Proposal and that will ultimately execute the Agreement.
- List all subsidiary/affiliate companies in the same business, the nature of the relationship, and the location of their office(s).
- Clearly identify the corporate entity that will fulfill the requirements of the Project Guarantor in accordance with the requirements set forth in this RFP. If the Project Guarantor has a relationship to the Proposer other than a parent/subsidiary relationship, then an explanation of all past and present relationships between the Proposer and its Project Guarantor must be provided.
- Provide a brief description of the company's background and history, including the number of years in business, size, services offered, strength, stability, awards, and other recognition.

Team Information and Organizational Chart:

- Identify all internal Key Personnel and Team Members and provide any and all applicable licenses, certifications, or other credentials, as well as a description of each individual's qualifications and capabilities. The Key Personnel must include a District/Area Manager, General Manager, Operations Manager, Field Supervisors/Route Managers, Office Manager and a Safety Manager, or individuals with similar job titles and responsibilities. The District Manager and Field Supervisors must meet the minimum qualifications specified in the Agreement.
- Identify all partners, Sub-contractors, and Suppliers who will perform any portion of the Services, along with a description of the services proposed to be performed by each partner, Sub-contractor, and Supplier, and

provide any and all applicable licenses, certifications or other credentials, as well as a description of the qualifications and capabilities for each partner, Sub-contractor and Supplier.

- Provide an organizational chart showing the hierarchy of responsibility with lines identifying the participants (both internal and external to the Respondent) who shall be responsible for major elements of the Services. **This may be on a 11"x 17" page folded to 8½"x11" size.**
- Identify any team member(s) who will have financial responsibility for the Services and describe any limitations on their liability.

Section 3: Related Experience

Respondent must provide documentation to demonstrate all experience in successfully providing Residential Collection Services for other agencies, similar to those specified herein. At a minimum, Respondent shall provide the following information to demonstrate their experience:

- Provide a list of all active and expired contracts held by the Respondent since January 1, 2018, for performance of Residential Collection Services (including curbside collection of household garbage, recycling, and yard waste) for a governmental agency similar to those specified herein. The list must include: the name of agency/owner of contract, description of services (including types of collection services performed) including whether or not Respondent participated in a Transition Plan, dates of contract term, annual contract cost, current point of contact name, phone number and email address, and whether or not the contract expired or was terminated, and if terminated, whether it was for cause or convenience.

History of Litigation and Disputes – Respondent shall identify each case arising or pending on or after January 1, 2018 in which:

- A. a civil, criminal, administrative, bankruptcy or other proceeding was filed by or against the Respondent, and such proceeding arose from a dispute concerning the Respondent's rights, remedies, or obligations under a contract with a city, county, or other governmental entity for the collection of Solid Waste or Recyclable Material;
- B. a city, county, or other governmental entity terminated a contract with the Respondent, or the Respondent terminated a contract with a city, county, or other governmental entity concerning the collection of Solid Waste or Recyclable Material;
- C. administrative fines, liquidated damages, or penalties were assessed against the Respondent or were deducted from the Respondent's payments, pursuant to a contract with a city, county, or other governmental entity for the collection of Solid Waste or Recyclable Material, and such fines, damages, or penalties exceeded \$10,000.00 in one month; or
- D. the Contractor paid more than \$10,000.00 to settle a dispute with a city, county, or other governmental entity concerning the Respondent's performance under a contract for the Collection of Solid Waste or Recyclable Material.

For each case identified under the categories A-D above, Respondent must: (1) describe the basis facts concerning the case; (2) provide the names of the parties involved; (3) identify the amounts in dispute and the amounts paid, if any; and (4) describe the current status of the case. For the purposes of categories A-D above, a "contract" shall include all written agreements, including franchise agreements, that authorize the Respondent to collect Solid Waste or Recyclable Material.

A Respondent may be disqualified and their Proposal rejected if the Respondent provides inaccurate, incomplete or misleading information in response to the requirements of categories A-D above.

Section 4: Approach to Services

Respondent must provide a written narrative detailing the Respondent's approach, resources and plan for performing the required Services in accordance with the Agreement. Respondent must clearly distinguish between the Approach to Services related to Option 1 and the Approach to Services related to Option 2, as described in Part II. E, on page 8

herein.

Respondent must provide information demonstrating that Respondent has or will obtain all resources, including employees, vehicles and equipment necessary to provide excellent services to the County and its residents in order to start work on the Commencement Date (August 1, 2024). Respondent shall also explain how it will obtain and utilize the personnel, vehicles, and equipment needed to provide the Services as specified by the County.

Respondent must, at a minimum, provide information to demonstrate the approach, resources and plan for the following aspects of the Services:

- A. Routes. Please identify and describe:
 - 1. The number of Routes that will be used to provide each type of Collection Service (i.e. Garbage, Recycling, Yard Waste, etc.);
 - 2. The average number of homes that will be serviced on each type of Route;
 - 3. The type of vehicle (automated side-loader, rear loader, clam shell, etc.) that will be used on each Route; and
 - 4. The type and number of employees (i.e. driver, helpers, other staff, etc.) that will be used on each Route.
- B. Employees. Please identify and describe:
 - 1. How Respondent will obtain all necessary employees in order to start Services on Commencement Date;
 - 2. Respondent's plan for hiring and training all employees to start Services on Commencement Date;
 - 3. The different job categories (i.e. driver, helper, mechanic, customer service, etc.) for the employees that will be provided for the Services;
 - 4. The number of employees that will be used for each job category; and
 - 5. The total number of employees for all categories.
- C. Vehicles. Please identify and describe:
 - 1. How Respondent will obtain and equip all necessary vehicles in order to start Services on Commencement Date (including which vehicle and equipment must be obtained, and the methods to be used by Respondent in order to obtain all vehicles and necessary equipment);
 - 2. The make, model, and year of each front-line vehicle and each reserve (spare) vehicle, and a total number of each, that will be used to provide Collection Services;
 - 3. The type of fuel that will be used for each vehicle;
 - 4. The cargo capacity of each vehicle; and
 - 5. The total capacity of all front-line vehicles providing each type of Collection Services.
- D. Customer Service. Please identify and describe:
 - 1. Respondent's web-based system for receiving, verifying, tracking and resolving customer complaints;
 - 2. Respondent's web-based system for handling requests for service;
 - 3. Respondent's GPS, video-camera, and other system for monitoring services; and
 - 4. Respondent's plan for integrating web-based systems with the County's tracking systems and thereby complementing or replacing the County's system.
- E. Other Issues. Please identify and describe:
 - 1. Anticipated locations of Respondent's local office, if known;
 - 2. Any other information that would help the County evaluate the Respondent's plan for providing service to the County in compliance with the Agreement; and
 - 3. Any other information that would help the County evaluate Respondent's resources for providing the Services to the County.
- F. Transition Plan. Provide a preliminary Transition Plan which includes, at a minimum:
 - 1. Overall schedule or the transition;
 - 2. Individuals or groups of individuals who will oversee the execution of the transition plan;
 - 3. For Option 2 – provision and delivery of Garbage Carts to Residential Customers; and
 - 4. Describe how existing Recycling Carts will be maintained and/or replaced during the term of the Agreement.

- G. Approach to Risk and Mitigation. Describe the potential risks and vulnerabilities with the Respondent's proposed approach (i.e. equipment/vehicle lead times, staffing, ongoing support, etc.), and the methods Respondent intends to use to mitigate such risks to ensure successful performance throughout the term of the Agreement.

Respondent must clearly identify in the submitted Proposal, any terms included in the Proposal that differ from those set forth by the County in the RFP Documents, as well as any exceptions and/or requested alternate terms proposed by the Respondent.

Section 5: Financial Capability and Stability

Respondent must provide documentation to demonstrate that it has the financial resources, capability, and stability to perform the required Services. At a minimum, Respondent shall provide the following:

Financial Capability: Provide documentation to demonstrate available cash or an uncommitted line/letter of credit capacity or other identifiable financial resources for the acquisition of equipment, facilities, staffing and other requirements necessary to perform the required Services.

Financial Statement and Report: Provide the most recent annual financial report/annual audit, and the most recent 10K, if appropriate. Financial reports provided must include, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flow.

Notwithstanding the foregoing, audited financial statements are not required from any Respondent that is a publicly traded corporation and regulated by the U.S. Securities and Exchange Commission. Such corporations shall provide the County with a summary description of their financial resources, plus an electronic link to the most recent annual financial report that the Respondent has filed with the U.S. Securities and Exchange Commission.

Agreement Security: Respondent must demonstrate that it will ensure the performance of the Services in accordance with the requirements of this RFP and the Agreement. Respondent must submit a Proposal Bond with its Proposal. Upon award, Respondent must also provide a Parent Corporation Guaranty and an Irrevocable Letter of Credit or a Performance Bond, which shall become part of the Agreement.

- **Proposal Bond**

Respondent must complete and submit a Proposal Bond, on the form provided herein as **Attachment "Q"**, in the amount of \$50,000, with its Proposal. Respondent must also complete and submit **Attachment "R"**, Certificate as to Corporate Principal. The Proposal Bond shall remain in effect until the County executes an Agreement with the Respondent, or rejects the Respondent's Proposal. The intent of the Proposal Bond is to protect the County from any unforeseen costs caused by the Respondent's failure to execute an Agreement for the required Services, including but not limited to the following circumstances:

- Respondent withdraws its Proposal after the submittal deadline for Proposals; or
- Respondent fails to execute an Agreement within the timeframe permitted; or
- Respondent fails to satisfy the conditions precedent to the execution of the Agreement, including but not limited to the submittal of a Parent Corporation Guaranty, Irrevocable Letter of Credit, Performance Bond, Insurance Certificates, or any other material conditions.

In such circumstances, the entire Proposal Bond shall be forfeited by the Respondent, and it shall be paid to the County.

- **Certificates of Insurance**

Respondent shall demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or shall provide a certification from a qualified insurance provider stating the Respondent is capable of obtaining the required coverages upon award. The insurance policies shall be issued by a company approved to do business under the laws of the State of Florida, with minimum Financial Stability Ratings of "A" or better and a Financial Category Size of "VIII" or better in the most recent edition of the A.M Best Insurance

Guide. If the insurance is not currently in place, the letter must certify that the coverages can be acquired and effective upon Respondent's receipt of a Notice of Award.

- **Parent Corporation Guaranty**

The awarded Contractor(s) will be required to provide a Parent Corporation Guaranty as a condition precedent to the execution of the Agreement. The Respondent's parent corporation (Guarantor) will be required to guarantee the County that the Guarantor will satisfy all requirements and obligations in the Agreement if the Respondent fails to perform.

- **Commitment for Irrevocable Letter of Credit or Performance Bond**

Respondent must provide with the submitted Proposal, a letter of commitment from a State of Florida licensed bonding company. The letter must confirm that the bonding company will provide a Performance Bond to the County in the amount of One Million Dollars (\$1,000,000), in compliance with the Agreement. The letter of commitment must be issued by a bonding company that: (a) is licensed to transact business in the State of Florida; (b) has a resident agent in the State of Florida; (c) is rated "A" or better as to management and "FSC X" or better as to strength in the most recent edition of the A.M. Best Insurance Guide; (d) is listed in the U.S. Treasury Department's list of acceptable sureties for federal bonds; and (e) has been in business and has a record of successful and continuous operation for at least five (5) years.

As an alternative to the Performance Bond, Respondent may submit a letter of commitment for an Irrevocable Letter of Credit, in lieu of a Performance Bond, in the amount of One Million Dollars (\$1,000,000). The Irrevocable Letter of Credit shall be in substantially the same form as attached hereto in **Exhibit 6**.

For the purposes of the Proposal, Respondent must only submit a letter of commitment with its Proposal, stating whether the commitment is for a Performance Bond or an Irrevocable Letter of Credit. Neither the actual Performance Bond, nor the Irrevocable Letter of Credit are required to be included with the Proposal. However, the Performance Bond or Irrevocable Letter of Credit must be delivered to the County within ten (10) days of receipt of Notice of Award. The County shall have the right to draw on the Irrevocable Letter of Credit or Performance Bond, as applicable, to pay for, or for reimbursement of, the costs incurred by the County caused by the Contractor's failure to provide Residential Collection Services in compliance with the Agreement.

Section 6: DBE/SBE/MBE/WBE Certification

Respondent shall provide documentation of a current DBE/MBE/WBE/SBE certification (if applicable). This section has an evaluation value of five (5) points. Respondents will receive the maximum score of five (5) points if they provide a current DBE/MBE/WBE/SBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for Sub-contractor's MBE/WBE/DBE certification.

MBE/WBE/VBE Certificates must be issued by the State of Florida Office of Supplier Diversity, under the Department of Management Services.

DBE/SBE Certificates must be issued by the Florida Department of Transportation, Office of Equal Opportunity, or a joint program accepted by FDOT Office of Equal Opportunity.

Section 7: Proposed Pricing

Respondent must include in each Proposal, a completed Proposed Pricing form for performance of the Services, in the respective Service Area(s), for which the Respondent is submitting a Proposal, in accordance with Part III. H., on page 15, for both Option 1 and Option 2 (i.e. one Pricing Proposal for Option 1 and one Pricing Proposal for Option 2 for each Service Area **or** for both Service Areas). Respondent must include a price for all components of the Pricing Proposal for each Option. The Pricing Proposal forms are provided herein as **Attachments "L" through "O"**. Additionally, Respondent must include in each Proposal, a completed **Attachment "P"** for Supplemental Pricing.

Section 8: Administrative Information

Respondents shall submit the completed County Attachments, as provided herein, except those Attachments which

are stated as being required in other sections.

I. DETERMINATION OF RESPONSIVENESS

The Purchasing Division shall review each submitted Proposal to determine whether or not it is responsive to the requirements of this RFP, and whether or not Respondent is responsible to perform the Services. Any Respondent who is deemed non-responsive and any Proposal deemed non-responsive to the requirements of the RFP Documents shall be disqualified and removed from consideration prior to the evaluation. Only those responsive Proposals from responsible Respondents shall be forwarded to the Evaluation Committee for review.

The County reserves the right to waive any minor formality or irregularity in any submitted Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality. The County further reserves the right to reject a Proposal if the County concludes the Respondent is not responsible to perform the Services, or otherwise fails to satisfy the County’s minimum criteria.

The County may, at any time, conduct any investigations it deems necessary to evaluate the Proposals. Each Respondent shall promptly provide the County with any additional information reasonably requested by the County. The County shall have the right to make additional inquiries, interview some or all of the Respondents, visit the facilities of one or more of the Respondents, or take any other action the County deems necessary to fairly evaluate a Proposal. The County reserves the right to remove any Respondent from further consideration, if a site visit or other inquiry uncovers information, circumstances or situations that are illegal, unsafe, noncompliant with regulatory requirements, or otherwise present a situation that is not in the best interest of the County to continue.

J. EVALUATION OF PROPOSALS

All responsive Proposals will be evaluated by an Evaluation Committee of no less than five (5) individuals as determined by the SJC Purchasing Division. Evaluators will review and score the submitted, responsive Proposals, individually, with no interaction or communication with any other individual. Scores and rankings will be summarized at a Public Evaluation Meeting.

Evaluators may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending firms for consideration of the St. Johns County Board of County Commissioners.

K. EVALUATION CRITERIA AND SCORING

The Evaluators will review and score the submitted Proposals in accordance with the scoring criteria established below:

<u>Evaluation Criteria:</u>	<u>Total Possible Points per Evaluator:</u>
A. Company, Staff and Team Qualifications	20
B. Related Experience	40
C. Approach to Services	40
D. Financial Capability and Stability	20
E. Proposed Pricing	40
F. DBE/SBE/MBE/WBE Certification	05
Total Points Possible:	165
G. Shortlisted Presentations/Interviews (if applicable)	20

L. EVALUATION OF PRICING

The proposed Pricing submitted by each Respondent shall be scored by the SJC Purchasing Division, in accordance with the formula provided below for each Option in each Service Area. The score assigned for Pricing, out of 40 points, will be multiplied by the number of Evaluators, five (5), to determine a total score for Pricing, out of a possible 200 available points, to ensure that Pricing receives the same consideration as the remaining criteria.

The Total Monthly Cost per Residential Property form shall be used to score this criterion as shown in the sample table below:

Respondent	Total Monthly Cost per Residential Property	Percentage	By	Weight	Equals	Score:
A	\$20.00	100	X	40	=	40
B	\$35.00	57	X	40	=	22.9
C	\$40.00	50	X	40	=	20

The Pricing will be evaluated by Service Area and by Option (i.e. Total Monthly Cost per Residential Property for Service Area 1 and Option 1) for those Proposals submitted for a single Service Area.

M. EVALUATION OF SOCIOECONOMIC BUSINESS ENTERPRISE

The DBE/SBE/MBE/WBE Certification submitted by each Respondent shall be scored by the SJC Purchasing Division, in accordance with the following: Respondents will receive the maximum score of five (5) points if they provide a current DBE/MBE/WBE/SBE certification, a score of zero (0) points if they do not have any certification(s), and a score of two and one half (2.5) points for Sub-contractor’s MBE/WBE/DBE certification. The score assigned for this criterion will be multiplied by the number of Evaluators, five (5), to determine a total score for Socioeconomic Business Enterprise, out of a possible 25 available points, to ensure the Socioeconomic Business Enterprise criterion is weighted equitably with the remaining criteria.

N. EVALUATION GROUPS

The Proposals will be separated into three (3) groups for evaluation:

1. Group 1 – Proposals for both Service Areas;
2. Group 2 – Proposals for Service Area 1 only;
3. Group 3 – Proposals for Service Area 2 only;

O. SHORTLISTED PRESENTATIONS

In the event the Evaluation Committee determines that oral presentations or interviews from a shortlist of Respondents is necessary in order to make a recommendation for award, such determination shall be communicated to those shortlisted Respondents determined by the Evaluation Committee with details as to the requirements for the oral presentations. The Evaluation Committee is not obligated to conduct oral presentations or interviews. The shortlist, if elected, will be determined using all three (3) evaluation groups, as provided above, and may include one (1) or more Respondent from each of those evaluation groups. The oral presentations will be scored by the Evaluation Committee, and the scores for the presentations will be added to the scores for Proposals, to determine a Total Score for each Respondent. Scores for presentations will be announced at a subsequent Public Evaluation Meeting, in accordance with Florida Sunshine Law.

P. FACILITY SITE VISITS

If determined by the County to be necessary in order to consider a Respondent for award, the County may conduct a facility site visit of the Respondent’s facility, and/or facilities of any external partners, sub-contractors, or suppliers proposed by the Respondent to perform any aspect of the required Services.

The County reserves the right to remove any Respondent from further consideration, if the facility site visit(s) uncover information, circumstances or situations that are illegal, unsafe, noncompliant with regulatory requirements, or otherwise present a situation that is not in the best interest of the County to continue.

Q. BEST AND FINAL OFFER (BAFO)

The County reserves the right to award Agreements to the Respondent(s) who serve the best interest of the County, and may, at its sole and absolute discretion, award such Agreements without any negotiations or discussion. The County, however, reserves the right to negotiate with the top ranked firm, for either Option 1 or Option 2, in either or both Service Areas, as best serves the interest of the County.

However, the County may, at its sole discretion, request a Best and Final Offer (“BAFO”) from one or more Respondents, if additional information or modified Proposals are necessary for the County to complete its consideration. The information received from the BAFO, if requested, will be used by the County in consideration of the Respondent that presents the Best Value to the County.

N. NEGOTIATIONS AND AWARD

It is the intent of the County to enter into negotiations with the selected Respondent who presents the Best Value to the County, for each Service Area, upon consideration of the Pricing Proposals, or subsequent BAFO, if applicable, provided no documentable justification is provided that would prohibit the County from proceeding with the selected Respondents. If the County and the selected Respondent are able to reach an agreement over terms and conditions, requirements and scope for the required Services, an Agreement will be executed. If the County and selected Respondent are unable to reach an agreement, the County shall cease negotiations, and initiate negotiations with the next Respondent that presents the Best Value to the County, until an agreement can be reached, or it is determined to be in the County’s best interest to forego additional negotiations.

The negotiated Agreements will be presented to the Board of County Commissioners for approval.

O. LIMITATIONS ON RESPONDENT’S RIGHTS

By submitting a Proposal, each Respondent acknowledges and agrees that: (a) the submittal of a Proposal constitutes a binding offer by the Respondent and the offer shall not be withdrawn for at least one hundred eighty (180) consecutive calendar days after the submittal deadline for Proposals, as provided herein, or subsequently revised by Addendum; (b) no enforceable contract will arise between the County and the Respondent unless an Agreement is signed by authorized representatives of both parties (the County, and the awarded Respondent); (c) no action will lie against the County to compel the County to execute an Agreement or any other contract at any time; (d) the County is not obligated to award an Agreement to the Respondent that offers the lowest prices to the County; (e) the County shall be the sole judge of the procedure used to select the best Proposal, and the determination of which Proposal is most advantageous to or in the best interests of the County; (f) the Board of County Commissioners is not obligated to accept the recommendations of the Evaluation Committee; (g) the Respondent waives any and all claims it may have for damages, lost profits, costs, expenses, attorneys’ fees, or other injuries if the County decides the County will not sign an Agreement with the Respondent; and (h) any award of an Agreement shall be contingent upon availability of lawfully appropriated funds for this purpose.

P. PROTEST PROCEDURES

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

PART IV: CONTRACT REQUIREMENTS

A. EXCLUSIVE FRANCHISE AGREEMENTS

In the event that an Agreement is attached to the RFP, such attached Agreement is for discussion purposes only, and not necessarily reflective of any Agreement that may be ultimately entered into by the County. In the event that an Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner’s preference/selection of any Proposal does not constitute an award of an Agreement with the County. It is further expressly understood that no contractual relationship exists with the County until an Agreement has been executed by both the County and the awarded Respondents. The County reserves the right to delete, add to, or modify one or more components of the awarded Respondent’s Proposal in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFP.

The initial term of the Franchise Agreements shall be for a period of seven (7) calendar years beginning on the

Commencement Date of August 1, 2024, unless otherwise determined by the County.

B. CONTRACT PERFORMANCE

At any point in time during the term of the Agreement with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, services and organization as prescribed herein. The County may place said Contract on probationary status and implement termination procedures if the County determines that Contractor no longer possesses the financial support, services and organization which would have been necessary during the RFP evaluation period in order to demonstrate appropriate capability to perform the required services.

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under the awarded Agreement. The Agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

E. LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the awarded Agreement. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in licenses, permits, or certifications required for any portion of the work.

PART V: ATTACHMENTS

Respondent must complete and submit all the Attachments attached hereto with the Proposal, in the sections specified above. Where required, Attachments must be signed by an authorized representative of the Respondent, and must be notarized, in order for them to be considered complete.

- Attachment "A" - Affidavit of Solvency
- Attachment "B" - Proposal Affidavit
- Attachment "C" - Conflict of Interest Disclosure Form
- Attachment "D" - Drug-Free Workplace Form
- Attachment "E" - Acknowledgement of Addenda
- Attachment "F" - E-Verify Affidavit
- Attachment "G" - Equal Opportunity Report Statement
- Attachment "H" - Non-Collusion Certification
- Attachment "I" - Florida Statutes, On Public Entity Crimes
- Attachment "J" - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Attachment "K" Byrd Anti-Lobbying Compliance and Certification Regarding Lobbying
- Attachment "L" Proposed Pricing Form – Service Area 1 (North) – Option 1 (Garbage Cans)
- Attachment "M" Proposed Pricing Form – Service Area 2 (South) – Option 1 (Garbage Cans)
- Attachment "N" Proposed Pricing Form – Service Area 1 (North) – Option 2 (Garbage Carts)
- Attachment "O" Proposed Pricing Form – Service Area 2 (South) – Option 2 (Garbage Carts)
- Attachment "P" Proposed Pricing – Supplemental Collection Services
- Attachment "Q" Proposal Bond
- Attachment "R" Certificate as To Corporate Principal
- Attachment "S" List of Proposed Sub-Contractors / Suppliers

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

COVER PAGE

SUBMIT ONE (1) HARD-COPY ORIGINAL PROPOSAL, AND ONE (1) EXACT ELECTRONIC PDF COPY OF THE SUBMITTED PROPOSAL ON AN UNLOCKED USB DRIVE (CD/DVD NOT ACCEPTABLE) IN A SEALED ENVELOPE OR CONTAINER TO:

ST. JOHNS COUNTY PURCHASING DIVISION
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE, FLORIDA 32084

FULL LEGAL NAME OF RESPONDENT: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

**ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF _____ (Respondent) being of lawful age and being duly sworn I, _____ (Affiant) as _____ (Title) (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, un-matured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ____ day of _____, 20____.

Signature of Affiant

STATE OF _____

COUNTY OF _____

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

Notary Public
My Commission Expires: _____

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

**ATTACHMENT "B"
PROPOSAL AFFIDAVIT**

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

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement. The 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.

Before me, the undersigned authority, _____(Affiant) who, being duly sworn, deposes and says he/she is _____(Title) of _____(Respondent) submitting the attached proposal for the services covered by the RFP documents for **RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES.**

The Affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his/her firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent 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, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Respondent Firm)

By _____
(Affiant Signature)

(Title)

Date of Signature

STATE OF _____

COUNTY OF _____

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

Notary Public
My Commission Expires:_____

RESPONDENTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO PROPOSAL.

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

**ATTACHMENT “C”
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP 23-32; Residential Solid Waste, Recycling, and Yard Waste Collection Services

The term “conflict of interest” refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a contractor’s professional judgment in completing work for the benefit of St. Johns County (“County”). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

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

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

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

Please check the appropriate statement:

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

Legal Name of Respondent: _____

Authorized Representative(s):	_____	_____
	Signature	Print Name/Title
	_____	_____
	Signature	Print Name/Title

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

**ATTACHMENT "D"
DRUG-FREE WORKPLACE FORM**

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

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Proposal a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

**ATTACHMENT "E"
ACKNOWLEDGEMENT OF ADDENDA**

Respondent hereby acknowledges receipt of the following Addenda, issued by the County and incorporated into and made a part of the RFP Documents. By acknowledging the Addenda listed below, Respondent hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Respondent's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Respondent being deemed non-responsive to the requirements of the RFP, and removed from further consideration.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME OF OFFEROR'S AGENT	TITLE OF OFFEROR'S AGENT	SIGNATURE OF OFFEROR'S AGENT

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

**ATTACHMENT "F"
E-VERIFY AFFIDAVIT**

STATE OF _____
COUNTY OF _____

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

1. Respondent understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. If awarded, for the duration of Contract No. RFP No: 23-32 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Respondent and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Respondent shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Respondent understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Respondent further understands and agrees that in the event of such termination, Consultant shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Respondent

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

Notary Public
My Commission Expires: _____

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

**ATTACHMENT "G"
EQUAL OPPORTUNITY REPORT STATEMENT**

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

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

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

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

orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

**ATTACHMENT "H"
NON-COLLUSION CERTIFICATION**

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

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

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

NAME OF FIRM/PARTNERSHIP/CORPORATION:

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

ATTACHMENT "1"

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

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

1. The principal business address of Respondent is _____

2. I am duly authorized as _____ (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after January 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to January 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, on this _____ day of _____, 2023, by Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

**ATTACHMENT "J"
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**

The Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Must have no Active Exclusions listed in www.SAM.gov.
2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. Have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFP, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

ATTACHMENT "K"

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Handwritten Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

NAME OF FIRM: _____

DATE: _____

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

ATTACHMENT "L"

PROPOSED PRICING FORM – SERVICE AREA 1 (NORTH) – OPTION 1 (GARBAGE CANS)

Respondent shall insert the monthly rate for each of the items listed below, for performance of Services specified under Option 1 for Service Area 1 (North) herein and in the Agreement. Respondent shall insert the Total Monthly Cost per Residential Property, which shall be the sum of the preceding rates in the table below. For the purposes of this Proposal, each month shall be deemed to consist of 4.33 weeks. The rates for Residential Collection Services shall apply to each Customer that receives such service, regardless of the number of Garbage Cans and Recycling Carts used by the Customer.

Rates for Automated Source Separated Recyclables and Manual Yard Waste must include any and all costs, fees, charges, and amounts related to transportation, processing and disposal of the materials collected.

SERVICE AREA 1 (NORTH) – OPTION 1 – Residential Collection Service with Garbage Cans	
Service Item:	Monthly Rate
1. Manual Garbage and Rubbish Collection (must include costs for Bulky Waste, including White Goods)	\$
2. Manual Yard Waste Collection	\$
3. Automated Source Separated Recyclable Material (using existing carts)	\$
Total Monthly Cost per Residential Property (Sum of Items 1, 2, and 3, above)	\$

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

ATTACHMENT "M"

PROPOSED PRICING FORM – SERVICE AREA 2 (SOUTH) – OPTION 1 (GARBAGE CANS)

Respondent shall insert the monthly rate for each of the items listed below, for performance of Services specified under Option 1 for Service Area 2 (South) herein and in the Agreement. Respondent shall insert the Total Monthly Cost per Residential Property, which shall be the sum of the preceding rates in the table below. For the purposes of this Proposal, each month shall be deemed to consist of 4.33 weeks. The rates for Residential Collection Services shall apply to each Customer that receives such service, regardless of the number of Garbage Cans and Recycling Carts used by the Customer.

Rates for Automated Source Separated Recyclables and Manual Yard Waste must include any and all costs, fees, charges, and amounts related to transportation, processing and disposal of the materials collected.

SERVICE AREA 2 (SOUTH) – OPTION 1 – Residential Collection Service with Garbage Cans	
Service Item:	Monthly Rate
1. Manual Garbage and Rubbish Collection (must include costs for Bulky Waste, including White Goods)	\$
2. Manual Yard Waste Collection	\$
3. Automated Source Separated Recyclable Material (using existing carts)	\$
Total Monthly Cost per Residential Property (Sum of Items 1, 2, and 3, above)	\$

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

ATTACHMENT "N"

PROPOSED PRICING FORM – SERVICE AREA 1 (NORTH) – OPTION 2 (GARBAGE CARTS)

Respondent shall insert the monthly rate for each of the items listed below, for performance of Services specified under Option 2 for Service Area 1 (North) herein and in the Agreement. Respondent shall insert the Total Monthly Cost per Residential Property, which shall be the sum of the preceding rates in the table below. For the purposes of this Proposal, each month shall be deemed to consist of 4.33 weeks. The rates for Residential Collection Services shall apply to each Customer that receives such service, regardless of the number of Garbage Cans and Recycling Carts used by the Customer.

Rates for Automated Source Separated Recyclables and Manual Yard Waste must include any and all costs, fees, charges, and amounts related to transportation, processing and disposal of the materials collected.

SERVICE AREA 1 (NORTH) – OPTION 2 – Residential Collection Service with Garbage Carts	
Service Item:	Monthly Rate
1. Automated Garbage and Rubbish Collection (must include costs for Bulky Waste, including White Goods)	\$
2. Manual Yard Waste Collection	\$
3. Automated Source Separated Recyclable Material (using existing carts)	\$
Total Monthly Cost per Residential Property (Sum of Items 1, 2, and 3, above)	\$

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

ATTACHMENT "O"

PROPOSED PRICING FORM – SERVICE AREA 2 (SOUTH) – OPTION 2 (GARBAGE CARTS)

Respondent shall insert the monthly rate for each of the items listed below, for performance of Services specified under Option 2 for Service Area 2 (South) herein and in the Agreement. Respondent shall insert the Total Monthly Cost per Residential Property, which shall be the sum of the preceding rates in the table below. For the purposes of this Proposal, each month shall be deemed to consist of 4.33 weeks. The rates for Residential Collection Services shall apply to each Customer that receives such service, regardless of the number of Garbage Cans and Recycling Carts used by the Customer.

Rates for Automated Source Separated Recyclables and Manual Yard Waste must include any and all costs, fees, charges, and amounts related to transportation, processing and disposal of the materials collected.

SERVICE AREA 2 (SOUTH) – OPTION 2 – Residential Collection Service with Garbage Carts	
Service Item:	Monthly Rate
1. Automated Garbage and Rubbish Collection (must include costs for Bulky Waste, including White Goods)	\$
2. Manual Yard Waste Collection	\$
3. Automated Source Separated Recyclable Material (using existing carts)	\$
Total Monthly Cost per Residential Property (Sum of Items 1, 2, and 3, above)	\$

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

ATTACHMENT "P"

PROPOSED PRICING – SUPPLEMENTAL COLLECTION SERVICES

Respondent shall submit with their Proposal, Rates for Supplemental Collection Services, as provided in the Agreement, and summarized below. These Rates shall not be utilized in the evaluation of Pricing as part of this RFP process, but will be negotiated for inclusion in the final executed Agreement between the County and Contractor(s). Respondent shall complete this Attachment P for each of the Service Areas, for which Respondent is submitting a Proposal (i.e. submit one Attachment P for Service Area 1 and one Attachment P for Service Area 2).

Supplemental Collection Services for Residential Customers*		
Line Item:	Unit of Measure	Unit Pricing:
Purchase an additional 95-gallon Garbage Cart (one-time fee)	Each	\$
Purchase an additional 95-gallon Recycling Cart (one-time fee)	Each	\$
Collection of Additional Yard Waste	Cubic Yard	\$
Emergency Services		
Rear loader compacted rate for storm debris	Per Ton	\$
Claw truck uncompacted rate for storm debris	Per Cubic Yard	\$
Roll-off truck and container (uncompacted) for storm debris	Per Cubic Yard	\$
Temporary support for Residential Collection Service in unincorporated County, outside of the Contractor's Service Area, using a standard rear loader waste collection truck with two employees. Based on a ten-hour day.	Per Day	\$
Temporary support for hauling County Roll-Off Containers from the transfer station in the Service Area to the Designated Facility for the disposal of Garbage.	Per Container	\$

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

**ATTACHMENT "Q"
PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that _____,
the undersigned Respondent, as Principal, and _____, a corporation
duly organized under the laws of the State of _____, as Surety, are hereby held and firmly bound
unto St. Johns County, ("County"), a political subdivision of the State of Florida, as Obligee, in the penal sum of
Fifty Thousand Dollars (\$50,000.00), for the payment of which sum will and truly be made, we, as Principal and
Surety, hereby jointly and severally bind ourselves, and our successors and assigns.

Signed this _____ day of _____, 2023.

WHEREAS, the Principal has submitted a certain Proposal to the County, in response to the County's Request
for Proposals (RFP No: 23-32), and the Principal thereby offered to provide Services pursuant to an Exclusive
Franchise Agreement ("Agreement").

NOW, THEREFORE, the condition of this obligation is such that:

- (a) If the Principal's Proposal is rejected by the County, then this obligation shall be void;
- (b) If the Principal is awarded an Agreement to perform the Services, and within the time required, the
Principal executes and delivers the Agreement, and delivers a good and sufficient performance bond,
parent corporation guaranty, and certificate of insurance, all in compliance with the requirements of the
RFP and Agreement, and in all other respects secures the performance of the terms and conditions in
the Agreement, then this obligation shall be void;
- (c) Except as provided in (a) and (b) above, this obligation shall remain in full force and effect, and shall be
paid in full upon demand by the County, but the liability of the Surety for claims hereunder shall not
exceed the penal amount of this obligation.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall
be in no way impaired or affected by an extension of the time within which the County may accept the Proposal,
as said Surety does hereby waive notice of any such extension. The Surety hereby attests and confirms that the
Surety: has a resident agent in the State of Florida; is rated "A" or better as to management and "FSC X" or
better as to strength by Best's Insurance Guide; is listed on the U.S. Treasury Department's list of acceptable
sureties for federal bonds; and has been in business for at least five (5) years.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto executed this instrument, and have affixed
their corporate seals hereto, on this _____ day of _____, 2023, and these presents to
be signed by their proper officers, the day and year first set forth above.

Principal

Signature by Authorized Representative

Name of Firm

Print full name

Title

Witness

Signature of Witness

Print Name of Witness

Witness

Signature of Witness

Print Name of Witness

Surety

Signature by Authorized Representative

Corporate Surety

Print full name

Title

Attorney-in-Fact Signature (Affix Seal)

Business Address

Name of Local Insurance Agency

Point of Contact Email & Phone Number

Witness

Signature of Witness

Print Name of Witness

Witness

Signature of Witness

Print Name of Witness

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES

ATTACHMENT "R"
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, (Affiant) certify that I am the Secretary of the corporation named as Principal in the foregoing; that _____, (Authorized Representative of Respondent) who signed the Bond(s) on behalf of the Respondent, was then _____ (Title) of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said bond(s) was duly signed, sealed, and attested to on behalf of said corporation by authority of its governing body.

Signature of Secretary

Full Legal Name of Corporation (Respondent)

STATE OF _____

COUNTY OF _____

Before and by me, a Notary Public duly commissioned, qualified and acting personally, being duly sworn upon oath by means of physical presence or online notarization, _____ (Authorized Representative of Bidder) states that he/she is authorized to execute the foregoing Bid Bond on behalf of the Bidder named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me on this ___ day of _____, 20__, by the Authorized Representative of Bidder, who is personally known to me or has produced _____ as identification. Type and Number of I.D. produced: _____.

Notary Public
My Commission Expires: _____

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

RFP 23-32; RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES
ATTACHMENT "S"
LIST OF PROPOSED SUB-CONTRACTORS / SUPPLIERS

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

Company Name	Work/Services to be Performed	Primary Contact Name	Contact Number and Email Address	Percentage (%) of Total Work/Services

SEALED RFP MAILING LABEL

Complete and affix this mailing label to the sealed envelope/container to identify as a SEALED Proposal.

SEALED PROPOSAL • DO NOT OPEN	
RFP #:	RFP 23-32
RFP TITLE:	RESIDENTIAL SOLID WASTE, RECYCLING, AND YARD WASTE COLLECTION SERVICES
SUBMITTAL DEADLINE:	Thursday, August 10, 2023 No Later Than 4:00 PM
SERVICE AREA:	
SUBMITTED BY:	
	Respondent Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT