

RESOLUTION NO. 2018 - 19

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 18-19 AND TO EXECUTE AN AGREEMENT FOR PORTABLE RESTROOM RENTAL AND SERVICING-ST. AUGUSTINE AMPHITHEATRE

RECITALS

WHEREAS, the County desires to enter into contract with The Lovely Loo Portable Restrooms, LLC to provide services for Portable Restroom Rental and Servicing at the St. Augustine Amphitheatre; and

WHEREAS, the Contractor shall be responsible for providing and servicing portable restrooms and restroom trailers at The St. Augustine Amphitheatre. The Contractor shall be responsible for performing any and all necessary maintenance, repairs, and cleaning services to any and all units in order to maintain working and clean portable restrooms for use by the St. Augustine Amphitheatre patrons and artists at any and all locations throughout the Amphitheatre provided to the County by the Contractor; and

WHEREAS, through the County's formal Bid process, The Lovely Loo Portable Restrooms, LLC was selected as the lowest, responsive, responsible bidder 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 serves a public purpose.

WHEREAS, the contract 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 Bid 18-19 to The Lovely Loo Portable Restrooms, LLC and to execute a contract for the services set forth therein.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement 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 Bid No: 18-19.

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 16<sup>th</sup> day of January 2018.

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: Henry Dean  
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Belterman  
Deputy Clerk

RENDITION DATE 1/18/18





## CONTRACT AGREEMENT

**BID NO: 18-19; Portable Restroom Rental and Servicing—St. Augustine Amphitheatre**  
**Master Contract #: \_\_\_\_\_**

This Contract Agreement, (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **St. Johns County, FL** (“County”), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **The Lovely Loo, LLC** (“Contractor”), authorized to do business in the State of Florida, with principal offices located at 3540 US1 South, St. Augustine, FL 32086; Phone: (904)315-7027 ; and Email: bo@thelovelyloo.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

### ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective on January 1, 2018, and shall remain in effect for an initial contract term of three (3) calendar years, and may be renewed for a maximum of one (1) two-year renewal period, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the continued need for these services. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal or extension is exercisable only by the County, and only upon the County’s determination that the Contractor has satisfactorily performed the services noted in the Contract Documents. The County reserves the right to authorize additional renewals beyond those stated above, if doing so serves the best interest of the County.

### ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term “Contract Documents” shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

### ARTICLE 3 - SERVICES

The Contractor’s responsibility under this Agreement is to provide and service portable restrooms and restroom trailers at The St. Augustine Amphitheatre. The Contractor shall be responsible for performing any and all necessary maintenance, repairs, and cleaning services to any and all units in order to maintain working and clean portable restrooms for use by the St. Augustine Amphitheatre patrons and artists at any and all locations throughout the Amphitheatre provided to the County by the Contractor as specified in the Scope of Work attached hereto as Exhibit “C”, proposed by the Contractor, approved by the County in accordance with Bid No: 18-19 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of The St. Augustine Amphitheatre or other authorized County designee, who shall act as the County’s representative throughout the duration of this Agreement.

### ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County’s representative.

### ARTICLE 5 – COMPENSATION/BILLING/INVOICES

A. St. Johns County shall compensate the Contractor based upon the Unit Prices, as submitted in the bid proposal, accepted by the County, and provided herein on Exhibit A. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the respective 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, Contractor’s compensation is based upon Contractor’s adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor’s compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement. The County reserves the right to reduce any invoice where services were not performed. Reductions shall be based on the approved unit prices, and the quantity of

services the Contractor failed to perform satisfactorily.

- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- 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 Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- Cultural Events  
Attn: Elizabeth Glasgow
- St. Augustine, FL 32080
- G. **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 Contractor's final bill/invoice to the County. 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 Agreement.

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

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

#### **ARTICLE 7 – ARREARS**

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 Agreement.

#### **ARTICLE 8 – TERMINATION**

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the Contractor with cause upon at least fourteen (14) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

## **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than     fifteen (15) business days in which to cure the default. Failure to cure the default 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 Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure to cure the default 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 Agreement.
- C. Consistent with other provisions in this Agreement, 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 10 – PERSONNEL**

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided 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 Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

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 Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

## **ARTICLE 11 – SUBCONTRACTING**

The 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 12 – 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 provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this 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 Agreement.

#### **ARTICLE 13 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during 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 14 - INSURANCE**

The Contractor shall not commence work under this Agreement 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 Agreement.

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 Agreement, 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 Agreement, 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 Agreement, 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 Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

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

#### **ARTICLE 15 - INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

#### **ARTICLE 16 – 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this 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 17 – NO THIRD PARTY BENEFICIARIES**

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

#### **ARTICLE 18 – 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 or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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

#### **ARTICLE 19 – 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 the 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 thirty (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 Agreement.

#### **ARTICLE 20 – EXCUSABLE DELAYS**

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

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

Upon the Contractor's request, the 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 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 21 – 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 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 the 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 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 Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this 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 the 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 23 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, 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 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 Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

#### **ARTICLE 24 – 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 Agreement. The 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 25 – 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 26 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Contractor agree that this 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 Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this 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 27 – ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute,

breach, default or misrepresentation in connection with any provisions of this 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 28 – COMPLIANCE WITH APPLICABLE LAWS**

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

#### **ARTICLE 29 – AUTHORITY TO PRACTICE**

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

#### **ARTICLE 30 – SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 31 - AMENDMENTS AND MODIFICATIONS**

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

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification 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 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 32 – FLORIDA LAW & VENUE**

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

#### **ARTICLE 33 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

#### **ARTICLE 34 - NOTICES**

All notices required in this 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  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: **Jaime Locklear, MPA, CPPB, FCCM**  
**Assistant Purchasing Manager**

and if sent to the Contractor shall be mailed to:

The Lovely Loo, LLC.  
Attn: **Bo Strange**  
3540 US1 South



**ARTICLE 35 - HEADINGS**

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

**ARTICLE 36 –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 Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. 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;
  - (2) Upon request from the County's custodian of public records; provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

**ARTICLE 37 – 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 St. Johns County, Florida.

**ARTICLE 38 – SURVIVAL**

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this 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.

**ARTICLE 39 – TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Agreement 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 Agreement are accurate, complete and current as of the date of this Agreement.

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 40 – AUTHORITY TO EXECUTE**

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

**ARTICLE 41 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES**

The Contractor's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached hereto as Exhibit "C", the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

-----

**BID NO: 18-19; Portable Restroom Rental and Servicing–St. Augustine Amphitheatre**

**Owner**

**Contractor**

St. Johns County, FL (Seal)  
(Typed Name)

The Lovely Loo, LLC (Seal)  
(Typed Name)

By: \_\_\_\_\_  
Signature of Authorized Representative

By: \_\_\_\_\_  
Signature of Authorized Representative

Jaime Locklear, MPA, CPPB, FCCM  
Printed Name

\_\_\_\_\_  
Printed Name & Title

Assistant Purchasing Manager  
Title

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

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

**ATTEST:**  
**St. Johns County, FL**  
**Clerk of Courts**

By: \_\_\_\_\_  
Deputy Clerk

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

**Legally Sufficient:**

\_\_\_\_\_  
Deputy County Attorney

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

**Bid No: 18-19; Portable Restroom Rental and Servicing–St. Augustine Amphitheatre**  
**EXHIBIT "A" -BASIS OF COMPENSATION**

Basis of compensation shall be made in accordance with the Unit Prices as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The Unit Prices 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 this Agreement through a Contract Amendment.

Pricing adjustments may be considered on an annual basis, and must be mutually accepted by both the Contractor and the County. Price adjustment requests must be based upon the Consumer Price Index (CPI) in affect at the time of request, unless otherwise approved by the County. All accepted and approved price adjustments shall become effective as stipulated in the contract amendment.

**Bid No. 18-19; Portable Restroom Rental and Servicing-St. Augustine Amphitheatre**  
**EXHIBIT "B" –UNIT PRICE LIST**

<b>Standard Unit</b>	<b>Monthly Rate</b>
2x/wk Service	\$70.00
3x/wk Service	\$85.00
3x/ weekend Service	\$85.00
<b>ADA Compliant Unit</b>	<b>Monthly Rate</b>
2x/wk Service	\$65.00
3x/wk Service	\$79.00
3x/ weekend Service	\$79.00
<b>Restroom Trailer</b>	<b>Monthly Rate</b>
2x/wk Service	\$1,970.00
3x/wk Service	\$1,970.00
3x/ weekend Service	\$1,950.00

**As Needed Additional Service Unit Price List**

Each Bidder shall submit the unit prices for as needed additional service for each type of rental unit with services as provided below. Any Rental of a standard unit for a duration on one week or more but less than one month will be billed using the Annual rates.

**UNIT PRICE LIST**

<b>UNIT</b>	<b>Unit Price Daily Rate (No Service)</b>	<b>3 Day Rate Daily Cleaning</b>	<b>Weekly Rate (2x/wk cleaning)</b>	<b>Weekly Rate (3x/wk cleaning)</b>
Standard Single Portable Toilet	\$30.00	\$35.00	\$35.00	\$35.00
ADA Compliant Portable Toilet	\$35.00	\$39.00	\$35.00	\$39.00
Restroom Trailer	\$350.00	\$350.00	\$450.00	\$450.00
<b>Portable Sink</b>	<b>Unit Price Daily Rate</b>	<b>Unit Price 3 Day Rate</b>	<b>Unit Price Weekly Rate</b>	<b>Unit Price Monthly Rate</b>
Single	\$20.00	\$20.00	\$20.00	\$20.00
Double	\$25.00	\$25.00	\$25.00	\$25.00
<b>Miscellaneous</b>	<b>Rate</b>			
Emergency Service Rate	No Charge			
Damage Waiver Fee	No Charge			

**Bid No. 18-19; Portable Restroom Rental and Servicing-St. Augustine Amphitheatre**  
**EXHIBIT "C" – SCOPE OF WORK**

**Scope of Work**

The Contractor shall be responsible for providing portable restrooms and restroom trailers at The St. Augustine Amphitheatre located at 1340C A1A South, St. Augustine, FL 32080. The Contractor shall be responsible for performing any and all necessary maintenance, repairs, and cleaning services to any and all units in order to maintain working and clean portable restrooms for use by the St. Augustine Amphitheatre patrons and artists at any and all locations throughout the Amphitheatre.

**Restrooms**

The Contractor shall provide single toilet restrooms equipped with mounted urinal, toilet paper, lights, and hand-sanitizer dispenser. All restroom trailers must be a minimum of three stalls with air conditioning, running water, toilet paper, lights, sink, soap, and paper towels. All restrooms provided under this contract shall be of like color and size, unless otherwise requested by SJC. All restrooms shall be fully functioning, in good working condition with no internal or external components in disrepair or non-working condition. Any restrooms found by St. Johns County to be in unsatisfactory condition based on cleanliness, operation or appearance shall be reported to the Contractor immediately, and must be replaced with a satisfactory restroom, as approved by St Johns County within twenty four (24) hours of notification.

If and when additional restrooms are required, the County shall notify the Contractor, and request pricing, if restrooms required are different than those included herein. Additional restrooms shall be authorized by a Contract Amendment, and shall not be placed at any location until receipt of a fully executed Contract Amendment.

Any and all restrooms placed at The St. Augustine Amphitheatre under this Bid shall remain the property of the Contractor. The Contractor shall be solely responsible for any and all damages to any restroom(s) caused by weather, vandalism, fire, or any other factors. The County shall not be liable for any damages to any restrooms placed at County locations under this Bid for any reason.

**Installation**

The Contractor shall be responsible for installation of all restrooms provided under this contract. Installation shall include preparing and leveling each site for placement of a restroom, placing of the restroom, staking the restroom using a minimum of two (2) posts as required to ensure stability and safety for patrons, and inspecting to ensure each restroom is fully stocked and functioning as required. SJC must approve, in writing, any alternate methods of staking down any restroom(s) proposed by the Contractor prior to implementation.

The Contractor shall install all restrooms included under the contract before January 1, 2018. Any and all other restrooms requested by the County shall be installed within twenty four (24) hours of notification by the County, or as requested by the County.

Any and all costs associated with installation of restrooms under the contract must be included in the pricing submitted on the Official County Bid Form. No additional costs for installation or removal of restrooms shall be assessed to the County under this Bid.

**Annual Requirements**

The units with Annual Requirements under this Bid include locations that require one or more units to be in place throughout the year. These locations require units and services annually unless removed by written request of the County. The Contractor shall be required to service these units on demand within a 24 hour notice from the Amphitheatre Production Team depending on show schedule and artist demands. **Contractor must understand the nature of the concert industry and be flexible to the schedule changing on demand.** If, at any time, the County chooses to add units to the list with Annual Requirements, the County shall specify whether the added units shall be serviced two (2) times per week, or three (3) times per week.

**Servicing of Restrooms**

The Contractor shall be responsible for performing any and all cleaning, pumping out, and maintenance of all restrooms provided to the County under the contract.

### **Cleaning of Restrooms**

The Contractor shall clean all restrooms per show schedule and times and will be determined by the Amphitheatre Production Team. If the Contractor is unable to provide services on any day, it shall be the responsibility of the Contractor to notify the County of the new time the services shall be performed. If, at any time, the Contractor is unable to perform the required cleaning services as specified herein, the Contractor is required to notify SJC and coordinate an alternate schedule to perform the required cleaning(s), or prorate the invoice, subtracting costs for any services not performed accordingly.

At each cleaning, the Contractor shall be required to mop, and/or scrub the interior of each restroom, including on and under the toilet seats, urinals, and immediate areas, with an appropriate disinfectant. The walls and floors of each restroom shall be swept and/or mopped with an appropriate cleanser to maintain sanitary conditions. All handles, interior and exterior shall be sanitized.

The Contractor shall pump out all toilets and trailers after every show, and shall do so as needed to maintain satisfactory appearance and cleanliness. Restrooms shall be cleaned after being pumped out to maintain sanitary conditions. Time for pump outs will be determined by Amphitheatre Production Team. Contractor must be available 24/7/365 due to the nature of The St. Augustine Amphitheatre.

The Contractor shall provide any and all necessary chemicals, cleaning equipment and supplies. All units shall be mopped with disinfectant and toilet seats, urinals and immediate areas shall be sanitized after being pumped out.

If a unit or units experience high volumes of patrons, additional, same day servicing may be requested by the County. The Contractor shall be responsible for providing this servicing by the scheduling of Amphitheatre Production Team.

### **Record of Cleanings**

The Contractor shall be required to maintain a record of all cleaning, maintenance and servicing of each restroom throughout the duration of the contract. The record shall include the date, time, name of staff performing the service, and the conditions of the restroom at the time of cleaning (i.e. did the restroom have to be re-staked, was it tipped over, etc). Additional cleanings, servicing (i.e. pumping out), and any other maintenance or service performed at each restroom shall be recorded on this record. The Contractor staff responsible for cleaning(s) shall carry a copy of the record with them throughout each day to record all required information for each restroom. If multiple staff members perform cleanings, maintenance, or services, then each staff member shall carry a copy to record the required information for the restrooms being serviced. The information for all units shall be compiled into a report that shall be submitted to The St. Augustine Amphitheatre every Monday throughout the contract. Failure by the Contractor to submit this information to the designated County representative as required shall result in the County withholding payment until the information is submitted. The County reserves the right to request copies of the handwritten records from Contractor staff to verify the information submitted in the report.

In addition to the record of cleanings stated above, the Contractor shall place a log-in sheet in each restroom that Contractor staff shall initial, time and date stamp each time the restroom is cleaned, or serviced. The log-in sheet must be maintained throughout each cleaning period, and may be requested by SJC at any time for review. SJC staff shall also randomly inspect restrooms and check the log-in sheet to determine if the Contractor is complying with the cleaning schedule.

If, upon inspection by SJC, any restroom does not have the appearance of having been cleaned as required, and/or the log-in sheet is not filled out as stated above, SJC shall notify the Contractor, and the Contractor shall be required to arrive at the specified restroom(s) to perform the required cleaning services within two (2) hours of notification from Amphitheatre Production Team at no additional cost to the County.

### **Maintenance of Restrooms**

The Contractor shall be required to perform any and all maintenance services required to keep the restrooms placed at any County location. This includes, but is not limited to: repairing/replacing stakes, re-staking restrooms to prevent tip-overs, repair/replacement of doors, interior and exterior handles and locks, toilet seats, hand-sanitizer dispensers, urinal fixtures, and all other fixtures in order to maintain the restrooms in good working condition. Maintenance performed on any

restroom(s) shall be at the Contractor's expense, and shall not be born by the County.

If any restroom falls into such disrepair, or unsatisfactory conditions or appearance, that maintenance and/or repair services are unable to restore the restroom to satisfactory condition as determined by the County, the Contractor shall be required to replace the failing restroom immediately, at no additional cost to the County.

**Emergency Event**

Upon notification from the County, in preparation of an emergency event, the Contractor shall be required to remove all restrooms placed under this Bid from the property. The Contractor shall be responsible for installation of all restrooms at the conclusion of the event.

**Supplies**

The Contractor shall be required to provide any and all supplies needed for all restrooms placed under this Bid. The required supplies shall include, but are not limited to: hand sanitizer, toilet paper, cleansers, disinfectants, mops, and chemicals for the restroom basins. The Contractor shall be required to replenish supplies left in the restrooms (i.e. toilet paper, hand sanitizer) at each cleaning to ensure the restroom will not run out prior to the following cleaning visit. This is a requirement of the Department of Health.

**As Needed Requirements**

The units with As Needed Requirements under this Bid include locations that require units during certain times of the year that require units for a temporary period of time (longer than a week, less than a year). These locations shall be maintained as requested by the Amphitheatre (2-3x per week).

Maintenance and servicing shall be the same as with Annual Requirements.

**Quantities**

St. Johns County reserves the right to increase or decrease the number of items at any time throughout the duration of the Contract. Prices shall remain the same for any items added to or subtracted from the contract.

**Locations**

The following locations are designated locations where restrooms must be placed by the Contractor. The County reserves the right to add and/or delete locations from the list below, and/or increase/decrease the quantity of restrooms placed at any location(s). The locations, requirements and servicing schedules are subject to change.

<b>Annual Requirements</b>			
<b>Locations within Amphitheatre Property</b>	<b>Type</b>	<b># of Units</b>	<b>Servicing Schedule</b>
Front Parking Lot	ADA Compliant	1	2wk;3wkd
Front Parking Lot	Single	3	2wk;3wkd
Front Porch	Restroom Trailer	1	2wk;3wkd
Stage Left Lawn	ADA Compliant	1	2wk;3wkd
Stage Left Lawn	Single	3	2wk;3wkd
Stage Right Lawn	ADA Compliant	1	2wk;3wkd
Stage Right Lawn	Single	3	2wk;3wkd
<b>As Needed Requirements</b>			
Backstage	Restroom Trailer	1	Varies
Backstage	Single	6	Varies



**Bid No. 18-19; Portable Restroom Rental and Servicing-St. Augustine Amphitheatre  
EXHIBIT "C"**

**FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES**

**1. Equal Employment Opportunity.**

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving

such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

## **2. Contract Work Hours and Safety Standards Act.**

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

## **3. Compliance with Clean Air Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**4. Compliance with Federal Water Pollution Control Act.**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**5. Debarment and Suspension.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**6. Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official  
Name and Title of Contractor's Authorized Official  
Date

**7. Procurement of Recovered Materials.**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.

**8. DHS Seal, Logo, and Flags.**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**9. Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**10. No Obligation by Federal Government.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**11. Fraud and False or Fraudulent or Related Acts.**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

November 13, 2017

**RE: Bid No: 18-19 – Portable Restroom Rental and Servicing- St Augustine Amphitheatre**

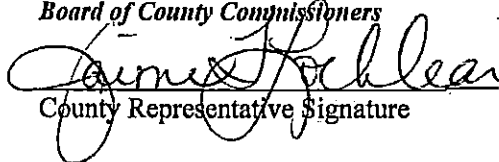
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to The Lovely Loo Portable Restrooms, LLC as the lowest responsive, responsible bidders for Bid No: 18-19 – Portable Restroom Rental and Servicing- St Augustine Amphitheatre. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 4:00PM, Thursday November 16, 2017.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall *constitute* a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

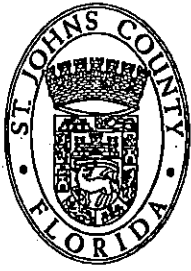
Please forward all correspondence, requests or inquiries directly to April Johnston, Procurement Coordinator in the Purchasing Department at [ajohnston@sjcfl.us](mailto:ajohnston@sjcfl.us).

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

  
County Representative Signature

Date: 11/13/17

Jaime Locklear, MPA, CPPB, FCCM Assistant Purchasing Manager  
Name & Title (Printed)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

---

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

---

**TO:** Ryan Murphy – General Manager, St Augustine Amphitheatre  
**FROM:** April Johnston, Procurement Coordinator  
**SUBJECT:** Transmittal of Bids Received for Bid No. 18-19, Portable Restroom Rental and Servicing- St Augustine Amphitheatre.  
**DATE:** November 8, 2017

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

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

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

Department Head Approval \_\_\_\_\_

Date 11/13/17

Budget Amount \$50,000

Account Funding Title CO-PROMOTER CONTRACTUAL SERVICES

Funding Charge Code 1451-53131

Award to THE LOVELY LOG PORTABLE RESTROOMS LLC.

Award Amount BASED ON USAGE AND UNIT PRICING

**ST. JOHNS COUNTY  
BID TABULATION**

**BID TITLE** PORTABLE RESTROOM RENTAL AND SERVICING  
ST AUGUSTINE AMPHITHEATRE

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR  
ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT  
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL  
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

**OPENED BY** April Johnston *AKJ*  
**TABULATED BY** Bryan Matus  
**VERIFIED BY** \_\_\_\_\_

**BID NUMBER** 18-19

**OPENING DATE/TIME** November 8, 2017 2:00 PM

**POSTING DATE/TIME** FROM 11/08/17 UNTIL 11/13/17  
3:00pm 3:00pm

BIDDERS	TOTAL ANNUAL PRICE BID	BID BOND	Addendum #1	Addendum #2			
Amason's	\$109,740.00	YES	YES	YES			
The Lovely Loo LLC	\$104,628.00	YES	YES	YES			

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

BID NO: 18-19

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FLORIDA

PROJECT:

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

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

BID PROPOSAL OF

THE LOVELY LOO PORTABLE RESTROOMS LLC  
Full Legal Company Name

3540 US1 SOUTH ST. AUG FL. 32086 904-315-7027  
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 18-19; Portable Restroom Rental and Servicing- St Augustine Amphitheatre in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

UNIT PRICE:

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

Standard Unit	Monthly Rate			# of Units	Annual Price
2x/wk Service	\$70.00	X 12 Months	240 X	9	\$7560
3x/wk Service	\$85.00	X 12 Months	1020 X	9	\$9180
3x/ weekend Service	\$85.00	X 12 Months	1020 X	9	\$9180
				Standard Unit Annual Total	\$25,920
ADA Compliant Unit	Monthly Rate			# of Units	Annual Price
2x/wk Service	\$65	X 12 Months	780 X	3	\$2340
3x/wk Service	\$79	X 12 Months	948 X	3	\$2844
3x/ weekend Service	\$79	X 12 Months	948 X	3	\$2844
				ADA Unit Annual Total	\$8028
Restroom Trailer	Monthly Rate			# of Units	Annual Price
2x/wk Service	\$1970	X 12 Months	23640 X	1	\$23,640
3x/wk Service	\$1970	X 12 Months	23,640 X	1	\$23,640



3x/ weekend Service	\$1950	X 12 Months	23,400 X	1	\$ 23,400
				Trailer	\$ 70,680
				Annual Total	23,400
				TOTAL ANNUAL PRICE	\$104,628

\$104,628

Total Annual Price Bid Written in Numerals

ONE HUNDRED FOUR THOUSAND SIX HUNDRED TWENTY EIGHT / 100

Total Annual Price Bid Written in Words

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

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

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

**ATTACHMENT "A"**

**As Needed Additional Service Unit Price List**

Each Bidder shall submit the unit prices for as needed additional service for each type of rental unit with services as provided below. Any Rental of a standard unit for a duration of one week or more but less than one month will be billed using the Annual rates.

**UNIT PRICE LIST**

UNIT	Unit Price Daily Rate (No Service)	3 Day Rate Daily Cleaning	Weekly Rate (2x/wk cleaning)	Weekly Rate (3x/wk cleaning)
Standard Single Portable Toilet	\$ 30	\$ 35	\$ 35	\$ 35
ADA Compliant Portable Toilet	\$ 35	\$ 39	\$ 35	\$ 39
Restroom Trailer	\$ 350	\$ 350	\$ 450	\$ 450

Portable Sink	Unit Price Daily Rate	Unit Price 3 Day Rate	Unit Price Weekly Rate	Unit Price Monthly Rate
Single	\$ 20	\$ 20	\$ 20	\$ 20
Double	\$ 25	\$ 25	\$ 25	\$ 25

Miscellaneous	Rate			
Emergency Service Rate	\$ 0 NO CHARGE			
Damage Waiver Fee	\$ 0			

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

No.: 1 10/11/17 Date Received:

No.: 2 10/25/17 Date Received:

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

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

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

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

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

**CORPORATE/COMPANY**

Full Legal Company Name: THE LOVELY LEO PORTABLE RESTROOMS LLC (Seal)

By: [Signature] EDWARD STRANGE OWNER  
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 3540 US1 SOUTH ST. AUGUSTINE, FL 32086

Telephone No.: (904) 35-7027 Fax No.: ( ) \_\_\_\_\_

Email Address for Authorized Company Representative: EO@THELOVELYLEO.COM  
Federal I.D. Tax Number: 46-2658286 DUNS #: 079086981  
(if applicable)

**INDIVIDUAL**

Name: [Signature] EDWARD "EO" STRANGE OWNER  
(Signature) (Name typed or printed) (Title)

Address: 3540 US1 SOUTH ST. AUG. FL 32086

Telephone No.: (904) 35-7027 Fax No.: \_\_\_\_\_

Email Address: EO@THELOVELYLEO.COM

Federal I.D. Tax Number: 46-2658286

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" - St Johns County Board of County Commissioners Affidavit
  - Attachment "B" - Certificate as to Corporate Principal
  - Attachment "C" - License / Certification List
  - Attachment "D" - List of Proposed Sub-Contractors/Equipment Vendor
  - Attachment "E" - Conflict of Interest Disclosure Form
  - Attachment "F" - Proof of Insurance
  - Attachment "G" - Experience of Bidders
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

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

Bid No: 18-19

ATTACHMENT "A"

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

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

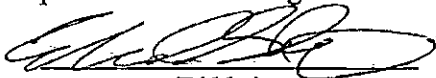
At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

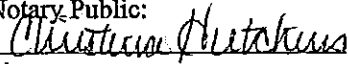
Before me, the Undersigned authority, personally appeared EDWARD STRANGE who being duly sworn, deposes and says he is OWNER (Title) of the firm of THE LOVELY LADY PORTABLE RESTROOMS LLC Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-19, Portable Restroom Rental and Servicing- St Augustine Amphitheatre, in St. Johns County, Florida.

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 Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

  
(Bidder)

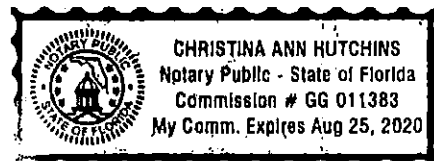
By: EDWARD STRANGE  
OWNER  
(Title)

Sworn and subscribed to me this 8 day  
of November, 2017.

Notary Public:  
  
Signature  
Christina Hutchins  
Printed

My commission Expires: Aug. 25, 2020

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



**ATTACHMENT "C"**  
**LICENSE / CERTIFICATION LIST**

In the space below, the Bidder shall list all current licenses and certifications held:

*The bidder shall attach a copy of each current license or certification listed below to this form.*

License Name	License #	Issuing Agency	Expiration Date
OPERATING PERMIT	55-QS-148397	STATE OF FLORIDA DEPT. OF HEALTH	9/30/18
Business Permit	57746	SJC	9/18



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

55-QS-1493397

55-BID-3565021

OSTDS Service - TTS\*

Issued To: LOVELY LOO PORTABLE RESTROOMS, LLC  
3540 US 1 Highway S  
Saint Augustine, FL 32086

County: St. Johns  
Amount Paid: \$145.00  
Date Paid: 10/09/2017  
Issued Date: 10/09/2017  
**Expires On: 09/30/2018**

Mail To: LOVELY LOO PORTABLE RESTROOMS, LLC  
3540 US 1 Highway S  
Saint Augustine, FL 32086

Issued By:  
Department of Health in St. Johns County  
200 San Sebastian View  
Saint Augustine, FL 32084

Owner: LOVELY LOO PORTABLE RESTROOMS, LLC

SDS Trucks: 0

TTS Trucks: 2

The facility shown above has been inspected by a duly authorized representative of the Department of Health, and was found in conformance with those rules promulgated by the department under the authority of chapters 381, 386 and 489 part III, Florida Statutes, and set forth in Rule 64E-6, Florida Administrative Code.

This permit grants authority to operate the above referenced facility, service, or system in conformance with department rules and the conditions of operation shown below. This permit is revocable, upon service of notice, when it is determined by the department that the operational conditions and department standards are not being maintained.

Approved for Temporary System Service. Operating permit to be obtained annually.

\*OSTDS Service Permit Abbreviations: SDS - Septage Disposal Service TTS - Temporary Tank Service LAS - Land Application Site  
ATUM - ATU Maintenance Entity LSF - Lime Stabilization Facility TM - Tank Manufacturer

Original Customer: LOVELY LOO PORTABLE RESTROOMS, LLC (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
Operating Permit

55-QS-1493397

55-BID-3565021

OSTDS - Service - TTS

Issued To: LOVELY LOO PORTABLE RESTROOMS, LLC  
3540 US 1 Highway S  
Saint Augustine, FL 32086

County: St. Johns  
Amount Paid: \$145.00  
Date Paid: 10/09/2017  
Issued Date: 10/09/2017  
**Expires On: 09/30/2018**

Mail To: LOVELY LOO PORTABLE RESTROOMS, LLC  
3540 US 1 Highway S  
Saint Augustine, FL 32086

Issued By:  
Department of Health in St. Johns County  
200 San Sebastian View  
Saint Augustine, FL 32084

Owner: LOVELY LOO PORTABLE RESTROOMS, LLC

# Dennis W. Hollingsworth Tax Collector

*generated on 11/8/2017-12:51:07 PM EST*

## Local Business Tax

Last Update: 11/8/2017 12:51:09 PM EST

### Local Business Tax Renewal

Account Number	New Business Date	Local Business Tax Year	Transfer
57746	6/18/2013	2017	N
<b>Business Address</b> LOVELY LOO PORTABLE RESTROOMS LLC THE 680 STURDIVANT RD ST. AUGUSTINE FL 32086		<b>Mailing Address</b> LOVELY LOO PORTABLE RESTROOMS LLC THE 680 STURDIVANT RD ST AUGUSTINE, FL. 32086	
<b>Units</b> 0		<b>Status</b> **ACTIVE**	
<b>Occupation</b> RENTAL SERVICE			
Local Business Tax			\$22.00
Date Paid	Receipt	Amount Paid	
9/19/2017	8001759.0001	\$22.00	





**ATTACHMENT "E"**  
**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (BID # 18-19) Number/Description: Portable Restroom Rental and Servicing- St Augustine Amphitheatre

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

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

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


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

Please check the appropriate statement:

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

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

Legal Name of Respondent: EDWARD STRANBY The Lovely LLC

Authorized Representative(s) :   
Signature

EDWARD STRANBY OWNER  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name/Title



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/8/2017

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).

<b>PRODUCER</b> The P & C Group 93A Orange Street St. Augustine, FL 32084	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 904-826-4443		FAX (A/C, No): 904-824-0514
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID # 769		
<b>INSURED</b> Lovely Loo Portable Restrooms 3540 US1 South St. Augustine, FL 32086	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Bass Underwriters		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**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	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			VBA55674200	07/21/17	07/21/18	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

<b>CERTIFICATE HOLDER</b> St Johns County 4040 Lewis Speedway St. Augustine, FL 32084 fax904-824-6847	<b>CANCELLATION</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 <i>Candice Canover</i>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/08/2017

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Norman Insurance Advisors, LLC 798 North Ponce de Leon Blvd.  St. Augustine FL 32084	<b>CONTACT NAME:</b> Andrew M Norman <b>PHONE (A/C, No. Ext):</b> (904) 819-5949 <b>FAX (A/C, No):</b> (904) 819-5951 <b>E-MAIL ADDRESS:</b> certs@normaninsuranceadvisors.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Mapfre Insurance Company of FL</td> <td>34932</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Mapfre Insurance Company of FL	34932	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Mapfre Insurance Company of FL	34932													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> The Lovely Loo Portable Restrooms LLC  3540 US 1 South  St. Augustine FL 32086														

**COVERAGES**                      **CERTIFICATE NUMBER:** Cert ID 4162                      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		6150160012984	07/21/2017	07/21/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 250,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
						\$ \$

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

<b>CERTIFICATE HOLDER</b>  St Johns County  500 San Sebastian View  St Augustine FL 32084	<b>CANCELLATION</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  

**BID NO: 18-19**

**ATTACHMENT "F"**

**CERTIFICATE OF INSURANCE**

INSERT CERTIFICATE OF INSURANCE HERE

**EXPERIENCE OF BIDDER**

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past five (5) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: The Lovely Loo LLC 10-30-17  
 Bidder [Signature] Date  
 Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
01/2015	SSC AMMOTH THEATRE ANDREW SEWARD ASEWARD@SSPLUS	VARIOUS	ST. JOHNS COUNTY AMMOTH THEATRE
07/16	904-209-3743 CITY OF ST. AUGUSTINE WANDA BRAY WBRAY@CITYSTAUG.COM	\$3500	4th of JULY FIRE- WORKS SHOW
8/15- current	THE SEVILLE ISLAND AUTHORITY NANCY KING POWAN NKRIZINGPOWAN@SEVILLEISLAND.COM 912-506-2099	\$5500	SEVILLE + ORLIS FESTIVAL FIREWORKS SHOW OTHER EVENTS

Do you have any similar work in progress at this time? Yes  No

Length of time in business: 4 Years

Is your company currently involved in any active litigation? NO If Yes, explain: \_\_\_\_\_

Has your company ever been sued? NO If Yes, explain and/or submit court decision or judgment, as applicable: \_\_\_\_\_



St. Johns County Board of County Commissioners

Purchasing Division

October 19, 2017

ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No. 18-19; Portable Restroom Rental and Servicing- St. Augustine Amphitheater

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

**Question:**

Would it be possible for one of our company representatives to look at the site and facility where these units will be placed, as well as the units the current provider is providing?

**Response: Yes. Anon Mandatory Pre-Bid Meeting has been scheduled for Monday October 30<sup>th</sup> at 10 a.m. onsite at the St. Augustine Amphitheatre located at 1340C A1A South, St. Augustine, FL 32080.**

**Bid Due Date remains November 8, 2017 at 2:00 P.M.**

Acknowledgment

Sincerely,

 10-19-17  
Signature and Date

April Johnston  
Procurement Coordinator

EDUARDO STRANGE OWNER  
Printed Name/Title

The Lovely 100 LLC  
Company Name (Print)

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

October 25, 2017

ADDENDUM #2

To: Prospective Bidders  
From: St. Johns County Purchasing Department  
Subject: Bid No. 18-19; Portable Restroom Rental and Servicing- St. Augustine Amphitheater

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

**Question:**

Is the lift station at the rear of the Amphitheater a state licensed disposal site for portable toilet and restroom trailer waste?

**Response: No.**

If it is, what is the per gallon cost?

**Response: N/A**

**Bid Due Date remains November 8, 2017 at 2:00 P.M.**

**Acknowledgment**

 10-25-17  
Signature and Date

Sincerely,

April Johnston  
Procurement Coordinator

EDWARD STANGE OWNER  
Printed Name/Title

The LOVELL CO LLC  
Company Name (Print)

END OF ADDENDUM NO. 2



THIS DOCUMENT CONTAINS ULTRAVIOLET FIBERS, CHEMICALLY REACTIVE PAPER, A VOID PANTOGRAPH, MICROPRINT SIGNATURE LINE, BLEED THROUGH NUMBERING AND A WATERMARK ON THE BACK.

**Ameris**  
Bank



508156

64-175  
612

REMITTER: The Lovely Leo Portable Restrooms LLC

November 08, 2017

PAY TO THE  
ORDER OF: St. Johns County Purchasing

\$ \*\*\*\*\*5,231.40

FIVE THOUSAND TWO HUNDRED THIRTY ONE DOLLARS AND FORTY CENTS

DOLLARS



Security  
Features  
Details on  
Back

*[Handwritten Signature]*

⑈ 508156 ⑆ ⑆ 06 120 1754 ⑆ ⑆ 2020020213 ⑆



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

Purchasing Division

October 25, 2017

**ADDENDUM #2**

**To: Prospective Bidders**

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

**Subject: Bid No. 18-19; Portable Restroom Rental and Servicing- St. Augustine Amphitheater**

This Addendum #2 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston, Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

**Question:**

Is the lift station at the rear of the Amphitheater a state licensed disposal site for portable toilet and restroom trailer waste?

**Response: No.**

If it is, what is the per gallon cost?

**Response: N/A**

**Bid Due Date remains November 8, 2017 at 2:00 P.M.**

**Acknowledgment**

**Sincerely,**

\_\_\_\_\_  
Signature and Date

April Johnston  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 2**



## St. Johns County Board of County Commissioners

Purchasing Division

October 19, 2017

### ADDENDUM #1

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid No. 18-19; Portable Restroom Rental and Servicing- St. Augustine Amphitheater

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda.

Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, April Johnston; Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084.

**Question:**

Would it be possible for one of our company representatives to look at the site and facility where these units will be placed, as well as the units the current provider is providing?

**Response: Yes. Anon Mandatory Pre-Bid Meeting has been scheduled for Monday October 30<sup>th</sup> at 10 a.m. onsite at the St. Augustine Amphitheatre located at 1340C A1A South, St. Augustine, FL 32080.**

**Bid Due Date remains November 8, 2017 at 2:00 P.M.**

**Acknowledgment**

Sincerely,

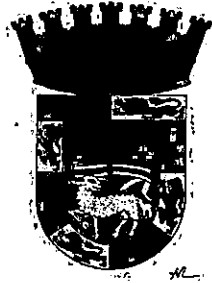
\_\_\_\_\_  
Signature and Date

April Johnston  
Procurement Coordinator

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**



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

**BID NO: 18-19**

**PORTABLE RESTROOM RENTAL AND SERVICING- ST AUGUSTINE  
AMPHITHEATRE**

**BID DOCUMENTS**

**St. Johns County Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084  
904.209.0150**

**FINAL 10/13/17**

## **TABLE OF CONTENTS**

### **FRONT END BID DOCUMENTS**

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – St. Johns County Board of County Commissioners Affidavit

“B” – Certificate as to Corporate Principal

“C” – License/Certification List

“D” – List of Proposed Sub-Contractors/Equipment

“E” – Conflict of Interest Disclosure Form

“F” – Proof of Insurance

“G” – Experience of Bidder Form  
Bid Bond

### **SERVICE SPECIFICATIONS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, November 8, 2017 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 18-19; Portable Restroom Rental and Servicing- St Augustine Amphitheatre.** Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The scope of work shall consist of providing portable restrooms and restroom trailers at The St. Augustine Amphitheatre. The Contractor shall be responsible for performing any and all necessary maintenance, repairs, and cleaning services to any and all units in order to maintain working and clean portable restrooms for use by the St. Augustine Amphitheatre patrons and artists at any and all locations throughout the Amphitheatre per the Specifications described herein.

#### **Minimum Qualifications**

Each Bidder must be fully licensed to do business in the State of Florida and must currently hold, and provide proof of any and all certifications and licenses required by Federal, State and/or County law, rule, regulation or ordinance to perform the required services. All bidders must possess a Department of Health service permit to perform these services, as required by Rule 64E-6.0101, Florida Administrative Code, and provide proof of such with the submitted Bid Proposal

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website [www.demandstar.com](http://www.demandstar.com) by requesting Document # 18-19. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: [www.sjcfl.us/BCC/Purchasing/Open\\_Bids.aspx](http://www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx). Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from St. Johns County Purchasing, via email to [ajohnston@sjcfl.us](mailto:ajohnston@sjcfl.us) or fax to (904) 209-0157.

Any and all questions related to this project shall be directed, *in writing*, to Designated Point of Contact, April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to [ajohnston@sjcfl.us](mailto:ajohnston@sjcfl.us) or fax to (904) 209-0157. Questions are due no later than 4:00PM on Wednesday, October 25, 2017, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

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

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

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS

OF ST. JOHNS COUNTY, FLORIDA  
HUNTER S. CONRAD, CLERK  
BY: \_\_\_\_\_

Deputy Clerk

# **FRONT END BID DOCUMENTS**



## INSTRUCTION TO BIDDERS

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

**PROJECT:** BID NO.: 18-19; Portable Restroom Rental and Servicing- St Augustine Amphitheatre

### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

### **BIDDER'S REPRESENTATION**

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

### **BIDDING DOCUMENTS**

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

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

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

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

### **SUBSTITUTIONS**

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

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

### **DESIGNATED POINT OF CONTACT**

The County's Designated Point of Contact for this Bid is April Johnston, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Johnston, ***in writing***, via email at [ajohnston@sjcfl.us](mailto:ajohnston@sjcfl.us) or fax to (904) 209-0157. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above. Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

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

bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

### QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to Designated Point of Contact, April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to [ajohnston@sjcfl.us](mailto:ajohnston@sjcfl.us) or fax to (904) 209-0157. Questions are due no later than four o'clock (4:00PM) on **Wednesday, October 25, 2017**, so that any necessary addenda may be issued in a timely manner.

Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

### ADDENDA

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

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

### FORM AND STYLE OF BIDS

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

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO: 18-19 - Portable Restroom Rental and Servicing- St Augustine Amphitheatre" *See Example Below:*

ABC Company, Inc.  
123 Aviles Street  
St. Augustine, FL 32084

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

**BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT**

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive. Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

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

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

### BID SECURITY

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Annual Price Bid amount submitted on the

Official County Bid Form, pledging that the Bidder will enter into a contract with the County on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the County, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

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

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

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

### **BID BOND INSTRUCTIONS**

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

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

### **SUBMISSION OF BIDS**

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

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

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

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

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

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

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

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

### **BID POSTPONEMENT/CANCELLATION**

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

### **COSTS INCURRED BY BIDDERS**

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

### **CONSIDERATION OF BIDS**

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

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

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

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

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

It is the intent of the County to award a contract to the vendor who submits the lowest responsive, responsible Bid on the basis of the total annual bid price, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County.

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

### **QUALIFICATION OF CONTRACTORS**

#### ***Minimum Qualifications:***

1. Bidders must be fully licensed to do business in the State of Florida.
2. Prime bidders are also required to currently hold and provide proof of any and all certifications and licenses required by Federal, State and/or County law, rule, regulation or ordinance in the submitted bid.
3. All bidders must possess a Department of Health service permit to perform these services, as required by Rule 64E-6.0101, Florida Administrative Code, and provide proof of such with the submitted Bid Proposal.

Proof of qualifications shall be provided by completing and submitting Attachment "C" – License/Certification List along

with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

Bidders to whom award of a contract is under consideration shall submit to the County, upon his request, a properly executed Contractor's Qualification Statement of A1A Document A305, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### **SUB-CONTRACTORS**

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "D", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

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

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

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

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

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

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

### **EXECUTION OF CONTRACT DOCUMENTS**

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

### **CONTRACT DURATION**

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

### **INDEMNITY**

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

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

### **TERMINATION**

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

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

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

### **PRICING**

The pricing under this Bid shall remain firm throughout the duration of the term of the awarded Contract Agreement. No pricing increases will be permitted during the term of the contract.

**TAXES** – Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

### **INSURANCE**

The Contractor shall not commence work under the awarded Contract Agreement 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 the awarded Contract Agreement.

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 the awarded Contract Agreement, 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 the awarded Contract Agreement, 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 awarded Contract Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of the awarded Contract Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 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 the awarded Contract Agreement, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

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

### **GOVERNING LAWS & REGULATIONS**

The Vendor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, are in any manner applicable to this Bid. The services shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the project awarded under this contract relating to an Emergency declaration, the Vendor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

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

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

If the bidder is not a DBE/MBE/WBE firm the contractor entering into an agreement for this project must meet the following criteria:

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

### **BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Vendors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

### **SUSPENSION AND DEBARMENT**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Vendor is required to verify that none of the Vendor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of sub grantee). If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in



addition to remedies available to (name of state agency serving as grantee and name of sub grantee), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS**

- (1) Where applicable (*see* 40 U.S.C. § 3701), all contracts awarded by the NFE in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, ¶ E.
- (2) Under 40 U.S.C. § 3702, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- (3) The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (4) Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

#### **COMPLIANCE WITH THE CLEAN AIR ACT AND CLEAN WATER ACT**

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **ENERGY CONSERVATION**

The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### **PUBLIC RECORDS**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and Chapter 286 Freedom of Information Act, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Bids and the responses thereto are public record. Proposers should 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. Failure to identify confidential and/or proprietary information prior to submission of the proposal may result in such information being subject to release if requested in a public records request.

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO: 18-19**

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

**PROJECT:**

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

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

**BID PROPOSAL OF**

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 18-19; Portable Restroom Rental and Servicing- St Augustine Amphitheatre in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

**UNIT PRICE:**

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

<b>Standard Unit</b>	<b>Monthly Rate</b>			<b>#of Units</b>	<b>Annual Price</b>
2x/wk Service	\$	X 12 Months	X	9	\$
3x/wk Service	\$	X 12 Months	X	9	\$
3x/ weekend Service	\$	X 12 Months	X	9	\$
				<b>Standard Unit Annual Total</b>	
<b>ADA Compliant Unit</b>	<b>Monthly Rate</b>			<b>#of Units</b>	<b>Annual Price</b>
2x/wk Service	\$	X 12 Months	X	3	\$
3x/wk Service	\$	X 12 Months	X	3	\$
3x/ weekend Service	\$	X 12 Months	X	3	\$
				<b>ADA Unit Annual Total</b>	
<b>Restroom Trailer</b>	<b>Monthly Rate</b>			<b>#of Units</b>	<b>Annual Price</b>
2x/wk Service	\$	X 12 Months	X	1	\$
3x/wk Service	\$	X 12 Months	X	1	\$

3x/ weekend Service	\$	X 12 Months	X	1	\$
				<b>Trailer Annual Total</b>	
				<b>TOTAL ANNUAL PRICE</b>	

---

Total Annual Price Bid Written in Numerals

---

Total Annual Price Bid Written in Words

/ 100

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

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

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

**ATTACHMENT "A"**

**As Needed Additional Service Unit Price List**

Each Bidder shall submit the unit prices for as needed additional service for each type of rental unit with services as provided below. Any Rental of a standard unit for a duration of one week or more but less than one month will be billed using the Annual rates.

**UNIT PRICE LIST**

<b>UNIT</b>	<b>Unit Price Daily Rate (No Service)</b>	<b>3 Day Rate Daily Cleaning</b>	<b>Weekly Rate (2x/wk cleaning)</b>	<b>Weekly Rate (3x/wk cleaning)</b>
Standard Single Portable Toilet	\$	\$	\$	\$
ADA Compliant Portable Toilet	\$	\$	\$	\$
Restroom Trailer	\$	\$	\$	\$

<b>Portable Sink</b>	<b>Unit Price Daily Rate</b>	<b>Unit Price 3 Day Rate</b>	<b>Unit Price Weekly Rate</b>	<b>Unit Price Monthly Rate</b>
Single	\$	\$	\$	\$
Double	\$	\$	\$	\$

<b>Miscellaneous</b>	<b>Rate</b>			
Emergency Service Rate	\$			
Damage Waiver Fee	\$			

Each Bidder must ensure that the numerical amounts entered on this Official County Bid Form are legibly printed in ink or typed so as to eliminate the possibility of misinterpreting the amount bid. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and disqualify the Bidder from consideration of award.

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

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

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

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

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

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

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

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

**CORPORATE/COMPANY**

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

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

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

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

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

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(if applicable)

**INDIVIDUAL**

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

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

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

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

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

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – St Johns County Board of County Commissioners Affidavit
  - Attachment "B" – Certificate as to Corporate Principal
  - Attachment "C" – License / Certification List
  - Attachment "D" – List of Proposed Sub-Contractors/Equipment Vendor
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" – Proof of Insurance
  - Attachment "G" – Experience of Bidders
  - Bid Bond Form
  - Fully Acknowledged Addenda Applicable to this bid

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

Bid No: 18-19

ATTACHMENT "A"

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

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

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

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

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared \_\_\_\_\_ who being duly sworn, deposes and says he is \_\_\_\_\_ (Title) of the firm of \_\_\_\_\_ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-19, Portable Restroom Rental and Servicing- St Augustine Amphitheatre, in St. Johns County, Florida.

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 Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

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

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

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

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

Signature \_\_\_\_\_

Printed \_\_\_\_\_

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

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







**Bid No: 18-19**

**ATTACHMENT "D"**  
**LIST OF PROPOSED SUBCONTRACTORS**

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

**DIVISION OF WORK**

**NAME AND ADDRESS OF SUBCONTRACTORS**

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

BID NO.: 18-19

**ATTACHMENT "E"**  
**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

Project (BID # 18-19) Number/Description: Portable Restroom Rental and Servicing- St Augustine Amphitheatre

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

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

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

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

Please check the appropriate statement:

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

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

Authorized Representative(s) :

_____	_____
Signature	Print Name/Title
_____	_____
Signature	Print Name/Title

**BID NO: 18-19**

**ATTACHMENT "F"**

**CERTIFICATE OF INSURANCE**

INSERT CERTIFICATE OF INSURANCE HERE

BID NO.: 18-19

ATTACHMENT "G"

**EXPERIENCE OF BIDDER**

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past five (5) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

Any material misrepresentation, as determined by the County, shall result in disqualification.

By: \_\_\_\_\_  
Bidder \_\_\_\_\_ Date \_\_\_\_\_  
\_\_\_\_\_  
Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

Do you have any similar work in progress at this time? \_\_\_\_\_ Yes \_\_\_\_\_ No

Length of time in business: \_\_\_\_\_ Years

Is your company currently involved in any active litigation? \_\_\_\_\_ If Yes, explain: \_\_\_\_\_

Has your company ever been sued? \_\_\_\_\_ If Yes, explain and/or submit court decision or judgment, as applicable: \_\_\_\_\_

BID NO: 18-19

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

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

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

- For

**PORTABLE RESTROOM RENTAL AND SERVICING- ST AUGUSTINE AMPHITHEATRE**

St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

**BID NO.: 18-19**

WITNESSES:

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

WITNESSES:

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

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

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

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

\_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
CITY STATE

WITNESS:

\_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
CITY STATE

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



# SPECIFICATIONS

**BID NO: 18-19; PORTABLE RESTROOM RENTAL AND SERVICING- ST AUGUSTINE AMPHITHEATRE**

**MINIMUM SPECIFICATIONS & CONDITIONS**

**St. Johns County, FL**

**Scope of Work**

The Contractor shall be responsible for providing portable restrooms and restroom trailers at The St. Augustine Amphitheatre located at 1340C A1A South, St. Augustine, FL 32080. The Contractor shall be responsible for performing any and all necessary maintenance, repairs, and cleaning services to any and all units in order to maintain working and clean portable restrooms for use by the St. Augustine Amphitheatre patrons and artists at any and all locations throughout the Amphitheatre.

**Restrooms**

The Contractor shall provide single toilet restrooms equipped with mounted urinal, toilet paper, lights, and hand-sanitizer dispenser. All restroom trailers must be a minimum of three stalls with air conditioning, running water, toilet paper, lights, sink, soap, and paper towels. All restrooms provided under this contract shall be of like color and size, unless otherwise requested by SJC. All restrooms shall be fully functioning, in good working condition with no internal or external components in disrepair or non-working condition. Any restrooms found by St. Johns County to be in unsatisfactory condition based on cleanliness, operation or appearance shall be reported to the Contractor immediately, and must be replaced with a satisfactory restroom, as approved by St Johns County within twenty four (24) hours of notification.

If and when additional restrooms are required, the County shall notify the Contractor, and request pricing, if restrooms required are different than those included herein. Additional restrooms shall be authorized by a Contract Amendment, and shall not be placed at any location until receipt of a fully executed Contract Amendment.

Any and all restrooms placed at The St. Augustine Amphitheatre under this Bid shall remain the property of the Contractor. The Contractor shall be solely responsible for any and all damages to any restroom(s) caused by weather, vandalism, fire, or any other factors. The County shall not be liable for any damages to any restrooms placed at County locations under this Bid for any reason.

**Installation**

The Contractor shall be responsible for installation of all restrooms provided under this contract. Installation shall include preparing and leveling each site for placement of a restroom, placing of the restroom, staking the restroom using a minimum of two (2) posts as required to ensure stability and safety for patrons, and inspecting to ensure each restroom is fully stocked and functioning as required. SJC must approve, in writing, any alternate methods of staking down any restroom(s) proposed by the Contractor prior to implementation.

The Contractor shall install all restrooms included under the contract before January 1, 2018. Any and all other restrooms requested by the County shall be installed within twenty four (24) hours of notification by the County, or as requested by the County.

Any and all costs associated with installation of restrooms under the contract must be included in the pricing submitted on the Official County Bid Form. No additional costs for installation or removal of restrooms shall be assessed to the County under this Bid.

**Annual Requirements**

The units with Annual Requirements under this Bid include locations that require one or more units to be in place throughout the year. These locations require units and services annually unless removed by written request of the County. The Contractor shall be required to service these units on demand within a 24 hour notice from the Amphitheatre Production Team depending on show schedule and artist demands. **Contractor must understand the nature of the concert industry and be flexible to the schedule changing on demand.** If, at any time, the County chooses to add units to the list with Annual Requirements, the County shall specify whether the added units shall be serviced two (2) times per week, or three (3) times per week.

**Servicing of Restrooms**

The Contractor shall be responsible for performing any and all cleaning, pumping out, and maintenance of all restrooms provided to the County under the contract.

### **Cleaning of Restrooms**

The Contractor shall clean all restrooms per show schedule and times and will be determined by the Amphitheatre Production Team. If the Contractor is unable to provide services on any day, it shall be the responsibility of the Contractor to notify the County of the new time the services shall be performed. If, at any time, the Contractor is unable to perform the required cleaning services as specified herein, the Contractor is required to notify SJC and coordinate an alternate schedule to perform the required cleaning(s), or prorate the invoice, subtracting costs for any services not performed accordingly.

At each cleaning, the Contractor shall be required to mop, and/or scrub the interior of each restroom, including on and under the toilet seats, urinals, and immediate areas, with an appropriate disinfectant. The walls and floors of each restroom shall be swept and/or mopped with an appropriate cleanser to maintain sanitary conditions. All handles, interior and exterior shall be sanitized.

The Contractor shall pump out all toilets and trailers after every show, and shall do so as needed to maintain satisfactory appearance and cleanliness. Restrooms shall be cleaned after being pumped out to maintain sanitary conditions. Time for pump outs will be determined by Amphitheatre Production Team. Contractor must be available 24/7/365 due to the nature of The St. Augustine Amphitheatre.

The Contractor shall provide any and all necessary chemicals, cleaning equipment and supplies. All units shall be mopped with disinfectant and toilet seats, urinals and immediate areas shall be sanitized after being pumped out.

If a unit or units experience high volumes of patrons, additional, same day servicing may be requested by the County. The Contractor shall be responsible for providing this servicing by the scheduling of Amphitheatre Production Team.

### **Record of Cleanings**

The Contractor shall be required to maintain a record of all cleaning, maintenance and servicing of each restroom throughout the duration of the contract. The record shall include the date, time, name of staff performing the service, and the conditions of the restroom at the time of cleaning (i.e. did the restroom have to be re-staked, was it tipped over, etc). Additional cleanings, servicing (i.e. pumping out), and any other maintenance or service performed at each restroom shall be recorded on this record. The Contractor staff responsible for cleaning(s) shall carry a copy of the record with them throughout each day to record all required information for each restroom. If multiple staff members perform cleanings, maintenance, or services, then each staff member shall carry a copy to record the required information for the restrooms being serviced. The information for all units shall be compiled into a report that shall be submitted to The St. Augustine Amphitheatre every Monday throughout the contract. Failure by the Contractor to submit this information to the designated County representative as required shall result in the County withholding payment until the information is submitted. The County reserves the right to request copies of the handwritten records from Contractor staff to verify the information submitted in the report.

In addition to the record of cleanings stated above, the Contractor shall place a log-in sheet in each restroom that Contractor staff shall initial, time and date stamp each time the restroom is cleaned, or serviced. The log-in sheet must be maintained throughout each cleaning period, and may be requested by SJC at any time for review. SJC staff shall also randomly inspect restrooms and check the log-in sheet to determine if the Contractor is complying with the cleaning schedule.

If, upon inspection by SJC, any restroom does not have the appearance of having been cleaned as required, and/or the log-in sheet is not filled out as stated above, SJC shall notify the Contractor, and the Contractor shall be required to arrive at the specified restroom(s) to perform the required cleaning services within two (2) hours of notification from Amphitheatre Production Team at no additional cost to the County.

### **Maintenance of Restrooms**

The Contractor shall be required to perform any and all maintenance services required to keep the restrooms placed at any County location. This includes, but is not limited to: repairing/replacing stakes; re-staking restrooms to prevent tip-overs, repair/replacement of doors, interior and exterior handles and locks, toilet seats, hand-sanitizer dispensers, urinal fixtures, and all other fixtures in order to maintain the restrooms in good working condition. Maintenance performed on any restroom(s) shall be at the Contractor's expense, and shall not be born by the County.

If any restroom falls into such disrepair, or unsatisfactory conditions or appearance, that maintenance and/or repair services are unable to restore the restroom to satisfactory condition as determined by the County, the Contractor shall be required to replace the failing restroom immediately, at no additional cost to the County.

**Emergency Event**

Upon notification from the County, in preparation of an emergency event, the Contractor shall be required to remove all restrooms placed under this Bid from the property. The Contractor shall be responsible for installation of all restrooms at the conclusion of the event.

**Supplies**

The Contractor shall be required to provide any and all supplies needed for all restrooms placed under this Bid. The required supplies shall include, but are not limited to: hand sanitizer, toilet paper, cleansers, disinfectants, mops, and chemicals for the restroom basins. The Contractor shall be required to replenish supplies left in the restrooms (i.e. toilet paper, hand sanitizer) at each cleaning to ensure the restroom will not run out prior to the following cleaning visit. This is a requirement of the Department of Health.

**As Needed Requirements**

The units with As Needed Requirements under this Bid include locations that require units during certain times of the year that require units for a temporary period of time (longer than a week, less than a year). These locations shall be maintained as requested by the Amphitheatre (2-3x per week). Maintenance and servicing shall be the same as with Annual Requirements.

**Quantities**

St. Johns County reserves the right to increase or decrease the number of items at any time throughout the duration of the Contract. Prices shall remain the same for any items added to or subtracted from the contract.

**Locations**

The following locations are designated locations where restrooms must be placed by the Contractor. The County reserves the right to add and/or delete locations from the list below, and/or increase/decrease the quantity of restrooms placed at any location(s). The locations, requirements and servicing schedules are subject to change.


<b>Annual Requirements</b>			
<b>Locations within Amphitheatre Property</b>	<b>Type</b>	<b># of Units</b>	<b>Servicing Schedule</b>
Front Parking Lot	ADA Compliant	1	2wk;3wkd
Front Parking Lot	Single	3	2wk;3wkd
Front Porch	Restroom Trailer	1	2wk;3wkd
Stage Left Lawn	ADA Compliant	1	2wk;3wkd
Stage Left Lawn	Single	3	2wk;3wkd
Stage Right Lawn	ADA Compliant	1	2wk;3wkd
Stage Right Lawn	Single	3	2wk;3wkd
<b>As Needed Requirements</b>			
Backstage	Restroom Trailer	1	Varies
Backstage	Single	6	Varies

**SEALED BID MAILING LABEL**

**BID NO: 18-19  
PORTABLE RESTROOM RENTAL AND SERVICING**

**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.:	<u>BID NO: 18-19</u>
BID TITLE:	<b>PORTABLE RESTROOM RENTAL AND SERVICING- ST AUGUSTINE AMPHITHEATRE</b>
DUE DATE/TIME:	<u>By 2:00PM – November 8, 2017</u>
SUBMITTED BY:	<u>Company Name</u>
	<u>Company Address</u>
	<u>Company Address</u>
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Johnston 500 San Sebastian View St St. Augustine FL 32084



END OF BID DOCUMENT