

RESOLUTION NO. 2016 - 125

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 16-36 AND TO EXECUTE AGREEMENTS FOR STAGE MAINTENANCE LABOR.**

**RECITALS**

**WHEREAS**, the County desires to enter into contract with UTP Productions, Inc. to provide Stage Maintenance Labor for St. Johns County in accordance with RFP No. 16-36; and

**WHEREAS**, the scope of the services will be to provide various types of theatrical production and stage maintenance labor from time to time for the Cultural Events Division; and

**WHEREAS**, through the County's formal RFP process, UTP Productions, Inc. was selected as the highest ranked firm to enter into a contract with the County to perform the work referenced above; and

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

**WHEREAS**, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 16-36 to UTP Productions, Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 16-36.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3<sup>rd</sup> day of May, 2016.

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

By: Jeb Smith  
Jeb Smith, Chair

**ATTEST:** Hunter S. Conrad, Clerk

By: Pam Haltem  
Deputy Clerk

**RENDITION DATE** 5/5/16





ST. JOHNS COUNTY  
PURCHASING DEPARTMENT

500 San Sebastian View  
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

**TO:** Chris Culpepper, Production Manager, Cultural Events Division  
**FROM:** Leigh Daniels, CPPB, Senior Buyer *LD*  
**SUBJECT:** RFP 16-36, Stage Maintenance Labor  
**DATE:** April 5, 2016

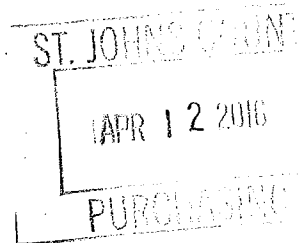
Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

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

Dept. Approval *[Signature]*  
Date 4/11/16  
Budget Amount \$ 200,000 (per year)  
Account Funding Title \_\_\_\_\_  
Funding Charge Code \_\_\_\_\_  
Award to UTP Productions, Inc  
Award Amount \_\_\_\_\_

53131  
53132  
53131-9004-53131  
53132-9004-53132  
53120  
53120-9004-53120  
53130  
53130-9004-53130

TN





**ST. JOHNS COUNTY**

**REQUEST FOR PROPOSAL (RFP 16-36)**

**STAGEHAND MAINTENANCE LABOR**

**Submitted by:**

**UTP PRODUCTIONS, INC.**

**Original Copy**

St Johns County  
RFP No 16-36  
Stagehand Maintenance Labor

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**Cover Letter - Organizational Chart**

Parent Company UTP Group, Inc.  
C-Corporation

Subsidiary Company UTP Productions, Inc.  
C-Corporation

Board of Directors – UTP Productions. Inc.

Don Richardson      Ladd Anderson  
Lonnie Harkness      Jodi Rood  
Steven Rood

UTP Productions, Inc. Corporate Officers

Lonnie Harkness              President  
Steven Rood                  Vice President  
Erica Steel                      Secretary Treasurer

Key Staff for St. Johns County Contract

Lonnie Harkness              Management Representative  
(801) 328-1298

Saul Lucio                      IATSE Local 115 Business Representative  
(904)703-7181

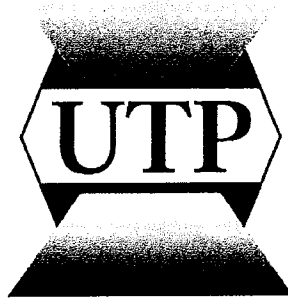
William "Butch" Allen       Florida Area Representative  
(407) 257-1647

Contact Information:  
UTP Productions, Inc  
774 South 500 West  
Salt Lake City, UT 84101  
PH 801 328-1328  
FAX 801 328-1307  
Email: payroll@utpgroup.com

UTP Productions has never filed an Administrative or Judicial action against a State Agency

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Lonnie Harkness President, UTP Productions, Inc.



### **Experience and Expertise**

UTP Group, Inc. was established in 1994 as a third party payroll provider for IATSE Local 99. Since its inception, UTP Group has provided on time payroll services for IATSE technicians in Utah and Idaho. During the 2002 Winter Olympic Games, UTP Group was the contracted payroll provider for the Salt Lake Olympic Organizing Committee, and its subsidiary organizations, including the entire Cultural Olympiad. UTP Group also served as payroll agent for the IATSE technical labor supplied to a number of International and domestic vendors. In 2002, UTP Group formed the subsidiary company UTP Productions. With both companies in place UTP expanded its service area to include Arizona, California, Florida, Georgia, Hawaii, Illinois, Louisiana, New Mexico, Nevada, North Carolina, South Carolina, and Texas. UTP Productions was created to provide customers with additional services including supervision, equipment rental, labor, scheduling and payroll services, which can be customized to meet the needs of each client.

As an added service UTP Productions Human Resource department is open Monday through Friday from 7:30 am to 5:30 pm MSDST. UTP Productions offer's all employees' payroll direct deposit and for enhanced check security we participate in Positive Pay. UTP Productions also participates in the Homeland Security E-Verify system.

Flexibility and strong communication skills allow UTP Productions to provide an unprecedented level of client support and customer satisfaction. Quality customer service involves a true partnership between facility management and the vendors providing services. UTP Productions brings an experienced, professional team with a proven track record. We are available on a moments notice to provide assistance, expertise and solutions for our clients.

**Client References for  
Stagehand Services**

Global Spectrum  
UCF Arena  
PO Box 161500  
Orlando, FL 32816  
Contact Renae Tucker  
Ph (407) 823-3230  
2004 to Present

ASU Public Events  
Gammage Auditorium  
PO Box 870105  
Tempe, AZ 85287  
Contact Harry Hale  
Ph (480) 985-1676  
2006 to Present

Maxwell C. King Center  
3865 N. Wickham Rd.  
Melbourne, FL 32935  
Contact: Tim Freese  
Ph (321) 433-7046  
2005 to Present

Florida State Collage at  
Jacksonville  
11901 Beach Boulevard  
Jacksonville, FL 32246  
Contact Beth Harvey  
(904) 646-2349  
2008 to Present

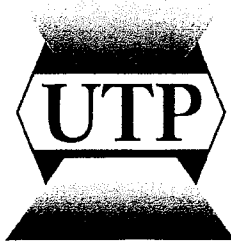
USANA Amphitheatre  
United Concerts  
466 So. 400 E.  
Salt Lake City, UT 84111  
Contact JC Mc Neil  
Ph (801) 355-5522  
1994 to Present

Salt Palace Convention Center  
SMG Management  
100 So. West Temple  
Salt Lake City, UT 84101  
Contact Bart Allen  
Ph (385) 468-2202  
2013 to Present

San Antonio Convention  
Facilities  
200 East Market St.  
San Antonio, TX 78205  
Contact Liz Rodriguez  
(877) 504-8895  
2012 to Present

Centennial Management  
Maverick Arena  
3200 So. Decker Lake Dr.  
WVC, UT 84119  
Contact Kevin Brudder  
(801) 975-1717  
1997 to Present





## **UTP Productions**

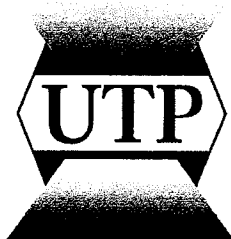
### **Safety Polices and Training Programs**

UTP provides technical union labor and payroll services to the entertainment and trade show industries. UTP works in collaboration with IATSE Local trade unions to provide a safe work environment where our services are performed. UTP also communicates to the venue owners as to safety awareness and any physical concerns that are identified. UTP maintains verbiage within all of its client contracts, with respect to on the job safety for its technicians. Our goal is to coordinate through open communication an atmosphere of safe and healthy working conditions and continued training and education of the workforce.

UTP supports IATSE safety and training by providing a percentage of gross wages to various Local Union apprenticeship and training funds. In each state UTP provides a representative that over see's the safety aspects of the Locals and the workforce. All of our representatives are skilled stage technicians who understand our industry and are capable of addressing safety situations.

The most important level of communication starts with the Union steward. UTP supports Local training of stewards and TSP which writes standards and recommended practices. We also support ESTA training certifications and all other certifications within our industry i.e.: Lift truck, forklift, stage electrical and first aid certifications etc. Each IATSE Local union has a formal safety committee which meets on a monthly basis to address safety concerns and OSHA standards within its jurisdiction. The safety committees have the authority to recommend and address safety issues to all concerned parties.

It is the policy of UTP to provide an ongoing commitment to safety, especially as new technologies are frequently introduced. As part of a safe and healthy workplace UTP continues to mandate post accident drug testing of its employees. UTP also provides a per venue safety checklist, which stewards and supervisors follow to insure injured workers receive the appropriate treatment when an accident occurs.



## **UTP Productions**

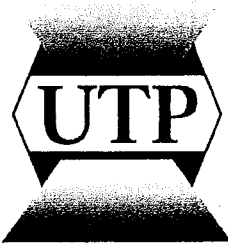
### **Past Performance with St. Johns County**

Since its 2007 reopening, UTP Productions, Inc. has been the employer of record for all Union Stagehand personnel at the St. Augustine Amphitheatre and since 2010 when it opened the Ponte Vedra Concert Hall. UTP Productions and IATSE Local 115 of North Florida together have had a good relationship with the St. Augustine Amphitheatre staff and St. Johns County Administrative personnel. Together UTP Productions and IATSE Local 115 have partnered in St. John County events like the Gentlemen of the Road Festival at Francis Field and the St. Augustine's 450<sup>th</sup> Birthday Celebration. UTP Productions and Local 115 serve many private companies in St. John County venues like the World Golf Hall of Fame, the Sawgrass Marriott and major events like The Players Championship. Overall there have been very few incidents of concern and the crews regularly are complimented by the incoming Productions and Promoters for the professional work performed by the stagehands. The St. Augustine Amphitheatre and Ponte Vedra Concert Hall supply good jobs to many St. John County residents thru their work with UTP Productions and IATSE Local 115.

**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**

**Attachment "A" Price Schedule**

Titles of Employed Staff	Hourly Rate
Hair & Makeup Artist (Inclusive of all Equipment and Materials)	\$ 29.88
Unloader	\$ 29.88
Loader	\$ 29.88
Video Director	\$ 32.32
Video Engineer	\$ 31.32
Video Projector Technician	\$ 31.32
Videotape Operator	\$ 31.32
Videotape Operator	\$ 31.32
Graphics Operator	\$ 31.32
Teleprompter Operator	\$ 31.32
Camera Operator	\$ 31.32
Head Rigger	\$ 35.28
Riggers	\$ 34.20
Steward/First Person on Call	\$ 32.76
Head Carpenter	\$ 31.32
Carpenter	\$ 29.88
Head Electrician	\$ 31.32
Head Audio	\$ 31.32
Head Theatrical Properties	\$ 31.32
Head Wardrobe	\$ 31.32
Conventional Light Board Operator	\$ 31.32
Fly Man	\$ 29.88
Tradeshaw Lead	\$ 31.32
Advanced PowerPoint	\$ 31.32
Audio-Visual Room Operator	\$ 31.32
Basic PowerPoint	\$ 31.32
Floater	\$ 31.32
Utility	\$ 29.88
Forklift Operator	\$ 31.32
Camera Cable Puller	\$ 29.88
Stagehand	\$ 29.88
Tradeshaw Decorator	\$ 29.88
Installation & Dismantle Hand	\$ 29.88
Spotlight Operator	\$ 29.88
Wardrobe	\$ 29.88
Automated Lighting Programmer/Operator	\$ 31.32
Film/Videotape/Audio Recording/Live Broadcast/Web-Cast Transmission	



**UTP Productions**

**State of Florida**

Florida Corporations Division F04000000091

Florida Department of Revenue UC Account # 2511653

Florida Department of Revenue Sales Tax # 78-8013058564-7



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KICH

DATE (MM/DD/YYYY)

03/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Alexander Insurance Agency</b> 541 S. Orlando Ave., Suite 206 Maitland, FL 32751 Chad Kinsley	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
E-MAIL ADDRESS:			
PRODUCER CUSTOMER ID #: <b>UTPPR-1</b>			
INSURED <b>UTP Productions, Inc.;</b> <b>UTP Group, Inc.;</b> <b>UTP Payroll Services, Inc.</b> 774 South 500 West Salt Lake City, UT 84101	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : <b>Travelers Insurance Company</b>		<b>25658</b>
	INSURER B : <b>Continental Indemnity Company</b>		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES**

CERTIFICATE NUMBER:

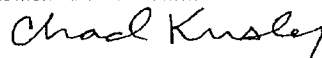
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			12N36589	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			12N36589	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS			\$				
							\$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			15R87565	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			73-862575-01-08	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Misc Equipment			12N36589	01/01/2016	01/01/2017	Rental Eq 100,000 Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

<b>STJOHN2</b>  <b>St. Johns County, a political subdivision of the State of FL</b> <b>500 San Sebastian View</b> <b>St. Augustine, FL 32084</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**

**Company Name:** UTP Productions, Inc

**St. Johns County Board of County Commissioners  
Drug-Free Workplace Form**

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

UTP Productions, Inc does:  
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services 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

March 14, 2016  
Date

**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**

Company Name: UTP Productions, Inc

**St. Johns County Board of County Commissioners  
CONFLICT OF INTEREST DECLARATION**

for UTP Productions, Inc

(Name of firm/organization)

		YES	NO
1	Do you, your immediate family, or your business partner have financial or other interests in St. Johns County or the recipient(s) of the proposed services?		x
2	Have gratuities or anything of monetary value been offered or exchanged between you, your immediate family, or your business partner and any employee of SJC?		x
3	Within the last 24 months, have you been employed by, or do you plan to seek or accept future employment with, SJC or the recipient(s) of the proposed services?		x
4	Are there any other conditions which may cause a conflict of interest?		x

**If you checked "yes" after any of the above questions, please explain your answer. Please attach additional sheets as necessary.**

I declare that my answers and any related explanation(s) are true, correct and complete to the best of my knowledge and belief, and I will notify SJC's Purchasing Manager in writing in the event of any change affecting such correctness or completeness.



\_\_\_\_\_  
Name  
President

March 14, 2016

Date

\_\_\_\_\_  
Title  
UTP Productions, Inc

\_\_\_\_\_  
Company

REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR

AFFIDAVIT

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

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

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

STATE OF Utah COUNTY OF Salt Lake. Before me, the undersigned authority, personally appeared Lonnie Harkness who, being duly sworn, deposes and says he is President (Title) of UTP Productions, Inc. (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 16-36, Stage Maintenance Labor.

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

UTP Productions, Inc  
(Proposer)

By [Signature]  
President  
(Title)

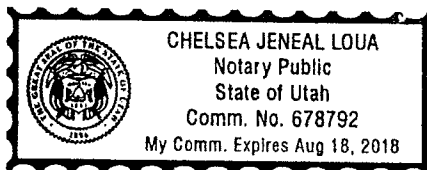
STATE OF Utah )

COUNTY OF Salt Lake )

Subscribed and sworn to before me this 16 day of March, 2018, by Lonnie Harkness who personally appeared before me at the time of notarization, and who is personally known to me or who has produced UT Drivers license # 00410455 as identification.

[Signature]  
Notary Public

My commission expires:  
August 18, 2018



**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**

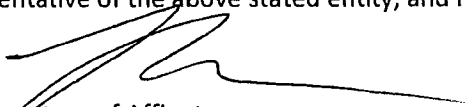


AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF UTP Productions, Inc., being of lawful age and being duly sworn I, Lonnie Harkness, as President (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, unmatured 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 14 day of March, 2016.

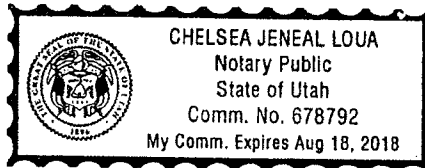
  
Signature of Affiant

STATE OF UTAH

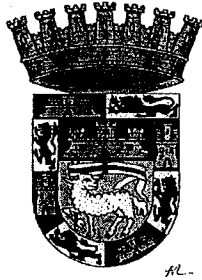
COUNTY OF SALT LAKE

Subscribed and sworn to before me this 16 day of March, 2016, by Lonnie Harkness who personally appeared before me at the time of notarization, and who is personally known to me or who has produced as identification.

  
Notary Public



My commission expires:  
August 18, 2018



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

**RFP NO: 16-36  
REQUEST FOR PROPOSALS**

**Stage Maintenance Labor**

**St. Johns County Purchasing Department**

**500 San Sebastian View**

**St. Augustine FL 32084**

**Final: 03/09/16**

**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**

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**ST. JOHNS COUNTY, FL – RFP NO: 16-36 STAGE MAINTENANCE LABOR**

**PART I: ADVERTISEMENT**

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 16-36, Stage Maintenance Labor.** Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. All RFP Packages are due by or before 4:00PM (EST) on **Thursday, March 31, 2016.** Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is currently seeking proposals to providing various types of theatrical production and stage maintenance labor from time to time for the Cultural Events Division (County) to augment County staff, including loaders/unloaders, audio and video staff, riggers, carpenters, electricians, lighting operators, forklift operators, cable pullers, stagehands, hair & makeup artists, wardrobe, backline assistants, installation & dismantle hands, spotlight operators, and broadcast technicians.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website [www.demandstar.com](http://www.demandstar.com), or by calling 800-711-1712 and requesting Document #16-36. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Proposals shall be **submitted in writing** by or before close of business (5:00PM) on **Monday, March 21, 2016.**

**Contact Information:** Leigh Daniels, CPPB, Senior Buyer  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)  
Phone: (904) 209-0154  
Fax: (904) 209-0155

**Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 16-36 Stage Maintenance Labor.** Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original and five (5) copies of the RFP Package which shall include all required documents and any supplemental information.

**Deliver or Ship RFP Packages to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084

*Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.*

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or request for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by

posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

## **PART II: INTRODUCTION**

### **A. Purpose:**

St. Johns County Purchasing Department on behalf of Cultural Events Division is accepting sealed Request for Proposals packages from qualified and experienced firms to be considered for providing theatrical production and stage maintenance labor.

### **B. RFP Contact Information for Questions:**

Any and all questions or requests for information relating to this Request for Proposal shall be submitted in writing by or before close of business (5:00PM) on Monday, March 21, 2016.

**Contact Information:** Leigh Daniels, CPPB, Senior Buyer  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine FL 32084  
Email: [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)  
Phone: (904) 209-0154  
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**Interested firms may not contact any staff member of St. Johns County, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". All inquiries will be routed to the appropriate staff member for response.**

### **C. 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](http://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.

### **D. Due Date & Location:**

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on Thursday, March 31, 2016. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

**RFP Packages shall be delivered to:** St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

### **E. RFP Response Packaging Instructions:**

1. To be considered, submit one (1) original and five (5) copies of the RFP proposal, which shall include all required documentation and any supplemental information.
2. RFP Packages must be in a **SEALED** envelope/container and clearly marked on the exterior of the package: **"RFP No: 16-36, Stage Maintenance Labor"**.
3. Each package submitted must also have the respondent's company name and mailing address marked plainly on the exterior of the envelope/container.
4. For convenience, affix label, found at the end of this RFP document, to sealed envelope/container.

### **F. Evaluation of Responses:**

All properly submitted RFP Packages shall be evaluated by an Evaluation Committee. Each Evaluation Committee

Team Member will receive a set of all of the RFP Packages submitted, a copy of the RFP Document with all issued Addenda, and an Evaluator's Score Sheet. The Team shall then evaluate each RFP Package according to the criteria described herein. Each Evaluation Team Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other Evaluation Team Member, or any other individual. Scores for each Respondent shall be recorded on the Evaluator's Score Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and rank the firms' scores highest to lowest.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

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

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to / negotiate with the firm whose proposal best serves the interest of the County.

**G. Evaluation Criteria:**

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
A. Company Background, Experience and Qualifications	40
B. Past Performance with St. Johns County	15
C. Pricing	35
D. Quality of Submittal	10
<b>Total Points Possible:</b>	<b>100</b>

**H. Contract Award:**

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

**I. Contract Performance:**

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

### **PART III: GENERAL REQUIREMENTS**

#### **A. Project Description:**

The Amphitheatre is an award-winning, state-of-the-art, outdoor concert venue. The Amphitheatre is located at 1340C A1A South St. Augustine, FL 32080 and includes 4,092 guest seats.

The Ponte Vedra Concert Hall is smaller indoor performing arts facility. The concert hall features national and international performing artists and an array of activities, concerts and community gatherings. The Ponte Vedra Concert Hall is located at 1050 A1A North, Ponte Vedra Beach, FL 32082 and includes 450 guest seats or 900 standing room only guest.

St. Johns County is currently seeking proposals to providing various types of theatrical production and stage maintenance labor from time to time for the Cultural Events Division.

#### **B. Scope of Work:**

The awarded Contractor shall be responsible for providing various types of theatrical production and stage maintenance labor from time to time for the Cultural Events Division (County) to augment County staff, including loaders/unloaders, audio and video staff, riggers, carpenters, electricians, lighting operators, forklift operators, cable pullers, stagehands, hair & makeup artists, wardrobe, backline assistants, installation & dismantle hands, spotlight operators, and broadcast technicians. The services shall include, but are not limited to, the following:

1. At County's request, Contractor shall provide the required type and number of qualified temporary labor to assist in facilitating the production of various events, including audio-visual, carpentry, electrical, theatrical properties, rigging, sound, special effects, wardrobe, hair and makeup, pyrotechnics, un-loading and loading of vehicles, and other services customarily associated with the Contractor.
2. At County's request, Contractor shall assign specific employees, subject to availability.
3. At County's request, Contractor shall not assign specific employees.
4. Contractor shall provide highly-skilled technicians with a minimum of ten (10) years of experience working with heavy lighting and sound equipment within a performing arts theatre and/or music venue environment.
5. Contractor's employees shall provide all of their own tools, equipment and accessories necessary to perform their work.
6. Contractor's employees shall perform all work in a professional and workmanlike manner to the satisfaction of the County.
7. Contractor's employees shall conduct themselves in a professional and courteous manner at all times while in the performance of the work.
8. Contractor's employees shall present themselves in a clean, neat and professional manner at all times while in the performance of the work. When applicable, employees must conform to the dress codes set forth by the venue in which they will be working.
9. County shall provide at least five (5) business days advance notice of labor requests. Changes to confirmed requests will be conveyed to the Contractor within 24 hours of a scheduled event.
10. County shall have the right to make and post such reasonable rules and regulations as may be deemed necessary for the conduct and management of the performances and working conditions, and Contractor agrees that all its employees shall obey such rules and directions of any authorized representative of the County.

11. All rates shall include all of Contractor's compensable expenses. No other costs of Contractor shall be reimbursable by County.
  12. Contractor shall invoice County within seven (7) business days of the conclusion of an event for all services it provided under the Agreement. Such invoices shall be based on the payment terms set forth in the Agreement and consistent with the number of hours actually worked\* by Contractor and approved by County. The information contained in such invoices shall be in such detail as may be required by the County, but at a minimum shall include invoice number, employee names, employee trades, dates and times worked per employee, total hours worked per employee, base hourly rates, gross wages per employee, and total gross wages of all employees. Upon approval of the invoices by County, County shall pay Contractor within thirty (30) business days of receipt.
- \*Contractor may include a minimum time frame for a work call, but such a minimum may only be applied to an employee if the employee has worked a call LESS than the established minimum for an event OR if the employee is released from an event for more than eight (8) hours.
13. Contractor's employees shall be subject to the same drug use/enforcement policy as County employees. (See Drug-Free Workplace Form)
  14. Contractor shall, subject to availability, make every effort to show preference to residents of St. Johns County when assignments are to be filled.
  15. Contractor's employees shall be required to bring their own reusable water containers in order to comply with the County's ongoing efforts to minimize the use of disposable plastics water bottles.

The County typically hosts approximately 150 event days annually on average, not all requiring production labor. The County makes no guarantee as to the number of events or event days, or types, quantities and hours of production labor that will be required under this agreement. A list of the County's 2015 events and what production labor was required is below. This is provided for information purposes only and does not reflect the future awarded Contractor's actual usage.

### Amphitheatre Events 2015

DATE	ARTIST	# OF STAGEHANDS
Fri. 2-27-15	The Doobie Brothers	19
Wed. 3-25-15	Sarah McLachlan	28
Thurs. 3-26-15	Third Day	21
Fri. 3-27-15 Sat. 3-28-15	Golden Dragon Acrobats	7
Sat. 4-18-15	Bob Dylan	31
Fri. 4-24-15	Alan Jackson	30
Fri. 5-1-15	Wilco	17
Thur. 5-7-15	Brand New	15
Fri. 5-15-15	John Fogerty	31
Sat. 5-9-15	ZZ Top	29



Thu. 5-14-15	Need to Breathe	28
Fri. 5-15-15	John Fogerty	31
Sat. 5-16-15	Old Crow Medicine Show	13
Sun. 5-24-15	Boston	30
Sun. 6-7-15	Third Eye Blind	21
Sat. 6-27-15	Move Live	29
Sun. 6-28-15	Bryan Adams	30
Sat. 7-11-15	Barenaked Ladies	24
Fri. 7-17-15	Modest Mouse	16
Thu. 7-23-15	Slightly Stoopid	24
Sat. 8-1-15	My Morning Jacket	27
Sun. 8-2-15	Counting Crows	30
Sun. 8-16-15	Sublime	23
Thu. 8-20-15	Rob Thomas	26
Sun. 8-30-15	Rick Springfield	17
Tue. 9-15-15	Thee Oh Sees	2
Sat. 10-17-15	Little Big Town	31
Tue. 10-27-15	Mark Knopfler	31

### Ponte Vedra Concert Hall Events 2015

DATE	ARTIST	# OF STAGEHANDS
Tue. 1-13-15	Lucinda Williams	1
Wed. 1-14-15	Miranda Sings	1
Fri. 1-16-15	The Both	1
Tue. 1-20-15	Shovels & Rope	1
Wed. 1-21-15	Gaelic Storm	1
Fri. 1-23-15	Iris Dement	1

Wed. 1-28-15	Leon Russell	2
Thu. 2-5-15	Glen Hansard	2
Fri. 2-6-15	Travis Tritt	1
Tue. 2-10-15	Ingrid Michaelson	2
Wed. 2-11-15	The Wailers	1
Thu. 2-12-15	Ana Popovic	1
Fri. 2-13-15	Cherry Poppin' Daddies	1
Thurs. 2-17-15	SOJA	2
Thu. 2-19-15	North Mississippi Allstars	1
Fri. 2-20-15	John Hammond	1
Sat. 2-21-15	Al Di Meola	1
Sun. 2-22-15	Magic!	1
Thu. 2-26-15	Leo Kottke	1
Sun. 3-15-15	Mason Jennings	1
Thu. 3-26-15	Tom Papa	1
Sun. 3-29-16	Blues Traveler	2
Wed. 4-1-15	Welcome to Night Vale	1
Wed. 4-8-15	Steep Canyon Rangers	1
Thu. 4-9-15	Janis Ian & Tom Paxton	1
Fri. 4-24-15	Home Free	3
Sat. 4-25-15	Jefferson Starship	1
Mon. 4-27-15	The Robert Cray Band	2
Thu. 4-30-15	Joan Armatrading	3
Thu. 5-7-15	Neutral Milk Hotel	2
Fri. 5-8-2-15	Steel Panther	2
Sat. 5-9-15	Jenny Lewis	1
Sun. 5-10-15	Lisa Loeb	1
Mon. 5-11-15	Mat Kearney	3

Wed. 5-13-15	John Mayall	1
Thu. 5-14-15	Ed Kowalczyk	1
5/22 & 5/24-15	Todd Rundgren	3 both days
Thu. 5-21-15	Steve Earle	3
Sun. 5-31-15	Psychedelic Furs	1
Sat. 6-13-15	David Crosby	3
Fri. 6-26-15	Ottmar Liebert	1
Sun. 7-19-15	Robert Earl Keen	1
Fri. 7-24-15	Keiko Matsui	1
Thu. 8-6-15	Jorma Kaukonen	1
Thu. 8-13-15	The Robby Krieger Band	1
Fri. 8-14-15	Jim Lauderdale	1
Wed. 9-9-15	Doyle Bramhall II	1
Sun. 9-13-15	Zappa Plays Zappa	2
Fri. 9-25-15	Delbert McClinton	2
Wed. 9-30-15	Houndmouth	1
Sun. 10-4-15	Dr. John & The Nite Trippers	1
Fri. 10-9-15	Ani DiFranco	1
Wed. 10-14-15	The Winery Dogs	1
Fri. 10-16-15	Hip Harp	1
	Suzanne Vega	1
Thu. 10-22-15	Tab Benoit	1
Fri. 10-23-15	Marcia Ball	1
Thu. 11-5-15	Leftover Salmon	1
Mon. 11-9-15	Last Comic Standing	3
Thu. 11-12-15	Adrian Legg & David Lindley	1
Fri. 11-13-15	Jake Shimabukuro	1
Sun. 11-15-15	Candlebox Acoustic	1

Sun. 11-22-15	Florida Chamber Music	1
Thu. 12-3-15	Lucero	1
Sat. 12-5-15	Handel's Messiah	1
Fri. 12-11-15	Loudon Wainwright	1
Sat. 12-12-15	Kevin Griffin	1
Sun. 12-13-15	Rising Appalachia	1
Thu. 12-17-15	Leon Russell	1
Sat. 12-19-15	Matisyahu	2
Sun. 12-27-15	Butch Trucks	1
Wed. 12-30-15	Donna The Buffalo	1

**C. Pricing:**

See Attachment "A" for pricing submittal.

**D. Sub-Contractor:**

Sub-contractors are not allowed for this project.

## **PART IV: CONTRACT REQUIREMENTS**

### **A. Insurance Requirements:**

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

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

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

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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

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

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

### **B. Licenses, Permits & Fees:**

The Contractor shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Contractor.

### **C. Contract Agreement & Term:**

The intent of this RFP is to select the number one ranked firm through the evaluation process and to award a contract upon successful negotiations to that firm. It is anticipated the County will issue a professional services contract for the duration of the project.

If awarded, the initial contract term shall be for a period of three (3) calendar years, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract may be renewed in one (1) year increments, for a maximum of three (3) two-year renewals. These contract renewals shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

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

**D. Governing Laws & Regulations:**

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

**E. Termination:**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

**F. Indemnification:**

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

**In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.**

**G. Trade Secrets:**

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

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.

**H. Public Records:**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

**I. Use of County Logo:**

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

**PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS**

**A. Respondent Responsibilities:**

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals 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 an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

**B. RFP Package Submittal Format:**

All RFP Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages.

**The Quality of Submittal scoring for proposals will be based on the format, the organization, and the attention to detail.**

All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	RFP Qualification Cover Page
2	Cover Letter
3	Company Background, Experience and Qualifications
4	Past Performance with St. Johns County
5	Pricing
6	Quality of Submittal
7	Administrative Information

**C. RFP Package Components:**

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) original and five (5) copies, a total of six (6) sets, on 8 1/2" X 11" pages, numbered, with headings typewritten with no smaller than 10 size font and sections and sub-sections identified appropriately. All documentation shall be

exact order and format as shown below. No exceptions to this format will be accepted. The goal of the required format is to simplify the proposal preparation and evaluation process, and to ensure that all proposals receive the same orderly review.

**Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted package. Should a package be submitted with the County's seal/logo included, the County reserves the right to find the submitting firm non-responsive to the requirements stated herein, which may result in the respondent being removed from consideration for award of a contract under this RFP.**

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified as follows:

### **Section 1: RFP Qualification Cover Page (Complete and Submit)**

#### **Section 2: Cover Letter**

Provide a one or two page cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with each copy of the proposal. No electronic signature will be accepted.

The cover letter should include the following:

- The Respondent Company type (sole proprietorship, partnership, corporation, joint venture, etc.), Company name and business address – must include location address of office that will administer this Contract
- All contact information, including name, title, phone number, fax number, e-mail address, and street address of any contact person(s) in Respondent's organization who will respond to questions regarding the submitted RFP Package
- Highlights of the Respondent's qualifications and ability to perform the project services
- Indicate whether bidder/proposer has ever filed an administrative or judicial action with any State agency or Stat court, and if so, what were the grounds/reasons, and what was the ultimate outcome?

#### **Section 3: Company Background, Experience and Qualifications**

Provide the following information about your firm:

- Brief history of your firm describing experience in providing theatrical production and stage maintenance labor and length of time firm has been providing these services.
- Provide a history of your firm's experience in providing theatrical production and stage maintenance labor in a comparable-sized facility.
- List how many facilities does your firm presently provide theatrical production and stage maintenance labor for. Please identify the facility and define if these services are provided on an exclusive or non-exclusive basis.
- Describe your firm's experience relevant to the Scope of Services requested by this RFP. List and describe relevant projects of similar size and scope performed over the past five years.
- Identify the number and professional qualifications (to include licenses, certifications, associations) of staff to be assigned to the project and relevant experience on projects of similar size and scope.
- Respondents may provide supplemental documentation or information regarding services provided in the past.

#### **Section 4: Past Performance with St. Johns County**

In this section, respondent shall demonstrate any and all services of scope as those described herein performed for St. Johns County within the past five (5) years. Respondents shall provide the following information for this category: brief description of services performed, list of events that services were performed, and dates of services performed.



**Section 5: Pricing**

In this section, respondent shall provide pricing for theatrical production and stage maintenance labor staff as list in Attachment "A" Respondents may add to the list if needed.

**Section 6: Quality of Submittal**

In the section the quality of submittal will be based on the format, the organization and the attention to detail of the respondents proposal.

**Section 7: Administrative Information**

Please include the following:

- Proper and valid licensing to conduct business in the State of Florida
- Proof of Liability Insurance and its limits
- Drug Free Work Place Form (Complete and Submit)
- Conflict of Interest Declaration (Complete and Submit)
- RFP Affidavit (Complete and submit)
- RFP Affidavit of Solvency (Complete and Submit)
- Acknowledged Addenda



**PART VII:- ATTACHMENTS/FORMS**

**REQUEST FOR PROPOSALS (RFP) NO: 16-36**

**STAGE MAINTENANCE LABOR**

**COVER PAGE**

**SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES TO:**

**PURCHASING DEPARTMENT  
ST. JOHNS COUNTY  
500 SAN SEBASTIAN VIEW  
ST. AUGUSTINE FLORIDA 32084  
ATTN: Leigh Daniels, CPPB, Senior Buyer**

**COMPANY NAME:** \_\_\_\_\_

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

**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**

**Attachment "A" Price Schedule**

Titles of Employed Staff	Hourly Rate
Hair & Makeup Artist (Inclusive of all Equipment and Materials)	\$
Unloader	\$
Loader	\$
Video Director	\$
Video Engineer	\$
Video Projector Technician	\$
Videotape Operator	\$
Videotape Operator	\$
Graphics Operator	\$
Teleprompter Operator	\$
Camera Operator	\$
Head Rigger	\$
Riggers	\$
Steward/First Person on Call	\$
Head Carpenter	\$
Carpenter	\$
Head Electrician	\$
Head Audio	\$
Head Theatrical Properties	\$
Head Wardrobe	\$
Conventional Light Board Operator	\$
Fly Man	\$
Tradeshaw Lead	\$
Advanced PowerPoint	\$
Audio-Visual Room Operator	\$
Basic PowerPoint	\$
Floater	\$
Utility	\$
Forklift Operator	\$
Camera Cable Puller	\$
Stagehand	\$
Tradeshaw Decorator	\$
Installation & Dismantle Hand	\$
Spotlight Operator	\$
Wardrobe	\$
Automated Lighting Programmer/Operator	\$
Film/Videotape/Audio Recording/Live Broadcast/Web-Cast Transmission	

**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**

**Company Name:** \_\_\_\_\_

**St. Johns County Board of County Commissioners  
Drug-Free Workplace Form**

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

\_\_\_\_\_ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services 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

**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**

**Company Name:** \_\_\_\_\_

**St. Johns County Board of County Commissioners  
CONFLICT OF INTEREST DECLARATION**

for \_\_\_\_\_

(Name of firm/organization)

		YES	NO
1	Do you, your immediate family, or your business partner have financial or other interests in St. Johns County or the recipient(s) of the proposed services?		
2	Have gratuities or anything of monetary value been offered or exchanged between you, your immediate family, or your business partner and any employee of SJC?		
3	Within the last 24 months, have you been employed by, or do you plan to seek or accept future employment with, SJC or the recipient(s) of the proposed services?		
4	Are there any other conditions which may cause a conflict of interest?		

**If you checked "yes" after any of the above questions, please explain your answer. Please attach additional sheets as necessary.**

I declare that my answers and any related explanation(s) are true, correct and complete to the best of my knowledge and belief, and I will notify SJC's Purchasing Manager in writing in the event of any change affecting such correctness or completeness.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**

**AFFIDAVIT**

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

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

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ Before me, the undersigned authority, personally appeared \_\_\_\_\_ who, being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of \_\_\_\_\_ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 16-36, Stage Maintenance Labor.

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

\_\_\_\_\_  
(Proposer)

By \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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

**VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**

**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**

**AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or 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, unmatured 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 \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

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



**PART VIII: OPTIONAL CHECKLIST**

**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**


<b>SECTION</b>	<b>ATTACHMENT NAME</b>	<b>CHECK BOX</b>	<b>ST. JOHNS COUNTY USE</b>
<b>Section 1</b>	RFP Qualification Cover Page		
<b>Section 2</b>	Cover Letter		
<b>Section 3</b>	Company Background, Experience and Qualifications		
<b>Section 4</b>	Past Performance with St. Johns County		
<b>Section 5</b>	Pricing – Attachment “A”		
<b>Section 6</b>	Quality of Submittal		
<b>Section 7</b>	Administrative Information (include the following):		
	Proper and Valid Licensing for conducting business in State of FL		
	Proof of Liability Insurance and Limits		
	Drug Free Work Place Form		
	Conflict of Interest Declaration		
	RFP Affidavit		
	RFP Affidavit of Solvency		
	Acknowledged Addenda		

**PART IX: SEALED BID MAILING LABEL**

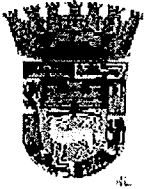
**REQUEST FOR PROPOSALS (RFP) NO: 16-36  
STAGE MAINTENANCE LABOR**

**Cut along the outer border and affix this label  
to your sealed bid envelope to identify it as a  
"Sealed Bid"**

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<b>RFP 16-36</b>
BID TITLE:	<b>Stage Maintenance Labor</b>
DUE DATE/TIME:	<b>By 4:00PM – March 31, 2016</b>
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department ATTN: Leigh Daniels, CPPB 500 San Sebastian View St St. Augustine FL 32084



**END OF DOCUMENT**



**MASTER CONTINUING CONTRACT AGREEMENT**

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

**Master Contract #:** \_\_\_\_\_

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

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

**ARTICLE 1 – DURATION and RENEWAL**

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

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

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

**ARTICLE 3 - SERVICES**

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

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

**ARTICLE 4 – SCHEDULE**

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

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

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

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

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

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

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

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

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

#### **ARTICLE 7 – TERMINATION**

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

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

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

#### **ARTICLE 9 – PERSONNEL**

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

have any contractual relationship with the County.

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

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

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

#### **ARTICLE 10 – SUBCONTRACTING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

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

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

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

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

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

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

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

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

#### **ARTICLE 19 - ARREARS**

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

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

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

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

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

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

#### **ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP**

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

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

#### **ARTICLE 22 - CONTINGENT FEES**

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

**ARTICLE 23 - ACCESS AND AUDITS**

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

**ARTICLE 24 - NONDISCRIMINATION**

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

**ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

**ARTICLE 26 - ENFORCEMENT COSTS**

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

**ARTICLE 27 - AUTHORITY TO PRACTICE**

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

**ARTICLE 28 - SEVERABILITY**

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

**ARTICLE 29 - AMENDMENTS AND MODIFICATIONS**

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

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

**ARTICLE 30 - FLORIDA LAW & VENUE**

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

**ARTICLE 31 - ARBITRATION**

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



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

**ARTICLE 32 - NOTICES**

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

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

and if sent to the Contractor shall be mailed to:

**ARTICLE 33 - HEADINGS**

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

**ARTICLE 34 – PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor’s performance under this Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
  - (4) Meet all requirements for retaining public records, and transfer at Contractor’s sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor’s possession and shall promptly provide the County a copy of Contractor’s response to each such request.

**ARTICLE 35 – NO THIRD PARTY BENEFICIARIES**

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

**ARTICLE 36 – USE OF COUNTY LOGO**

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

**ARTICLE 37 – SURVIVAL**

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

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

**ST. JOHNS COUNTY, FL:**

**CONTRACTOR:**

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

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

\_\_\_\_\_  
Date

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

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

**ATTEST:  
CLERK OF COURT**

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

\_\_\_\_\_  
Date

EXHIBIT "A"

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

BASIS OF COMPENSATION

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

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

EXHIBIT "A-1"

BID NO: ;

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PRICING

EXHIBIT "B"

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

CONTRACT SCHEDULE

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

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

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