

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084



REQUEST FOR PROPOSAL (RFP)

REQUIRED RESPONSE FORM

RFP NO.: 2017-22
RELEASE DATE: May 4, 2017

RFP TITLE: Recycling Services

F.O.B. Destination: **District Wide**

CONTACT: Patrick Snodgrass
Director of Purchasing
(904) 547-8941
patrick.snodgrass@stjohns.k12.fl.us

RFP DUE DATE AND TIME: June 5, 2017 @ 1:30 pm
RFP OPENING DATE AND TIME: June 5, 2017 @ 2:00 pm

SUBMIT RFP TO: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

RFP OPENING LOCATION: Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

REQUIRED SUBMITTALS CHECKLIST - Each submittal checked below is **required** for proposal to be considered.

- Literature Specifications Catalogs Product Samples: See Special Conditions
 Debarment Form Manufacturer's Certificate of Warranty
 Drug-Free Workplace Certification List of References
 Certificate of Insurance: See Special Conditions
 Additional submittals specific to this RFP may also be required – See Special Conditions for details

PROPOSER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR RFP TO BE CONSIDERED.

Company Name: _____

Address: _____

City, State: _____ Zip: _____ FEIN: _____

Signature of Owner or Authorized Officer/Agent _____ Telephone: _____

Typed Name of Above: _____ FAX: _____

Email: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity or person submitting an offer for the same materials, supplies, equipment, or services (s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the offeror to sign this response. In submitting an offer to the School Board of St. Johns County, I, as the proposer, offer and agree that if the offer is accepted, the offeror will convey, sell, assign, or transfer to the School Board of St. Johns County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or service(s) purchased or acquired by the School Board. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of St. Johns County tenders final payment to the vendor.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Proposer: To ensure acceptance of the proposal follow these instructions:

1. **DEFINITIONS:** For purpose of this RFP, "Proposal" refers to the completed RFP Required Response Form above, together with all supporting documentations and submittals. "Proposer" refers to the entity or person that submits the proposal. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the RFP. "Conditions" refers to both the General Conditions and the Special Conditions of this RFP.
2. **EXECUTION OF PROPOSAL:** The RFP Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Proposal and all required submittals. All Proposals must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Proposal even when using opaque correction fluid. Any illegible entries will not be considered for award. The RFP General Conditions, Special Conditions and specifications **cannot** be changed or altered in any way by the Proposal or otherwise by the Proposer. In the event of any conflict between the Conditions and specifications of the RFP and the terms and Conditions of the Proposal, the Conditions and specifications of the RFP take precedence. Any failure to comply with the RFP Conditions or specifications or attempt to alter them by the Proposer shall be grounds for rejection of the Proposal.
3. **SUBMISSION OF PROPOSAL:** The completed Proposal must be submitted in a sealed envelope with the RFP title and number on the outside. Proposals must be time stamped by the Purchasing Department prior to the RFP due time on date due. No Proposal will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Proposals submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this RFP.
4. **SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for individual proposals. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
5. **PRICES QUOTED:** Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the RFP. In case of discrepancy in computing the amount of the Proposal, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Proposer is responsible for freight charges. Proposer owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Proposer offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) Mistakes: Proposers are expected to examine the General and Special Conditions, specifications, delivery schedules, Proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
 - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this RFP shall be new (current production model at the time of this RFP) unless otherwise stated.

All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

- d) Underwriters' Laboratories: Unless otherwise stipulated in the RFP, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Proposers, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).

- 6. BRAND NAMES:** The District reserves the right to seek proposals for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Proposer may propose a substitute product of equal quality and functionality unless the Conditions or Specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Proposer's responsibility to submit with the Proposal brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.
- 7. QUALITY:** The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Proposer shall make any such repairs and/or replacements immediately upon receiving notice from the District.
- 8. SAMPLES:** Samples of items, when required, must be furnished free of expense by the RFP due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Proposer's expense. Proposers will be responsible for the removal of all samples furnished within thirty (30) days after RFP opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Unit 5, St. Augustine, FL 32084.
- 9. TESTING:** Items proposed may be tested for compliance with RFP Conditions and specifications.
- 10. NON-CONFORMITY:** Items delivered that do not conform to RFP Conditions or specifications may be rejected and returned at Proposer's expense. Goods or services not delivered as per delivery date in RFP and/or purchase order may be purchased on the open market. The Proposer shall be responsible for any additional cost. Any violation of these stipulations may also result in Proposer being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
- 11. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), the Proposal must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
- 12. REQUESTS FOR CLARIFICATION:** No correction or clarification of any ambiguity, inconsistency or error in the RFP Conditions and specifications will be made to any Proposer orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the RFP. Only the interpretation or correction so given by the Purchasing Department Representative, in

writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP Conditions and specifications.

- 13. DISPUTE:** Any dispute concerning the Conditions or specifications of this RFP or the contract resulting from this RFP shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS:** Proposals shall be reviewed in accordance with the RFP Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all proposals; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any proposal; to acquire additional quantities at prices quoted in the Proposal unless additional quantities are not acceptable, in which case the Proposal must be conspicuously labelled "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the RFP shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES:** It is the intent of this solicitation to obtain proposals to sell the services or products to the School Board. Other school boards and governmental agencies/entities may purchase goods or services based on the contract awarded as a result of this RFP. The services and products are to be furnished in accordance with the terms of the resulting contract.
- 16. MARKING:** A packing list must be included in each shipment and shall show the School Board purchase order number, RFP number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) RFP number.
- 17. INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Proposer until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Proposer and return product at Proposer's expense.
- 18. BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.
- 19. COPYRIGHT AND PATENT RIGHTS:** The Proposer, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs and expenses, for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the School Board. If the proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA:** The Proposer warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 21. LEGAL REQUIREMENTS:** The Proposer shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

- 22. CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all Proposers must disclose the name of any Board employee who owns directly or indirectly, an interest of five per cent (5%) or more of the total assets of capital stock in the Proposer's firm.
- 23. ANTI-DISCRIMINATION:** The Proposer certifies that Proposer is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
- 24. LICENSES AND PERMITS:** The Proposer shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the RFP award.
- 25. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After acceptance of bid, the Board will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
- 26. DEFAULT AND REMEDIES:** The following remedies for default shall apply.
- a) **Failure to Timely Deliver.** The parties acknowledge and agree that the damages for the failure of the successful Proposer to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Proposer to deliver on time. Therefore, in the event the successful Proposer fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Proposer in an amount equal to 25% of the unit price proposal, times the quantity. The successful Proposer shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
- b) **Other Default.** In the event of default for any reason other than the failure of the successful proposer to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 27. TERMINATION:** In the event any of the provisions of this RFP are violated by the Proposer, the Purchasing Department reserves the right to reject its proposal. Furthermore, the School Board reserves the right to terminate any contract resulting from this RFP for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
- 28. FACILITIES:** The Board reserves the right to inspect the Proposer's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT:** All material supplied to the School Board must be 100% asbestos free. Proposer by virtue of proposing, certifies by signing Proposal, that if awarded any portion of this proposal, will supply only material or equipment that is 100% asbestos free.
- 30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Proposal and any contract awarded to Proposer as a result of this RFP, the Proposer shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished

by the Proposer, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.

31. CRIMINAL BACKGROUND SCREENING: Pursuant to Florida Statute 1012.467 and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to rule out that Proposer's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

For this RFP:

- A. Student contact not anticipated
- B. Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if applicable.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

The Proposer acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Proposer shall be responsible for the expense of the background screening of its employees.

32. VENUE: Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this RFP shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.

33. WAIVER OF JURY TRIAL: The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this RFP or any contract awarded upon this RFP. This provision is a material inducement for the School Board to enter into the proposal contract.

34. LOBBYING: Lobbying is not permitted with any District personnel or School Board members in connection with any RFP or competitive solicitation. All oral or written inquiries must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

35. ASSIGNMENTS: The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under this bid contract without the prior written consent of the School Board.

36. PROTEST: Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.

37. COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(l) and 85.510, Code of Federal Regulations and are included by reference herein.

- a) Debarment: The Proposer certifies by signing the Proposal and required response form that the Proposer and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally

funded transactions, the proposer shall immediately notify the Purchasing Department and the Superintendent, in writing.

- b) Records: Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final **payment is made.**
- c) Termination: For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.

38. PUBLIC ENTITY CRIME: Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

39. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS: The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

- a) **Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available** [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
- b) **Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9** [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]

40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS: The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.

41. PUBLIC RECORDS AND CONFIDENTIALITY: Subject to the limited confidentiality afforded pending RFP Proposals by Florida Statute 119.071, the RFP and all proposals are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a proposal, proposers will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; sjpubrec@stjohns.k12.fl.us ; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:
 - (a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
 - (b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for 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;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or
 - (d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 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 action that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 chapter 893 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.
- 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

(Vendor's Signature)



PROPOSER’S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

RFP number and description: _____

Identify the state in which the Proposer has its principal place of business: _____

Instructions: IF your principal place of business above is located within the State of Florida, the Proposer must sign below and submit this form with your bid response, no further action is required.

However, if your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.

OPINION OF OUT –OF-STATE BIDDER’S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Florida Statute, provides that “a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.” See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Proposer’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Proposer’s principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable state law(s)):

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Proposer’s principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Proposer’s principal place of business is in the political subdivision of _____ and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

Signature of out-of-state proposer’s attorney: _____

Attorney’s printed name: _____

Address of out-of-state proposer’s attorney: _____

Phone number/e-mail of out-of-state proposer’s attorney: _____

Attorney’s states of bar admission: _____

Proposer’s Signature: _____

Proposer’s Printed Name: _____

ST. JOHNS COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSAL

SPECIAL CONDITIONS

1.0 INTRODUCTION

- 1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting proposals for recycling services at various schools and facilities throughout the District. The selected vendor will be prepared to provide recycling resources and services pursuant to an estimated 35 locations with the potential for future growth. The selected vendor will be a business entity registered with the State of Florida to provide recycling services and have the authority and legal status to enter into a contract with the District. The selected vendor shall comply at all times with applicable Federal, State, and local laws and regulations regarding recycling.

2.0 INSTRUCTIONS FOR RFP SUBMITTAL

- 2.1 All proposals must be received no later than, June 5, 2017 @ 1:30 PM and must be delivered to:

St. Johns County School District
Sebastian Administrative Annex
Purchasing Department
3015 Lewis Speedway, Unit 5
St. Augustine, FL 32084

If a proposal is transmitted by US mail or other delivery medium, the proposer will be responsible for its timely delivery to the address indicated

- 2.2 Any proposal received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original proposal and one photocopy of the proposal; must be sealed in one package and clearly labeled “RFP #2017-22 Recycling Services” on the outside of the package. The legal name, address, proposer’s contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original proposal with a manual signature may result in rejection of the bid.
- 2.5 All proposals must be signed by an officer or employee having the authority to legally bind the proposer.

RFP #2017-22 Recycling Services

- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Proposers should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the proposal.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in the State of Florida shall be five (5) percent. F.S. 287.084(1)(a).

A vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. F.S. 287.084(2)

3.0 **AWARD**

RFP #2017-22 Recycling Services

- 3.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all proposals.
- 3.2 The District reserves the right to require proposer(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.
- 3.3 The District reserves the right, prior to Board approval, to withdraw the RFP or portions thereof, without penalty.
- 3.4 The District reserves the right to: (1) accept the proposal of any firm to be in the best interest of the District and (2) to reject any and/or all proposals.
- 3.5 The District reserves the right to conduct interviews with any of the proposers and to require a formal presentation by any of the proposers.
- 3.6 It is the intent of the District to award this RFP to one or more sources, as determined to be in the best interest of the District.
- 3.7 The RFP award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

4.0 CONTRACT/RENEWAL

- 4.1 The term of this contract shall be from July 12, 2017 to July 11, 2020 and may by mutual agreement between the District and the awarded vendor(s) be renewable for up to two (2) additional one (1) year periods.
- 4.2 Prices submitted in the proposal shall remain firm for the first year of the contract period. The District will consider a price increase due to inflation provided the proposed price increase does not exceed the lesser of 3% or the rate of inflation determined by the Consumer Price Index (CPI) for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics, or any successor or substitute index appropriately adjusted for the 12 month period using the first published CPI for the month immediately preceding the month of the contract renewal request. The awarded vendor must request the increase in writing to the Director of Purchasing ninety (90) days prior to the anniversary date of the contract.
- 4.3 All terms and conditions of this RFP, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

5.0 TIME SCHEDULE

- 5.1 The District will attempt to adhere to the following schedule, however, makes no guarantee that the schedule will be achieved:

RFP #2017-22 Recycling Services

RFP Release	May 4, 2017
Deadline for Questions	May 18, 2017 @ 12:00 pm (ET)
Questions and Inquiries Answered	May 22, 2017 @ 5:00 pm (ET)
Proposals Due	June 5, 2017 @ 1:30 pm (ET)
Proposals Opened	June 5, 2017 @ 2:00 pm(ET)
Evaluation Committee Meeting	June 14, 2017 (tentative date)
Notice of Intended Decision	June 14, 2017 (tentative date)
Board Approval	July 11, 2017 (tentative date)

- 5.2 In order to maintain a fair and impartial competitive process, District staff or Board members will not communicate with prospective vendors regarding this RFP after the release date. All questions and inquiries must be submitted via email no later than May 18, 2017 @ 12:00 pm to:

Patrick Snodgrass
Director of Purchasing
patrick.snodgrass@stjohns.k12.fl.us

Communication via email as stated above is the only means prospective bidders may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.

The District will not respond to questions and inquiries submitted after the deadline stated above.

All questions will be answered via posting to the DemandStar website www.demandstar.com no later than May 22, 2017 @ 5:00 pm.

- 5.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.
- 5.4 No Addendum will be issued later than May 22, 2017, except an addendum withdrawing the RFP or one which includes postponement of the date for receipt of proposals or one containing the questions and answers.
- 5.5 All notices relative to this RFP, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site – www.demandstar.com.
- 6.0 **SCOPE OF SERVICES**
- 6.1 The RFP is for recycling services at various schools and facilities throughout the District. All services shall be in such a manner as to be in compliance with all applicable federal, state, county and local laws and regulations regarding recycling. Respondent may include multiple methods of recycling including front load and other containers.

RFP #2017-22 Recycling Services

Respondent shall provide all necessary labor, materials, containers, vehicles, and equipment for the collection, removal, and proper recycling of all materials to be collected from the designated containers.

- 6.2 Respondent(s) is required to meet all appropriate OSHA standards. All traffic signs, regulations, and speed limits shall be strictly observed. Respondent(s) shall show extreme caution when pedestrians are near the recycling containers or surrounding area. Respondent(s) vehicles may not be left, unoccupied, without the prior removal of the ignition keys.
- 6.3 Vehicles used by Respondent shall be in good condition. In the event of vehicle breakdown(s), Respondent will be responsible to provide replacement vehicles and to remove recyclable materials within 24 hours.
- 6.4 Respondent will be required to properly open and re-secure all enclosure gates or doors during collection. Gate keys will be provided by District to allow access to recyclable containers during non-business hours.
- 6.5 Respondent shall be responsible for any damages to District property resulting from the services provided under the resulting contract.
- 6.6 Containers shall be delivered to schools/facilities within fifteen calendar days of the mutually agreed upon effective date of a contract resulting from this RFP. The District and Respondent awarded this RFP will finalize the implementation plan for delivery of all containers. A list of applicable schools and facilities is included in **Appendix A**. Locations may be added or deleted at the sole discretion of the District.
- 6.7 Respondent shall schedule collections at all locations to avoid conflict with the District's activities. Respondent must provide a tentative schedule for collection that will be approved by District to create a collection schedule. Respondent is required to collect all recyclable materials as specified by contract on the day of collection. Collection times by Respondent shall in no way interfere with the normal routine of the occupants of the buildings or their visitors. Special attention should be made for student traffic in service areas.

The current collection schedule is included in **Appendix B**. This schedule is provided for informational purposes only. The District does not guarantee a specific number of collections. The number of scheduled collections may be adjusted at the sole discretion of the District.
- 6.8 Missed scheduled collection dates shall be picked up within 24 hours. Any missed collection dates must be communicated to the District Purchasing department the day in which it happens or by 9:00 a.m. the following business day. Schedules may be adjusted at the discretion of the District during the summer breaks or other scheduled breaks recognized on the Board approved Master School Calendar.

RFP #2017-22 Recycling Services

- 6.9 The District reserves the right to relocate the recycling containers at an existing site at no additional cost. Respondent will be notified by the District in writing ten (10) consecutive calendar days prior to the effective date of the relocation. Respondent shall relocate applicable containers by the effective date unless other arrangements have been made in writing with the District.
- 6.10 Respondent shall furnish the Purchasing department a quarterly recycling report at the end of each quarter showing the volume of recycling materials picked up at District schools and facilities.
- 6.11 Respondent shall furnish new or quality refurbished containers for recycling at all sites as determined necessary by the District. The Respondent shall inspect, repair, repaint, and sanitize the containers at periodic intervals as requested, no less than once per contract year as necessary. Containers shall be standard corporate color and/or be blue in color clearly indicating it to be a recycling container.

Front load containers shall have slant top lids and operable covers with lightweight lids, be structurally sound to ensure they are leak free, and be lockable (i.e. hasp, lockbar). The containers and all doors and hardware shall be maintained in good working order by Respondent. Containers shall be constructed of high quality steel or an acceptable alternative material. It should be anticipated that a minimum of one 6-yard, or one 8-yard front load container shall be placed at each of the designated schools or facilities as indicated in Appendix B. Containers shall have a recycling symbol and have verbiage indicating specific acceptable recyclable materials.

Alternative containers, including 96 gallon containers, may be included in proposal for recyclable items not permitted in front load containers.

7.0 OTHER INFORMATION

- 7.1 Included below are estimated purchases for 2016-2017. The numbers below are estimates only and do not guarantee a specific number of pickups.

Milk Containers	2,055,000
Plastic Bottles	324,000
Aluminum Cans	255,000

8.0 PREPARATION OF PROPOSALS AND REQUIRED CONTENT

- 8.1 In order to ease comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Failure to provide the required information will affect the evaluation of the proposal and may be grounds for disqualification. Proposals should include, at a minimum, the following:

RFP #2017-22 Recycling Services

8.2 Table of Contents

8.3 Compliance Requirements

This is a compliance section and carries no evaluation points. Respondents must meet minimum criteria as specified to receive further consideration.

- RFP Cover Sheet. Completed response form (page 1 of the RFP) with all required information completed and all signatures as specified.
- Must provide evidence of authority to do business in Florida.
- Must provide a statement acknowledging that Respondent has the labor, materials, vehicles and equipment to provide recycling services to the District.
- Debarment Form.
- Drug Free Workplace Certification.
- Insurance certificate evidencing coverage as specified in section 10.0 or a signed statement indicating that coverage meeting the insurance requirements will be obtained prior to the commencement of any work under this RFP.

8.4 Qualifications and Experience of Respondent

- Describe the history, structure, and authoritative direction of control of Respondent's organization with particular emphasis on its experience in providing recycling services as detailed in the RFP.
- Respondent shall include a copy of all applicable licenses with its proposal.
- Respondent must demonstrate a record of company stability for the last five (5) years and provide information supporting evidence as follows:
 - State number of years in business.
 - State the location, address, and telephone number of Respondent's offices.
 - Provide a statement regarding Respondent's financial stability.
- The District may contact references. Provide at least three (3) Florida School District References or three (3) comparable references that the District may contact as references. Please include the following for each reference:
 - Company or Organization Name
 - Contact Person and Position
 - Address
 - Phone Number
 - Email Address

8.5 Respondent's Approach and Methodology

- Describe Respondent's understanding of the Scope of Services as described in Section 6.0 of this RFP.

RFP #2017-22 Recycling Services

- Describe the quarterly report that will be provided to the District.
- Respondent shall include a completed **Appendix C** Recyclable Material List Sheet in their proposal. Respondent shall check YES for each material it will agree to collect for recycling purposes from each school or facility in Front Load Single Stream Recycle Containers.
- If 96 gallon containers or other alternative containers are included in their proposal, Respondent shall identify the materials collected and the means and methods to be used to recycle the materials it is willing to accept.
- Respondent shall include the intended destination after the materials have been removed from the school or facility.
- Respondent shall list any special instructions for recycled materials.

8.6 Respondent's Proposed Pricing

- On the Proposal Price Sheet, each Respondent shall include:
 - Cost per pickup for a single six (6) cubic yard front load container
 - Cost per pickup for single eight (8) cubic yard front load container
 - If applicable, cost per pickup for each 96 gallon container or other alternative containers
- Respondent shall also include all fees and charges that will be borne by District and explain the formulas, tasks, or other factors that the charges will be based on.
- Respondent shall describe any revenue sharing or rebates it is willing to offer the District, including the formula or basis for determining the amount of rebate. If rebates are affected by market conditions, provide a "sample" structure of the rebates and identify the market index or indices that will be used to determine the rebate.

9.0 PROPOSAL EVALUATION PROCESS

- 9.1 Proposals are received and publicly opened. Only names of Respondents are read at this time.
- 9.2 All proposals will be evaluated in accordance with the evaluation criteria specified in this document.
- 9.3 The proposal evaluation process shall consist of an evaluation of all responsive and responsible proposals by a committee ("Committee") consisting of District employees. Committee members shall independently review and score the written proposals in each criteria in Section 10.4 – 10.6, awarding points ranging from 90% to 100% for the maximum points for excellent, 80% to 90% for good, 70% to 80% for satisfactory, 60% to 70% for marginally unsatisfactory and 0% to 60% for unsatisfactory. The Committee member' scores will be totaled for each proposal and they will be ranked from highest to lowest based on the total number of points awarded.

RFP #2017-22 Recycling Services

EVALUATION OF WRITTEN PROPOSALS	MAXIMUM POINTS
Qualifications and Experience of Respondent	20
Respondent's Approach and Methodology	40
Respondent's Proposed Pricing	40
Total Maximum Points	100

9.4 The Committee reserves the right to meet as a group prior to completing the scoring process in order to discuss the proposals and scoring. Any such meeting will be noticed on the District website and will be conducted as a public meeting.

9.5 The Committee may consult with other District staff and third-party consultants for the purpose of gathering facts, information and feedback about the RFP and the proposals, but such other staff and consultants will not participate in the deliberation and evaluation process, as such communications are not subject to the sunshine law and will not be noticed and may take place outside of public meetings.

9.6 After an evaluation of the written proposals, the evaluation committee may conduct interviews or request presentations from a short list of vendors. If this is determined, Respondent will be contacted for interview or presentation on a date decided by the District. Again, this is an optional interview or presentation that will be determined by the evaluation committee.

Should the evaluation committee elect to move forward with an interview or presentation, each vendor would begin with a score of zero (0). The same scoring criteria and maximum point distribution listed above would be used. All information obtained through written proposals and interviews or presentations would be used in scoring.

9.7 Upon completion of the evaluation, the Committee will recommend to the Board that it authorize the Superintendent to negotiate and execute a contract with the highest ranking Respondent. If a satisfactory contract cannot be negotiated, negotiations with the highest ranked Respondent will be terminated at the discretion of the District and negotiations will commence with the second highest ranked Respondent. This process shall continue until a satisfactory contract is reached with one of the Respondents, subject to acceptance and final approval by the Board. If a contract cannot be reached with any of the Respondents, the District reserves the right to acquire the services specified in this solicitation from any vendor of it's choosing through direct negotiation, in accordance with Florida Department of Education Rules.

9.8 During the negotiation process, a Respondent shall not propose or require contract terms or conditions that are contrary to or inconsistent with the terms and requirements of the RFP, as contained in the General and Special Conditions, and any addenda.

10.0 **INSURANCE REQUIREMENTS**

RFP #2017-22 Recycling Services

It is mandatory that the person/firm submitting the proposal have minimum Liability limits of \$1,000,000.00 for Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Proposer's insurance provider must be rated A- or better by AM Best. If the Proposer's current certificate of insurance does not meet the amount required, a statement must be included with the proposal document from their insurance carrier indicating that if a Proposal award was made to the firm, that the carrier would write the necessary insurance coverage. The successful Proposer must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible proposer. **Successful vendor must list St. Johns County School Board as an additional insured.**

11.0 VENDOR PAYMENT

The St. Johns County School District requires all vendors responding to this RFP to accept payment from the District on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique "ghost" credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by the district.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

12.0 PURCHASE ORDERS

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to the District. A commitment, either written or verbal, from District employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the District can be found on the District web site, www.stjohns.k12.fl.us under the Purchasing Department.

Proposal Price Sheet

	Cost
Cost per Collection of a single six (6) cubic yard Front Load Single Stream Container for all items identified with a YES in Appendix C	
Cost per Collection of a single eight (8) cubic yard Front Load Single Stream Container for all items identified with a YES in Appendix C	
If applicable, cost per collection of a single 96 gallon container for all items identified in proposal	
If applicable, cost per collection of a single alternative container for all items identified in proposal	

Company Name: _____

Authorized Signature: _____

Print Name: _____

Date: _____

Appendix A
Schools and Facilities

<u>School/Facility</u>	
<u>Elementary Schools</u>	<u>Address</u>
Crookshank Elementary	1455 N. Whitney Street, St. Augustine, FL 32084
Cunningham Creek Elementary	1205 Roberts Road, St. Johns, FL 32259
Durbin Creek Elementary	4100 Race Track Road, St. Johns, FL 32259
Hickory Elementary	235 Hickory Creek Trail, St. Johns, FL 32259
Julington Creek Elementary	2316 Race Track Road, St. Johns, FL 32259
Mill Creek Elementary	3750 International Golf Parkway, St. Augustine, FL 32092
Ocean Palms Elementary	355 Landrum Lane, Ponte Vedra Beach, FL 32082
Osceola Elementary	1605 Osceola Elementary Road, St. Augustine, FL 32084
Otis A Mason Elementary	207 Mason Manatee Way, St. Augustine, FL 32086
Palencia Elementary	355 Palencia Village Drive, St. Augustine, FL 32095
Ponte Vedra Palm Valley/Rawlings Elementary	630 A1A North, Ponte Vedra Beach, FL 32082
South Woods Elementary	4750 State Road 206 West, Elkton, FL 32033
Timberlin Creek Elementary	555 Pine Tree Lane, St. Augustine, FL 32092
Wards Creek Elementary	6555 State Road 16, St. Augustine, FL 32092
W D Hartley Elementary	260 Cacique Drive, St. Augustine, FL 32086
The Webster School	420 North Orange Street, St. Augustine, FL 32084
<u>Middle and K-8 Schools</u>	<u>Address</u>
Fruit Cove Middle	3180 Race Track Road, St. Johns, FL 32259
Gamble Rogers Middle	6250 US 1 South, St. Augustine, FL 32086
Alice B Landrum Middle	230 Landrum Lane, Ponte Vedra Beach, FL 32082
Liberty Pines Academy K-8	10901 Russell Sampson Rd., Saint Johns, FL 32259
Murray Middle	150 North Holmes Boulevard, St. Augustine, FL 32084
Pacetti Bay Middle	245 Meadowlark Lane, St. Augustine, FL 32092
Patriot Oaks Academy K-8	475 Longleaf Pine Parkway, Saint Johns, FL 32259
Sebastian Middle	2955 Lewis Speedway, St. Augustine, FL 32084
Switzerland Point Middle	777 Greenbriar Road, St. Johns, FL 32259
Valley Ridge Academy K-8	105 Greenleaf Drive, Ponte Vedra, FL 32081
<u>High Schools</u>	<u>Address</u>
Bartram Trail High	7399 Longleaf Pine Parkway, St Johns, FL 32259
Creekside High	100 Knights Lane, St. Johns, FL 32259
Allen D Nease High	10550 Ray Road, Ponte Vedra, FL 32081
Pedro Menendez High	600 State Road 206 West, St. Augustine, FL 32086
Ponte Vedra High	460 Davis Park Road, Ponte Vedra, Florida 32081
St. Augustine High	3205 Varella Avenue, St. Augustine, FL 32084
St. Johns Technical High	2980 Collins Avenue, St. Augustine, Florida 32084
<u>Other School District Facilities/Sites</u>	<u>Address</u>
Transportation Department at Crookshank Elem.	1455 North Whitney Street, St. Augustine, Florida 32084

Appendix B
Current Collection Schedule

School or Facility	Container Quantity	Container Size (cubic yards)	Number of Pickups per week
Allen D Nease High	1	8	5
Alice B Landrum Middle	1	8	3
Bartram Trail High	1	8	5
Creekside High	1	8	3
Crookshank Elementary	1	8	3
Cunningham Creek Elementary	1	8	3
Durbin Creek Elementary	1	8	2
Fruit Cove Middle	1	8	3
Gamble Rogers Middle	1	8	2
Hickory Creek Elementary	1	8	2
Julington Creek Elementary	1	8	2
Liberty Pines Academy K-8	1	8	5
Mill Creek Elementary	1	8	2
Murray Middle	1	8	3
Ocean Palms Elementary	1	8	2
Osceola Elementary	1	8	3
Otis A Mason Elementary	1	8	3
Pacetti Bay Middle	1	8	2
Palencia Elementary	1	8	2
Patriot Oaks K-8	1	8	5
Pedro Menendez High	1	8	2
Ponte Vedra High	1	8	4
Ponte Vedra / Palm Valley Elementary	1	8	2
Rawlings Elementary	1	8	2
Sebastian Middle	1	8	3
South Woods Elementary	1	8	2
St Augustine High	1	8	3
St. Johns Tech High	1	6	1
Switzerland Point Middle	1	8	2
Timberlin Creek Elementary	1	8	2
Transportation Department at Crookshank Elem.	1	6	1
Valley Ridge Academy K-8	1	8	5
Wards Creek Elementary	1	8	2
W D Hartley Elementary	1	8	2
The Webster School	1	8	2

**Appendix C
Recyclable Material List Sheet**

Front Load Single Stream Recycle Containers		
Check YES if included in Front Load Single Stream Recycle Containers		
Check NO if not included in Front Load Single Stream Recycle Containers		
Material Description	YES	NO
Aerosol Cans, Empty		
Aluminum Cans		
Aluminum Foil and Pans		
Aseptic Containers (juice pouches)		
Books, Hardbound		
Books Softbound		
Books, Telephone		
Bubble Wrap		
Bi-Metal Steel Cans (such as canned foods)		
Corrugated Cardboard		
Envelopes with Windows		
Envelopes Without Windows		
File Folders		
Glass Bottles		
Glass Jars		
Juice Cartons		
Junk Mail		
Magazines		
Milk Cartons		
Newspaper and Inserts		
Office Paper		
Paper Bags		
Paper Towel Rolls		
Paperboard Food Boxes (such as cereal boxes)		
Plastic Bags		
Plastic Marked with a #1 - #7 Recycling Symbol		
Plastic Silverware		
Plastic Straws		

Company Name: _____

Authorized Signature: _____

Print Name: _____

Date: _____



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Unit 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

*Patrick Snodgrass, CPSM
Director of Purchasing*

May 22, 2017

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #1** to RFP #2017-22 Recycling Services.

The time for responding to all questions and inquiries has been adjusted to May 23, 2017 at 5:00 PM EDT.

Thank you for your continued participation in the bid process.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick Snodgrass', is written in a cursive style.

Patrick Snodgrass
Director of Purchasing



ST. JOHNS COUNTY SCHOOL DISTRICT

Sebastian Administrative Annex

Purchasing Department

3015 Lewis Speedway, Unit 5

St. Augustine, Florida 32084

Telephone (904) 547-8941 FAX (904) 547-8945

*Patrick Snodgrass, CPSM
Director of Purchasing*

May 23, 2017

TO ALL VENDORS:

The purpose of this letter is to serve as **ADDENDUM #2** to RFP #2017-22 Recycling Services.

The following is a list of questions that were asked along with the responses:

1. **Question:** On bid RFP #2017-22 Recycling Services, what are the items need to be recycled? Is it retired IT equipment?

Answer: The District is seeking proposals for any and/or all items listed on the Recyclable Material List Sheet referenced as Appendix C in the RFP. A copy of the attachment has been included in this addendum.

Retired IT equipment is not included in this RFP.

2. **Question:** Can the awarded hauler charge for container overage?

Answer: No. The District, in partnership with the awarded vendor, will work to educate District staff on container overage. A consistent pickup time by the awarded vendor would play a factor in any container overage.

3. **Question:** Can the awarded hauler charge a delivery fee?

Answer: A delivery fee cannot be charged to the District for delivery of the original container or replacing a container which is not in good working order. Should a school or site wish to change the size of an existing container (i.e. 6 cubic yard to 8 cubic yard, or 8 cubic yard to 6 cubic yard) the awarded vendor may charge a delivery fee for the new container. This fee must be included in the Respondent's proposal and will be a factor in Respondent's Proposed Pricing.

4. **Question:** Can the awarded hauler charge for removals?

Answer: A hauler charge cannot be charged to the District for hauling the container off site should a school no longer require service or at the termination of any agreement resulting from this RFP, or hauling off a container which is not in good working order. Should a school or site wish to change the size of an existing container (i.e. 6 cubic yard to 8 cubic yard, or 8 cubic yard to 6 cubic yard) the awarded vendor may charge a hauler charge for removal of the old container. This fee must be included in the Respondent's proposal and will be a factor in Respondent's Proposed Pricing.

5. **Question:** Can the awarded hauler charge for container relocations?

Answer: No. At times, a container may need to be relocated on the same site resulting from a project, expansion or change in a school or site needs.

6. **Question:** Will the School District extend the deadline for questions to Thursday, May 25th?

Answer: No.

7. **Question:** Will the School District extend the deadline to Monday, June 12th?

Answer: No

8. **Question:** Due to the reduction in MSW collection we have witnessed an increase in recycling contamination. Will the awarded hauler have the right to not collect a recycling container if it is clearly contaminated with MSW?

Answer: No. Should the awarded vendor witness an increase in recycled contamination, the awarded vendor should notify the District Purchasing department in writing promptly. The District, in partnership with the awarded vendor, will work diligently to educate District staff on the appropriate recyclable materials. At this time, no documentation has been provided to the District Purchasing department regarding an increase in recycling contamination.

9. **Question:** Will you accept bids for certain locations or must the bid include service of all estimated 35 locations?

Answer: Proposals should include service for all locations listed on the RFP. It is expected for one additional school to open in August 2017 and two additional schools to open in August 2018.

10. **Question:** With Regard to 6.7 will we be provided with "normal routine operations times" for each school?

Answer: Current school hours are listed below and subject to change at the discretion of the School Board.

	Start Time	Monday, Tuesday, Thursday, Friday Dismissal	Wednesday Dismissal
Elementary School	8:30 am	2:50 pm	1:50 pm
K-8 School	8:30 am	2:50 pm	1:50 pm
Middle School	7:50 am	2:00 pm	1:00 pm
High School	9:15 am	3:45 pm	2:45 pm

11. **Question:** With Regard to 6.10 how detailed will this report need to be? Total volumes recycled? Broken down by commodity? Estimated weights based on volume? How is it currently reported?

Answer: Total volume would be acceptable. It would not require to be broken down by commodity. It would not require estimated weights based on volume. Currently, the District does not receive a report.

Respondent's submittal should include a description of the quarterly report as part of section 8.5.

12. **Question:** We need clarification on item 39 of the general conditions, instructions and information. Why would we need to provide you with all employees social security numbers?

Answer: Social Security numbers would only be required by the District for employees or agents of the vendor who have direct or indirect contact with a student and must be fingerprinted and cleared as required by Florida Statute and School Board Rule 7.142.

13. **Question: Definitions.** Will the District please update the final agreement to include these definitions:

- "Recyclable Materials" consists of any material or substance at customer locations that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated, flattened cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.
- "Prohibited Material" means: (i) any material that is not Recyclable Materials; (ii) any material that by reason of its composition, characteristics or quantity is defined as a "hazardous material," "hazardous waste," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "toxic substance," "toxic waste," "toxic pollutant," "contaminant," "pollutant," "infectious waste," "medical waste," "radioactive waste," or "sewage sludge" under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to

public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Materials Recycling Facility, or because of its size, durability or composition cannot be delivered to the Materials Recycling Facility or has a reasonable possibility of otherwise adversely affecting the operation of the Materials Recycling Facility.”

Answer: It is expected that the final agreement resulting from this RFP will incorporate items listed by the District on the Appendix C Recyclable Material List Sheet and identified by the Respondent with a YES. No commitment to conditions of the final agreement will be made at this time. The District will be prepared to address these statements with the highest ranking finalist.

14. **Question:** Title to Waste. Will the District please add the following to the general conditions, replacing the title language in Paragraph 17 of the general conditions: “Title to, and risk of loss and responsibility for, Recyclable Materials shall pass at the time such Recyclable Materials are loaded into Vendor’s truck. Title to Prohibited Material shall never be deemed to pass to Vendor.”

Answer: No

15. **Question:** Dispute. Page 4, General Conditions: any dispute concerning the bid or conditions or specifications shall be decided by the District Purchasing Department. Will the District please add language to the final agreement giving the awarded contractor the right to appeal to the City Council or some other higher governmental authority, and then to a court of local jurisdiction.

Answer: No

16. **Question:** Default. Paragraph 26, General Conditions: Will the District please add to the final agreement the following: The Vendor should have the right to cure before liquidated damages are assessed.

Answer: No

17. **Question:** Indemnity. Page 5, General Conditions, Paragraph 30: Bidder’s indemnity should be limited “to the extent resulting from” its “negligence or willful misconduct.” Would the District modify this section in that manner? Finally, we’d ask that the following be added: “Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Vendor shall have no obligation to indemnify, defend or hold harmless the District, or any other parties indemnified under this Agreement, for any such liability or claim to the extent resulting from the negligence or, willful misconduct by the District, any third party or any other parties indemnified under this Agreement.”

Answer: No.

18. **Question:** Insurance. Will the district make the changes notated on the attached document?

Answer: All questions and inquiries must be presented in an email. The District will not speculate on the highlighted areas of the attached document.

19. **Question:** Additional Provisions. Will the District add the following to the final contract:

- a. Damage to Property. “Vendor shall not be responsible for any damages to pavement, curbing or other driving surfaces resulting from Vendor providing service at District and customer locations, except to the extent caused by Vendor’s negligence.”
- b. Equipment/Access. “Equipment. Any equipment Vendor furnishes shall remain Vendor’s property. The District shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Access. The District shall provide safe, unobstructed access to the equipment on the scheduled collection day. Vendor may charge an additional fee for any additional collection service required by the failure to provide access.”
- c. Force Majeure. “Except for the District’s obligation to pay amounts due to Vendor, any failure or delay in performance due to contingencies beyond a party’s reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God, shall not constitute a breach of this Agreement.”
- d. Right of Refusal. “The District agrees that Vendor in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge the customer for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. The District and the District’s residents shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use its best efforts to not place items in the container that may result in a decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.”

Answer: No commitment to conditions of the final agreement will be made at this time. The District will be prepared to address these statements with the highest ranking finalist.

Thank you for your continued participation in the bid process.

Sincerely,



Patrick Snodgrass
Director of Purchasing

**Appendix C
Recyclable Material List Sheet**

Front Load Single Stream Recycle Containers		
Check YES if included in Front Load Single Stream Recycle Containers		
Check NO if not included in Front Load Single Stream Recycle Containers		
Material Description	YES	NO
Aerosol Cans, Empty		
Aluminum Cans		
Aluminum Foil and Pans		
Aseptic Containers (juice pouches)		
Books, Hardbound		
Books Softbound		
Books, Telephone		
Bubble Wrap		
Bi-Metal Steel Cans (such as canned foods)		
Corrugated Cardboard		
Envelopes with Windows		
Envelopes Without Windows		
File Folders		
Glass Bottles		
Glass Jars		
Juice Cartons		
Junk Mail		
Magazines		
Milk Cartons		
Newspaper and Inserts		
Office Paper		
Paper Bags		
Paper Towel Rolls		
Paperboard Food Boxes (such as cereal boxes)		
Plastic Bags		
Plastic Marked with a #1 - #7 Recycling Symbol		
Plastic Silverware		
Plastic Straws		

Company Name: _____

Authorized Signature: _____

Print Name: _____

Date: _____