



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

**REQUEST FOR PROPOSALS
RFP NO: 1983**

**INTERIM, AS NEEDED SUPPLEMENTAL RESIDENTIAL YARD WASTE
COLLECTION SERVICES**

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

DRAFT 8/16/24

RFP 1983 INTERIM, AS NEEDED SUPPLEMENTAL RESIDENTIAL YARD WASTE COLLECTION SERVICES

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grounds for disqualification, and removal from further consideration for award of a contract under this RFP.

F. 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, August 29, 2024**. 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.

G. 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	August 19, 2024
Deadline for Questions	August 29, 2024
Proposal Submittal Deadline	September 12, 2024
Evaluation of Submitted Proposals	September 19, 2024
Discussions/ Presentations (if applicable)	September 26, 2024
Negotiations	October 2024
Board of County Commissioners Meeting	November 5, 2024

H. 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.

I. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with federal, state and local law, awarded Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The awarded Contractor shall be required to comply with all aspects of the Americans with Disabilities Act (“ADA”) during the performance of the required Services. Proposers must complete and submit the Equal Employment Opportunity Statement, **Attachment “G”**, with their Proposal.

J. 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.

K. 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.

L. PAYEE MANAGEMENT

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

M. 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 Proposers. Proposers 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.

N. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

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

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.

Each Proposer must include in the submitted Proposal, all Sub-contractors proposed by the Proposer to perform any portion of the required Services specified herein. The Proposer 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 Proposer 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 Proposer.

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

Sub-contractors proposed by the Proposer 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. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Proposals and any subsequent proposals, the awarded Proposer pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and beyond the control of both the awarded Contractor and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

Q. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Contract, and in accordance with section Florida Statute § 448.095, Florida Statutes, Contractor and all subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

1. Contractor shall require each subcontractor to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the awarded Contract.
2. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute § 448.09(1), or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
3. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
4. Contractor acknowledges that, in the event that the County terminates the awarded Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Contract 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 as needed supplemental, interim on-call residential yard waste collection services to St Johns County. Proposer will be deployed for yard waste collection services via email and/or phone call with 24-hours notice from the County after three (3) consecutive missed collection days by the current hauler in the unincorporated areas of St. Johns County. The County is seeking Proposals that maintain a high level of customer service while maximizing services, efficiency, and cost effectiveness. The County makes no guarantee of number of deployments.

B. COLLECTION

- The Contractor shall collect all Yard Waste that is placed Curbside, at locations as identified by the County upon notification to the Contractor of missed collection(s).
- Yard Waste includes leaves, grass clippings, twigs, and small pieces of yard debris that is 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 which shall mean rocks, soils, tree remains,

trees, tree trunks, limbs, stumps, bushes, vegetation and other material resulting from land clearing, land development, or lot clearing operations. Land Clearing Debris does not include vegetative matter from lawn or landscape maintenance, or right-of-way or easement maintenance

C. PAYMENT OF TIPPING FEES

The Contractor(s) will be responsible for any and all fees associated with the processing and disposal of Yard Waste collected from Residential Properties under the awarded Agreement.

D. 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. Contractors' 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.

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

F. 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.

PART III: PROPOSAL SUBMITTAL REQUIREMENTS & EVALUATION

A. PROPOSER RESPONSIBILITIES

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

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, Proposer 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. Proposer 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 Proposer must meet in order to be considered responsible

to perform the work specified in this RFP. Proposer must submit sufficient documentation to clearly demonstrate that the Proposer 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 Proposer 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. COMPLIANCE WITH FLORIDA STATUTE 287.138

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

2. Pursuant to 287.138 F.S., effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Agreement, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals of this Agreement. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Agreement by the County.

F. 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 Proposer's performance constitutes an act on behalf of the County, Proposer shall comply with all requirements of Florida's public records law. Specifically, if Proposer is expressly authorized, and acts on behalf of the County under the awarded Agreement, Proposer 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 Proposer transfers all public records to the County upon completion of the awarded Agreement, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of this Agreement, the Proposer 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 Proposer to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE AWARDED PROPOSER(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.

G. USE OF COUNTY LOGO

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

Proposer 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 Proposer 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.

H. CONFLICT OF INTEREST

Proposer 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. Proposers 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"

Proposer 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.

Proposer 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 Proposer may undertake and request an opinion from the County, whether such association, interest, or circumstance constitutes a conflict of interest.

Proposer must disclose any contractual or employment relationship with any County officer or employee, in the submitted Proposal. Additionally, Proposer 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 Proposer, nor Key Personnel of a Proposer 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 Proposers involved.

I. INSTRUCTIONS FOR SUBMITTING PROPOSALS

Proposer 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 Proposer. Proposer 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 Proposer'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.

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 (25) 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 Proposer'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

Proposer shall complete and submit the Proposal Cover Page provided herein. Proposer 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 Proposer and a description of the type of legal entity the Proposer is (i.e. corporation, partnership, joint venture, etc.)
- Proposer's physical street address and mailing address (if different), and the address of any facility where the Proposer may perform any portion(s) of the Services;
- The contact information of the Proposer'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 Proposer as applicable;

Delegation of Authority

Proposer must provide a signed Delegation of Authority Letter for any representative(s) signing the Proposal on behalf of the Proposer, who are not principals, owners, partners, etc., for the Proposer. 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 Proposer's firm.

Section 2: Company, Staff & Team Qualifications

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

Organizational Information:

- Provide any and all applicable licenses, certifications or other credentials held by the Proposer.
- 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.
- 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 Proposer) 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

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

- Provide a list of all active and expired contracts held by the Proposer since January 1, 2018, for performance of Residential Yard Waste Collection for a governmental agency. The list must include: the name of agency/owner of contract, description of services (including types of collection services performed) 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 – Proposer 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 Proposer, and such proceeding arose from a dispute concerning the Proposer's rights, remedies, or obligations under a contract with a city, county, or other governmental entity for the collection of Solid Waste or Recyclable Materials;
- B. a city, county, or other governmental entity terminated a contract with the Proposer, or the Proposer terminated a contract with a city, county, or other governmental entity concerning the collection of Solid Waste or Recyclable Materials;
- C. administrative fines, liquidated damages, or penalties were assessed against the Proposer or were deducted from the Proposer'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 Proposer's performance under a contract for the Collection of Solid Waste or Recyclable Material.

For each case identified under the categories A-D above, Proposer 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 Proposer to collect Solid Waste or Recyclable Material.

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

Section 4: Approach to Services

Proposer must provide a written narrative detailing the Proposer's approach, resources and plan for performing the required Services in accordance with the Agreement.

Proposer must provide information demonstrating that Proposer 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 perform the Services. Proposer must, at a minimum, provide information to demonstrate the approach, resources and plan for the following aspects of the Services:

- A. Employees. Please identify and describe:
 1. Number of employees Proposer has currently available to perform the Services, including the job categories for those employees (i.e. driver, helper, mechanic, customer service representative, etc.); or, how Proposer will obtain all necessary employees if not currently available;
 2. Proposer's plan for hiring and training all employees; and
 3. The total number of employees for all categories.

B. Vehicles. Please identify and describe how Proposer will obtain and equip all necessary vehicles (including which vehicles and equipment must be obtained, and the methods to be used by Proposer in order to obtain all vehicles and necessary equipment);

Section 6: Proposed Pricing

Proposer must include in each Proposal, a completed Proposed Pricing form for performance of the Services. The Pricing Proposal forms are provided herein as **Attachments L**.

Section 7: Administrative Information

Proposers shall submit the completed County Attachments, as provided herein, except those Attachments which are stated as being required in other sections.

J. 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 Proposer is responsible to perform the Services. Any Proposer 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 Proposers 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 Proposer 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 Proposer 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 Proposers, visit the facilities of one or more of the Proposers, or take any other action the County deems necessary to fairly evaluate a Proposal. The County reserves the right to remove any Proposer 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.

K. 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 Proposer, including past performance (experience) with the County prior to recommending firms for consideration of the St. Johns County Board of County Commissioners.

L. EVALUATION CRITERIA AND SCORING

The Evaluators will review and core 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. Proposed Pricing	40
Total Points Possible:	160
G. Shortlisted Presentations/Interviews (if applicable)	20

N. EVALUATION OF PRICING

The proposed Pricing submitted by each Proposer 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 Per Ton Rate shall be used to score this criterion as shown in the sample table below:

Proposer	Per Ton Rate	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

O. SHORTLISTED PRESENTATIONS

In the event the Evaluation Committee determines that oral presentations or interviews from a shortlist of Proposers is necessary in order to make a recommendation for award, such determination shall be communicated to those shortlisted Proposers 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 oral presentations/interviews 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 Proposer. 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 Proposer for award, the County may conduct a facility site visit of the Proposer’s facility, and/or facilities of any external partners, sub-contractors, or suppliers proposed by the Proposer to perform any aspect of the required Services.

The County reserves the right to remove any Proposer 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 Proposer(s) who serve the best interest of the County, however, the County may, at its sole discretion, request a Best and Final Offer (“BAFO”) from one or more Proposers, 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 Proposer that presents the Best Value to the County.

R. NEGOTIATIONS AND AWARD

It is the intent of the County to enter into negotiations with the selected Proposer who presents the Best Value to the County, 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 Proposers. If the County and the selected Proposer 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 Proposer are unable to reach an agreement, the County shall cease negotiations, and initiate negotiations with the next Proposer 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.

S. LIMITATIONS ON PROPOSER’S RIGHTS

By submitting a Proposal, each Proposer acknowledges and agrees that: (a) the submittal of a Proposal constitutes a binding offer by the Proposer and the offer shall not be withdrawn for at least ninety (90) 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 Proposer unless an Agreement is signed by authorized representatives of both parties (the County, and the awarded Proposer); (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 Proposer 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 Proposer 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 Proposer; and (h) any award of an Agreement shall be contingent upon availability of lawfully appropriated funds for this purpose.

T. PROTEST PROCEDURES

Any actual Proposer 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. The 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. 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.

B. 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.

C. 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.

D. INSURANCE REQUIREMENTS

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

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

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

The awarded Consultant shall maintain during the life of the awarded Contract, Commercial Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the awarded Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the awarded Consultant or by anyone directly or indirectly employed by the awarded Consultant.

The awarded Consultant shall maintain during the life of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

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

PART V: ATTACHMENTS

Proposer 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 Proposer, 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 Proposed Pricing Form**
- Attachment K Certificate as To Corporate Principal**
- Attachment L List of Proposed Sub-Contractors / Suppliers**

RFP 1983 INTERIM, AS NEEDED SUPPLEMENTAL RESIDENTIAL 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 PROPOSER: _____

MAILING ADDRESS: _____

POINT OF CONTACT NAME & TITLE: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

RFP 1983 INTERIM, AS NEEDED SUPPLEMENTAL RESIDENTIAL YARD WASTE COLLECTION SERVICES

**ATTACHMENT "A"
AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF _____ (Proposer) 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 1983 INTERIM, AS NEEDED SUPPLEMENTAL RESIDENTIAL 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 Proposer 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 _____(Proposer) submitting the attached proposal for the services covered by the RFP documents for **RFP 1983 INTERIM ON-CALL AS NEEDED RESIDENTIAL 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 Proposer has no financial interest in the firm of another Proposer 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.

(Proposer 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:_____

RFP 1983 INTERIM, AS NEEDED SUPPLEMENTAL RESIDENTIAL 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 1983 INTERIM, AS NEEDED SUPPLEMENTAL RESIDENTIAL YARD WASTE COLLECTION SERVICES
ATTACHMENT "E"
ACKNOWLEDGEMENT OF ADDENDA**

Proposer 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, Proposer hereby certifies that the information, clarifications, revisions, or other items included in each Addenda have been incorporated into the Proposer's Proposal. Failure to acknowledge and incorporate issued Addenda may result in a Proposer 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 1983 INTERIM, AS NEEDED SUPPLEMENTAL RESIDENTIAL YARD WASTE COLLECTION SERVICES
ATTACHMENT "F"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

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

1. Proposer 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: 1983 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Proposer 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 Proposer 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. Proposer 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. Proposer 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 Proposer 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 Proposer

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 1983 INTERIM, AS NEEDED SUPPLEMENTAL RESIDENTIAL YARD WASTE COLLECTION SERVICES

ATTACHMENT "G"

EQUAL OPPORTUNITY REPORT STATEMENT

The Proposer (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 1983 INTERIM, AS NEEDED SUPPLEMENTAL RESIDENTIAL 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 1983 INTERIM ON-CALL AS NEEDED RESIDENTIAL 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 _____
 _____ ("Proposer") hereby swears or affirms as follows:

1. The principal business address of Proposer is _____

2. I am duly authorized as _____ (Title) of Proposer.
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 Proposer

 Date of Signature

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

 Notary Public

 My Commission Expires

RFP 1983 INTERIM ON-CALL AS NEEDED RESIDENTIAL YARD WASTE COLLECTION SERVICES

**ATTACHMENT "J"
PROPOSED PRICING FORM**

Proposer shall insert the Per Ton Rate for Manual Yard Waste Collection.

Rates for Manual Yard Waste must include any and all costs, fees, charges, and amounts related to labor, transportation, processing and disposal of the materials collected. The County makes no guarantee of any amount or quantity to be collected under the awarded Contract.

Manual Yard Waste Collection	
Service Item:	Per Ton Rate
Manual Yard Waste Collection	\$

RFP 1983 INTERIM ON-CALL AS NEEDED RESIDENTIAL YARD WASTE COLLECTION SERVICES

**ATTACHMENT "K"
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 Proposer) who signed the Bond(s) on behalf of the Proposer, 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 (Proposer)

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 1983 INTERIM ON-CALL AS NEEDED RESIDENTIAL YARD WASTE COLLECTION SERVICES

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


Proposer shall submit any and all subcontractors and/or major material suppliers proposed to perform any portion of the Services for review/approval by the County. Proposer shall attach any and all applicable licenses or certifications held by the proposed subcontractor/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

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 1983
RFP TITLE:	Interim On-Call as Needed Residential Yard Waste Collection Services
SUBMITTAL DEADLINE:	Thursday, September 12, 2024 No Later Than 4:00 PM
SERVICE AREA:	
SUBMITTED BY:	
	Proposer Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine, FL 32084



END OF DOCUMENT