

RESOLUTION NO. 2018 - 238

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 18-74 AND TO EXECUTE A LEASE AGREEMENT FOR THE LEASE OF A SEATING SYSTEM AND INSTALLATION OF PERMANENT GRANDSTAND FOR ST. AUGUSTINE AMPHITHEATRE.

RECITALS

WHEREAS, the County desires to enter into lease agreement with RI of New York, Inc dba Seating Solutions ("Seating Solutions") to provide and install two (2) seating systems and provide and install permanent grandstand rows at the St. Augustine Amphitheatre; and

WHEREAS, the scope of the Project consists the provision of all labor, materials, tools, equipment, engineering, installation and maintenance necessary to install the specified seating systems and permanent grandstand; and

WHEREAS, through the County's formal Bid process, Seating Solutions was the most responsive, responsible bidder to enter into a lease agreement with the County to perform the work referenced above; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed lease agreement (attached hereto, an incorporated herein) and finds that entering into lease agreement serves a public purpose.

WHEREAS, the lease will be in substantial conformance with the Scope of Work in the attached bid document.

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 18-74 to Seating Solutions, to negotiate the terms of the proposed lease agreement, and upon successful negotiations, to execute a lease agreement for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute a lease agreement in substantially the same form and format as the attached draft on behalf of the County to provide the services as specifically provided in Bid 18-74.

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.

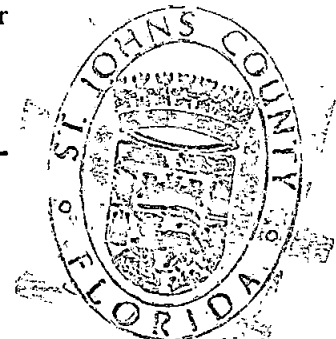
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 7th day of August, 2018.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Sam Hatterum
Deputy Clerk

RENDITION DATE 8/9/18





SEATING SOLUTIONS

Because you can't stand forever

Seating Solutions
60 Austin Blvd
Commack NY, 11725
(631) 845-0449

Contract Date: 7/9/18
Salesperson: Scott Suprina

Sold To:

Please Provide Bill To Address

St. Augustine Amphitheatre Additional Seating

Ship To:

St. Augustine Amphitheatre

1340C A1A S, St. Augustine, FL 32080

Based on the drawing dated 3-14-18, Seating Solutions is pleased to offer you the following five (5) season rental contract. Pricing below is based on a five season, non-cancellable, agreement. Pricing based on all seating staying in place and erected for the duration of the contract.

Seating Systems A/B:

Utilizing Seating Solutions Ultimate Flip Up Style Seating:

Units to feature Ultimate Seating System with clear span substructure the back 16' of each unit. Each of the two units to be elevated ~4' from grade level and built using a 30" tread depth per row and 12" rise per row. Each unit will feature entry/exit stairs on both ends. Each unit is fully code compliant featuring mid aisle hand rails, contrasting mid step nosing, and picket perimeter railing.

No ADA provisions

Unit A: ~312 Flip Seats

Unit B: ~312 Flip Seats

Total A&B Seat Count: 624 Flip Up Seats

Price includes delivery, installation, and final removal after season five.

Total Five (5) Season Rental Price: \$825,304.00 + tax

*Price Includes Stamped Engineered Drawings

*Permitting by others

*Any concrete work required by others

Terms:

Season One: 50% Deposit (\$104,127.00 + tax) due by July 20, 2018. Balance (\$104,127.00 + tax) due on Delivery

Season Two: Balance Payment (\$154,262.50 + tax) due by July 20, 2019.

Season Three: Balance Payment (\$154,262.50 + tax) due by July 20, 2020.

Season Four: Balance Payment (\$154,262.50 + tax) due by July 20, 2021.

Season Five: Balance Payment (\$154,262.50 + tax) due by July 20, 2022.

Please initial if you are tax exempt _____ Tax Exempt ID # _____

Appropriate sales tax will be added to the above amount unless a tax exempt form is provided.

This contract does not include permit applications or permitting. If required additional charges will apply.

INITIALS

BleaChair.com

SEATINGSOLUTIONS.COM

DreamSeat.com

XZIPT.COM

60 Austin Blvd. Commack, NY 11725 Office: (631) 845 0449 Fax: (631) 845 0470



SEATING SOLUTIONS

Because you can't stand forever

INSTALLATION TERMS & CONDITIONS

All orders are subject to approval of terms by our Credit Department prior to acceptance

- All measurements are approximate.
- It is the responsibility of the customer to obtain any permits necessary for the delivery & installation of the contents in this contract. Price does not include any permits or bonds required.
- Upon pull of the rental products from inventory, the total rental on contract is due. No cancellations or revisions to the contract will be accepted. Cancellations and changes will only be at the discretion of Seating Solutions.
- Seating Solutions uses in-house, trained seating system installers on our projects.
- Our installers are not affiliated with any national labor organization. Should prevailing wage be required on this project, Seating Solutions must be notified in writing with a minimum of 2 weeks prior to the start of the project. At that point the labor costs will be recalculated and added to the contract accordingly.
- In the event of cancellation for any reason, there will be a minimum charge of 50% of the entire contract amount plus any costs incurred, including but not limited to, inventory re-stocking, pre-assembly, loading, unloading, cancellation of trucking, special freight, engineer, special order items, drafting, etc.
- Configuration of installation is based on approved drawings. Once drawings have been approved by client, any changes to drawings will result in a 3% re-design fee and additional costs associated with inventory changes from what has already been reserved.
- Percentage of payments in terms is based on total contract amount.
- Pricing is based on dates & times agreed to in this contract. Any variation will result in additional charges. Any changes to installation, removal dates and/or times should be provided no later than fourteen (14) days prior to such agreed dates. Any resulting expenses will be added to the contract & due as per the terms of the contract.
- Once on site, damage or loss of equipment is responsibility of customer. Replacement value is based on Seating Solutions retail sale pricing of equipment plus any added costs associated with expediting manufacturing or purchasing material for replacement equipment. The equipment replacement value for the material outlined in this contract is 12 times the cost of this contract.
- It is the responsibility of customer to return equipment in the same state that it was received by customer. Any returned equipment with ties, tape, labels, stickers or requiring cleaning do to personal garbage, food spills, etc. will be cleaned at our warehouse and billed back to customer at \$100.00 per man/per hour.
- Any non-compliance with or late payment of any scheduled payments due will result in the immediate acceleration of the full contract and total contract price will be due immediately.
- It is the responsibility of customer to supply any parking permits & parking spaces for delivery & installation crew vehicles.
- Financial terms must be met or no trucks will be unloaded until all monies due on delivery are resolved. Waiting time will be billed at \$100.00 per man/per hour.
- Delivery times must be met. If access to dock or unload location is delayed, you will be charged \$100.00 per man/per hour.
- Any delay in access or scheduled installation times can increase time to completion of project and therefore may incur a fee.
- Delivery does not include stairways or elevator usage. Pricing is based on ground floor and any carry time or transport time will be billed additionally. Should we require the use an elevator or stairs, it is the responsibility of customer to notify us in writing of exact specific interior dimensions of the elevator and any additional obstacles (narrow corridors, tight turns, distance to area for installation, etc.). Unless noted in this contract, all time associated with loading in and out of elevator and carry time to installation site will be billed additionally.
- Price based on installation area being free of obstacles & clear for crews to do work outlined in this contract.
- Any resulting delays or additional costs incurred due to on site reconfiguration of equipment or delay in scheduled start will result in additional charges.
- Installation & removal times will take place between the hrs of 8:30am-5:00pm Monday thru Friday unless stated in writing in this contract. Any days/times outside of the above stated will be charged at an overtime rate of \$150.00 per man hour.
- It is the purchaser's responsibility to provide adequate restroom access for assembly personnel.
- Final safety inspection will only be conducted if payment terms have been met. Certificate of Occupancy which certifies approved assembly must be received by the purchaser from Seating Solutions prior to occupancy. Without final safety inspection by Seating Solutions, any and all liability on RI Inc. d/b/a Seating Solutions under this contract is null and void.
- A Foreman is assigned to your project to run our employees on the job site. Foremen cannot guarantee completion times. Any factual concerns, project adjustments/alterations, etc. should be discussed & communicated directly with your sales person in the office.
- If you purchase seat/aisle numbering from Seating Solutions you must provide a manifest that we will create the order off of. Seating Solutions will provide a drawing only. The seat manifest is to be completed by the customer/ticket company. This service is not included in the seat numbering. If you require Seating Solutions to perform this service additional fees will apply.
- Any controversy or claim arising out of this contract shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing is to be held in the County of Suffolk, NY. If RI, Inc. d/b/a Seating Solutions retains an attorney to collect money due under this contract, it is entitled to its reasonable attorney's fees & costs/expenses.
- Please be sure you have fully read and agree to all terms in this contract. We want your project to run smoothly and we assure you we will meet our commitment. It is equally important that your site is as you inform us. Please contact Seating Solutions with any questions.
- All storage racks are to be left on site to facilitate a fast removal. Racks will be stored underneath seating system (if space allows) or in a designated area specified by customer in close proximity to the installation area. If racks should need to be removed off premise mandated by customer, additional charges may apply.

INITIALS

BleaChair.com

SEATINGSOLUTIONS.COM

DreamSeat.com

XZIPP.COM

60 Austin Blvd. Commack, NY 11725 Office: (631) 845 0449 Fax: (631) 845 0470



SEATING SOLUTIONS

Because you can't stand forever

Contract Amount: \$825,304.00 + tax

Contract Terms:

Season One: 50% Deposit (\$104,127.00 + tax) due by July 20, 2018. Balance (\$104,127.00 + tax) due on Delivery

Season Two: Balance Payment (\$154,262.50 + tax) due by July 20, 2019.

Season Three: Balance Payment (\$154,262.50 + tax) due by July 20, 2020.

Season Four: Balance Payment (\$154,262.50 + tax) due by July 20, 2021.

Season Five: Balance Payment (\$154,262.50 + tax) due by July 20, 2022.

Contract amount is subject to applicable tax unless tax exempt or resale certificate is provided.

Please initial the following clause:

Should for any reason prevailing wage and union labor become mandatory on this project, you "customer" agree to pay any additional cost incurred. _____

I would like Seating Solutions to obtain an Insurance certificate naming _____ as the certificate Holder.

Please list any other companies as additionally insured if required.

Initial whether you accept or decline. Accept _____ Decline _____

Seating Solutions reserves the right to condition delivery, fabrication, and completion upon the buyer's compliance with all financial terms in this agreement. Buyer expressly acknowledges that its failure to comply with all financial terms in this agreement automatically relieves Seating Solutions of any obligation to comply with any schedule or substantial completion deadlines set forth in this agreement.

The Customer grants Seating Solutions and its assignees and successors, the right to take photographic images of the installation process before, during and after, and its contents or any part of it or them ("the Images"), and copy, publish, display and use the images in all forms of media including composite or modified representations throughout the world for the full term of copyright. The Customer confirms that the images may be used without inspection or further consent or approval by the Customer of the finished product or the use to which it may be applied and without the Customer inspecting any text that is used in conjunction with the images. The Customer represents that he/she is the authorized representative of the installation to be photographed and its contents and has full right and authority to solely enter into this agreement.

Please note that we have put a hold on the inventory required for this project. If contract and deposit is not received by the due date, the hold will be removed on the inventory and our pricing will be subject to an increase depending on the new inventory levels at that time. Product availability is not guaranteed until order is placed.

Authorized Signature of Acceptance

Date of Acceptance

Print Name

Title

INITIALS



**SEATING
SOLUTIONS**

Because you can't stand forever

Accounts Payable Billing/Invoicing Information

Company Name

Contact Name

Street Address

E-mail Address

Suite / Apt #

Phone Number

City, State, Zip

Fax Number

INITIALS

BleaChair.com

SEATINGSOLUTIONS.COM

DreamSeat.com

XZIPIT.COM

60 Austin Blvd. Commack, NY 11725 Office: (631) 845 0449 Fax: (631) 845 0470



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

July 24, 2018

RE: Bid No: 18-74 Lease of Seating System & Installation of Permanent Grandstand at St. Augustine Amphitheatre

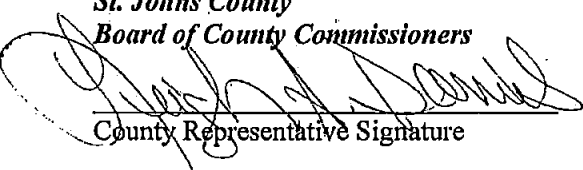
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of Intent to Award a contract to RI of New York, dba Seating Solutions as the responsible, responsive bidder for Bid No: 18-74 Lease of Seating & Installation of Permanent Grandstand at St. Augustine Amphitheatre. This notice will remain posted **St. Johns County Purchasing Department bulletin board** until 1:00 PM, Friday, July 27, 2018.

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 the attention, Travis Hembree, Procurement Coordinator in the Purchasing Department at thembree@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 7/24/18

Leigh A. Daniels, CPPB, Procurement Supervisor
Name & Title (Printed)



ST. JOHNS COUNTY
PURCHASING DEPARTMENT

500 San Sebastian View
St. Augustine, Florida 32084

INTEROFFICE MEMORANDUM

TO: Gabe Pellicer, Assistant General Manager, St. Augustine Amphitheatre
FROM: Travis Hembree, Procurement Coordinator
SUBJECT: Department Approval for Bid No. 18-74, Lease of Seating System and Installation of Permanent Grandstand for St. Augustine Amphitheatre
DATE: July 11, 2018

Attached is a copy of the technical proposal review summary 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 7/19/2018

Budget Amount \$224,754.00

Account Funding Title CATIS Admin Spec. Uses

Funding Charge Code 1148-53120

Award to RF of NY, dba Seating Solutions

Award Amount \$224,754.00

1st year Paid by TDC
2nd year Paid by CED
3rd year Paid by CED
4th year Paid by CED
5th year Paid by CED

**ST. JOHNS COUNTY
BID TABULATION**

LD
LEIGH DANIELS
TRAVIS HEMBREE

BID TITLE LEASE OF SEATING & INSTALLATION OF PERMANENT GRANDSTAND FOR ST. AUGUSTINE AMPHITHEATRE

BID NUMBER 18-74

OPENING DATE/TIME July 11, 2018 2:00 PM

POSTING DATE/TIME FROM 07/11/18 3:00 PM UNTIL 07/16/18 3:00 PM

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
TABULATED BY
VERIFIED BY

BIDDERS	ANNUAL LEASE PRICE	TOTAL LEASE PRICE	ABILITY TO DELIVERY & INSTALL BY SEPTEMBER 1, 2018.	ALTERNATE # 1 : INSTALLATION OF PERMANENT GRANDSTAND	PURCHASE OPTION YEAR 1 PURCHASE PRICE	PURCHASE OPTION YEAR 2 PURCHASE PRICE	PURCHASE OPTION YEAR 3 PURCHASE PRICE
DANT CLAYTON CORP.	No Bid	No Bid	No	\$155,020.00	NA	NA	NA
RI IND. D/B/A SEATING SOLUTIONS	Year1- \$208,254.00 Year2- \$154,262.50 Year3- \$154,262.50 Year4- \$154,262.50 Year5- \$154,262.50	\$825,304.00	Yes	\$975,000.00	\$897,868.75	\$820,737.50	\$743,606.25

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**

LD
TH

BID TITLE LEASE OF SEATING & INSTALLATION OF PERMANENT
GRANDSTAND FOR 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

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
TRAVIS HEMBREE

BID NUMBER 18-74

OPENING DATE/TIME July 11, 2018 2:00 PM

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.

PAGE(S) 1 of 1

POSTING DATE/TIME FROM 07/11/18 3:00 PM UNTIL 07/16/18 3:00 PM

BIDDERS	PURCHASE OPTION YEAR 4 PURCHASE PRICE	PURCHASE OPTION YEAR 5 PURCHASE PRICE	LEASE PAYMENTS APPLIED TO PRINCIPLE	BIND BOND	ADDENDUM # 1		
DANT CLAYTON CORP.	NA	NA	NA	Yes	Yes		
RI IND. D/B/A SEATING SOLUTIONS	\$666,475.00	\$589,343.75	50%	Yes	Yes		

BID AWARD DATE - _____

BID NO: 18-74

★ Copy ★

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: LEASE OF SEATING SYSTEM & INSTALLATION OF PERMANENT GRANDSTAND
FOR ST. AUGUSTINE AMPITHEATRE

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

DATE SUBMITTED: 7/9/18

BID PROPOSAL OF

RI of New York, Inc d/b/a Seating Solutions

Full Legal Company Name

1205 S. Shamock Ave, Landrum, SC 29356 631-845-0449 631-845-0470
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-74; Lease of Bleachers for St. Augustine Amphitheatre in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, and supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

ANNUAL LEASE PRICE: The annual lease price shall include any and all costs, fees, or charges associated with the lease of the bleachers, as specified herein. year 1: \$208,254.00 + tax (September 1 install timeline)

\$ year 2-5: \$154,262.50 + tax

Year 1: two hundred and eight thousand, two hundred and fifty four ⁰⁰/₁₀₀ + tax

Year 2-5: one hundred and fifty four thousand, two hundred and sixty two ⁵⁰/₁₀₀ + tax / 100 Dollars

Annual Lease Price (Amount in Words)

TOTAL LEASE PRICE: The Total Lease Price shall be the Annual Lease Price multiplied by five (5) calendar years.

\$ \$825,304.00 + tax September 1st install

Total Lease Price (Amount in Numerals)

eight hundred and twenty five thousand three hundred and four and ⁰⁰/₁₀₀ + tax / 100 Dollars

Total Lease Price (Amount in Words)

ABILITY TO DELIVERY & INSTALL BY SEPTEMBER 1, 2018:

YES NO

Bidders shall indicate above their ability to have all equipment delivered and installed at the St. Augustine Amphitheatre by or before September 1, 2018. This shall be used in the County's consideration for award.

ALTERNATE #1: INSTALLATION OF PERMANENT GRAND STAND: Lump Sum price for installation of permanent grand stand, in accordance with the specifications provided herein. This price shall be considered separate from the lease payments, and may or may not be awarded by the County. * purchase of grandstand quoted above * rental style

\$ 975,000.00 + tax

Lump Sum Price (Amount in Numerals)

\$ nine hundred and seventy five thousand and ⁰⁰/₁₀₀ + tax / 100 Dollars

Lump Sum Price (Amount in Words)

Bidders shall insert amounts in all areas provided for pricing. Any submitted bid that does not include one of the components for pricing, may be deemed nonresponsive to the requirements of this Bid, and may be removed from consideration for award.

Any discrepancy between amounts written in numerals and amounts written in words shall be determined by the amounts written in words.

BID NO: 18-74

OFFICIAL COUNTY BID FORM (continued)
ST. JOHNS COUNTY, FLORIDA

PROJECT: LEASE OF SEATING SYSTEM & INSTALLATION OF PERMANENT GRANDSTAND
FOR ST. AUGUSTINE AMPITHEATRE

PURCHASE OPTION: The County shall have the option to purchase the leased equipment at any time during the term of the lease agreement. Bidders shall insert a proposed purchase price for each year, to be used if the County elects to purchase the leased equipment during the specified year of the term of the lease agreement. This amount shall not include the deduction of the portion of lease payments that shall be applied to the principle costs prior to the purchase of the equipment.

Year 1 Purchase Price: \$ 897,868.75 (+)tax

Year 2 Purchase Price: \$ 820,737.50 + tax

Year 3 Purchase Price: \$ 743,606.25 + tax

Year 4 Purchase Price: \$ 666,475.00 + tax

Year 5 Purchase Price: \$ 589,343.75 + tax

LEASE PAYMENTS APPLIED TO PRINCIPLE: Bidders shall insert a proposed percentage of each lease payment, paid by the County that shall be applied to the principle costs of the purchase price of the leased equipment, in the event the County elects to make the purchase. The percentage shall be deducted from the total purchase price of the equipment to calculate the actual cost to the County for the purchase.

50 %

Percentage of lease payments that shall be applied to principle cost of purchase price.

BID NO: 18-74

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

No.: 18-74 Date Received: 6/21/18

No.: N/A Date Received:

No.: N/A 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 five thousand dollars (\$5,000.00), payable to the County, accompanies this Bid; that the ~~amount is not to be construed as a penalty~~, but as liquidated damages which said County 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 County, 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: RF of New York, Inc. d/b/a Seating Solutions (Seal)

By:  Scott Suprina CEO
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 1205 S. Shamrock Ave Landrum, SC 29356

Telephone No.: (631) 845-0449 Fax No.: (631) 845-0449

Email Address for Authorized Company Representative: ssuprina@seatingsolutions.com
Federal I.D. Tax Number: 113301457 DUNS #: _____
(if applicable)

INDIVIDUAL

Name: N/A
(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" – Bidder's Proposed Lease Agreement
 - Attachment "H" – Design of Proposed Bleacher System
 - Attachment "I" – Bidder's Proposed Maintenance Plan
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", 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: 18-74

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

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

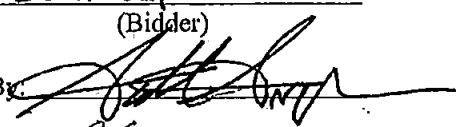
At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

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 7/10/2018 who being duly sworn, deposes and says he is CEO (Title) of the firm of RL Inc. of NY dba Seating Solutions Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 18-74, Lease of Seating System & Installation of Permanent Grandstand for 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.

Scott Suprina
(Bidder)
By: 
CEO
(Title)

Sworn and subscribed to me this 9 day
of July, 2018.

Notary Public:
Cameron Pulliam
Signature
Cameron Pulliam
Printed

CAMERON PULLIAM
Notary Public, State of South Carolina
My Commission Expires 8/8/2026

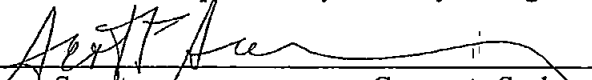
My commission Expires: 8/8/2026

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

Bid No.: 18-74

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, Scott Suprina, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Cashiers Check who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.


Secretary _____ Corporate Seal _____

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the and that he has been authorized by Scott Suprina Cashiers Check to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this 9 day of July, 2018, A.D.

CAMERON PULLIAM
Notary Public, State of South Carolina
My Commission Expires 8/8/2028

NOTARY PUBLIC
~~State of Florida at large~~

Cameron Pulliam
Cam Pulli

My Commission Expires: 8/8/2026

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

Bid No: 18-74

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
Business License	F13000005384	Secretary of State	12/31/18
↑ attached			

State of Florida

Department of State

I certify from the records of this office that RI OF NEW YORK, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 4, 2013.

The document number of this corporation is F13000005384.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on February 2, 2018, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of July, 2018*



Ken DeJoy
Secretary of State

Tracking Number: CU9067704833

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

BID NO.: 18-74

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

Project: **Bid No: 18-74; Lease of Seating System & Installation of Permanent for 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:

Scott Frank Suprina

Authorized Representative(s) :

Scott F. Suprina
Signature

Scott Suprina/CEO
Print Name/Title

Signature

Print Name/Title

BID NO: 18-74

ATTACHMENT "F"
CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

** attached **



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2018

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).

PRODUCER CWS Insurance P.O.Box 1988 Spartanburg SC 29304		CONTACT NAME: Stephanie Sparks PHONE (A/C, No, Ext): (864) 583-1451 FAX (A/C, No): (864) 585-6450 E-MAIL ADDRESS: stephanie@cwsinsurance.com															
INSURED RI, Inc., DBA: Sealing Solutions Mailing Address PO Box 10 Landrum, SC 29356		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Corp.</td> <td>23035</td> </tr> <tr> <td>INSURER B: The First Liberty Ins/Co</td> <td>33588</td> </tr> <tr> <td>INSURER C: Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER D: Ohio Cas Group</td> <td>24074</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Liberty Mutual Corp.	23035	INSURER B: The First Liberty Ins/Co	33588	INSURER C: Liberty Mutual Fire Insurance Company	23035	INSURER D: Ohio Cas Group	24074	INSURER E:		INSURER F:	
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INSURER D: Ohio Cas Group	24074																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 18-19 UMB Master **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			TB2-Z51-291752-048	03/07/2018	03/07/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS6-Z51-291752-038	03/07/2018	03/07/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TH7-Z51-291752-068	05/26/2018	03/07/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2-Z51-291752-018	03/07/2018	03/07/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Per Conveyanc/\$150,000 Limit 250,000 Deduct/1,000 Ded \$5,000
D	Cargo Leased/Rented Equipment			BMO57406657	03/07/2018	03/07/2019	

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

CERTIFICATE HOLDER <For Informational Purposes Only>	CANCELLATION 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>Stephanie Sparks</i>

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BID NO: 18-74

ATTACHMENT "G"
BIDDER'S PROPOSED LEASE AGREEMENT

Bidders shall submit the proposed Lease Agreement to be considered by the County for use as the binding document. The County reserves the right to make any edits necessary to protect and serve the best interest of the County, or to utilize a County form for the Lease Agreement. The proposed Lease Agreement shall include any and all forms that are associated with the agreement, and any and all forms that will require signature by a County Representative.

** see attached behind*



SEATING SOLUTIONS

Because you can't stand forever

Seating Solutions
60 Austin Blvd
Commack NY, 11725
(631) 845-0449

Contract Date: 7/9/18
Salesperson: Scott Suprina

Sold To:

Please Provide Bill To Address

St. Augustine Amphitheatre Additional Seating

Ship To:

St. Augustine Amphitheatre

1340C A1A S, St. Augustine, FL 32080

Based on the drawing dated 3-14-18, Seating Solutions is pleased to offer you the following five (5) season rental contract. Pricing below is based on a five season, non-cancellable, agreement. Pricing based on all seating staying in place and erected for the duration of the contract.

Seating Systems A/B:

Utilizing Seating Solutions Ultimate Flip Up Style Seating:

Units to feature Ultimate Seating System with clear span substructure the back 16' of each unit. Each of the two units to be elevated ~4' from grade level and built using a 30" tread depth per row and 12" rise per row. Each unit will feature entry/exit stairs on both ends. Each unit is fully code compliant featuring mid aisle hand rails, contrasting mid step nosing, and picket perimeter railing.

No ADA provisions

Unit A: ~312 Flip Seats

Unit B: ~312 Flip Seats

Total A&B Seat Count: 624 Flip Up Seats

Price Includes delivery, installation, and final removal after season five.

Total Five (5) Season Rental Price: \$825,304.00 + tax

*Price Includes Stamped Engineered Drawings

*Permitting by others

*Any concrete work required by others

Terms:

Season One: 50% Deposit (\$104,127.00 + tax) due by July 20, 2018. Balance (\$104,127.00 + tax) due on Delivery

Season Two: Balance Payment (\$154,262.50 + tax) due by July 20, 2019.

Season Three: Balance Payment (\$154,262.50 + tax) due by July 20, 2020.

Season Four: Balance Payment (\$154,262.50 + tax) due by July 20, 2021.

Season Five: Balance Payment (\$154,262.50 + tax) due by July 20, 2022.

Please initial if you are tax exempt _____ Tax Exempt ID # _____

Appropriate sales tax will be added to the above amount unless a tax exempt form is provided.

This contract does not include permit applications or permitting. If required additional charges will apply.

INITIALS

BleaChair.com

SEATINGSOLUTIONS.COM

DreamSeat.com

XZIPIT.COM

60 Austin Blvd, Commack, NY 11725

Office: (631)-845 0449 Fax: (631) 845 0470



SEATING SOLUTIONS

Because you can't stand forever

INSTALLATION TERMS & CONDITIONS

All orders are subject to approval of terms by our Credit Department prior to acceptance

- All measurements are approximate.
- It is the responsibility of the customer to obtain any permits necessary for the delivery & installation of the contents in this contract. Price does not include any permits or bonds required.
- Upon pull of the rental products from inventory, the total rental on contract is due. No cancellations or revisions to the contract will be accepted. Cancellations and changes will only be at the discretion of Seating Solutions.
- Seating Solutions uses in-house, trained seating system installers on our projects.
- Our installers are not affiliated with any national labor organization. Should prevailing wage be required on this project, Seating Solutions must be notified in writing with a minimum of 2 weeks prior to the start of the project. At that point the labor costs will be recalculated and added to the contract accordingly.
- In the event of cancellation for any reason, there will be a minimum charge of 50% of the entire contract amount plus any costs incurred, including but not limited to, inventory re-stocking, pre-assembly, loading, unloading, cancellation of trucking, special freight, engineer, special order items, drafting, etc.
- Configuration of installation is based on approved drawings. Once drawings have been approved by client, any changes to drawings will result in a 3% re-design fee and additional costs associated with inventory changes from what has already been reserved.
- Percentage of payments in terms is based on total contract amount.
- Pricing is based on dates & times agreed to in this contract. Any variation will result in additional charges. Any changes to installation, removal dates and/or times should be provided no later than fourteen (14) days prior to such agreed dates. Any resulting expenses will be added to the contract & due as per the terms of the contract.
- Once on site, damage or loss of equipment is responsibility of customer. Replacement value is based on Seating Solutions retail sale pricing of equipment plus any added costs associated with expediting manufacturing or purchasing material for replacement equipment. The equipment replacement value for the material outlined in this contract is 12 times the cost of this contract.
- It is the responsibility of customer to return equipment in the same state that it was received by customer. Any returned equipment with ties, tape, labels, stickers or requiring cleaning do to personal garbage, food spills, etc. will be cleaned at our warehouse and billed back to customer at \$100.00 per man/per hour.
- Any non-compliance with or late payment of any scheduled payments due will result in the immediate acceleration of the full contract and total contract price will be due immediately.
- It is the responsibility of customer to supply any parking permits & parking spaces for delivery & installation crew vehicles.
- Financial terms must be met or no trucks will be unloaded until all monies due on delivery are resolved. Waiting time will be billed at \$100.00 per man/per hour.
- Delivery times must be met. If access to dock or unload location is delayed, you will be charged \$100.00 per man/per hour.
- Any delay in access or scheduled installation times can increase time to completion of project and therefore may incur a fee.
- Delivery does not include stairways or elevator usage. Pricing is based on ground floor and any carry time or transport time will be billed additionally. Should we require the use an elevator or stairs, it is the responsibility of customer to notify us in writing of exact specific interior dimensions of the elevator and any additional obstacles (narrow corridors, tight turns, distance to area for installation, etc.). Unless noted in this contract, all time associated with loading in and out of elevator and carry time to installation site will be billed additionally.
- Price based on installation area being free of obstacles & clear for crews to do work outlined in this contract.
- Any resulting delays or additional costs incurred due to on site reconfiguration of equipment or delay in scheduled start will result in additional charges.
- Installation & removal times will take place between the hrs of 8:30am-5:00pm Monday thru Friday unless stated in writing in this contract. Any days/times outside of the above stated will be charged at an overtime rate of \$150.00 per man hour.
- It is the purchaser's responsibility to provide adequate restroom access for assembly personnel.
- Final safety inspection will only be conducted if payment terms have been met. Certificate of Occupancy which certifies approved assembly must be received by the purchaser from Seating Solutions prior to occupancy. Without final safety inspection by Seating Solutions, any and all liability on RI Inc. d/b/a Seating Solutions under this contract is null and void.
- A Foreman is assigned to your project to run our employees on the job site. Foremen cannot guarantee completion times. Any factual concerns, project adjustments/alterations, etc. should be discussed & communicated directly with your sales person in the office.
- If you purchase seat/aisle numbering from Seating Solutions you must provide a manifest that we will create the order off of. Seating Solutions will provide a drawing only. The seat manifest is to be completed by the customer/ticket company. This service is not included in the seat numbering. If you require Seating Solutions to perform this service additional fees will apply.
- Any controversy or claim arising out of this contract shall be settled in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration hearing is to be held in the County of Suffolk, NY. If RI, Inc. d/b/a Seating Solutions retains an attorney to collect money due under this contract, it is entitled to its reasonable attorney's fees & costs/expenses.
- Please be sure you have fully read and agree to all terms in this contract. We want your project to run smoothly and we assure you we will meet our commitment. It is equally important that your site is as you inform us. Please contact Seating Solutions with any questions.
- All storage racks are to be left on site to facilitate a fast removal. Racks will be stored underneath seating system (if space allows) or in a designated area specified by customer in close proximity to the installation area. If racks should need to be removed off premise mandated by customer, additional charges may apply.

INITIALS

BleaChair.com

SEATINGSOLUTIONS.COM

DreamSeat.com

XZIPIT.COM

60 Austin Blvd. Commack, NY 11725 Office: (631) 845 0449 Fax: (631) 845 0470



SEATING SOLUTIONS

Because you can't stand forever

Contract Amount: \$825,304.00 + tax

Contract Terms:

Season One: 50% Deposit (\$104,127.00 + tax) due by July 20, 2018. Balance (\$104,127.00 + tax) due on Delivery

Season Two: Balance Payment (\$154,262.50 + tax) due by July 20, 2019.

Season Three: Balance Payment (\$154,262.50 + tax) due by July 20, 2020.

Season Four: Balance Payment (\$154,262.50 + tax) due by July 20, 2021.

Season Five: Balance Payment (\$154,262.50 + tax) due by July 20, 2022.

Contract amount is subject to applicable tax unless tax exempt or resale certificate is provided.

Please initial the following clause:

Should for any reason prevailing wage and union labor become mandatory on this project, you "customer" agree to pay any additional cost incurred. _____

I would like Seating Solutions to obtain an insurance certificate naming _____ as the certificate holder.

Please list any other companies as additionally insured if required.

Initial whether you accept or decline. Accept _____ Decline _____

Seating Solutions reserves the right to condition delivery, fabrication, and completion upon the buyer's compliance with all financial terms in this agreement. Buyer expressly acknowledges that its failure to comply with all financial terms in this agreement automatically relieves Seating Solutions of any obligation to comply with any schedule or substantial completion deadlines set forth in this agreement.

The Customer grants Seating Solutions and its assignees and successors, the right to take photographic images of the installation process before, during and after, and its contents or any part of it or them ("the images"), and copy, publish, display and use the images in all forms of media including composite or modified representations throughout the world for the full term of copyright. The Customer confirms that the images may be used without inspection or further consent or approval by the Customer of the finished product or the use to which it may be applied and without the Customer inspecting any text that is used in conjunction with the images. The Customer represents that he/she is the authorized representative of the installation to be photographed and its contents and has full right and authority to solely enter into this agreement.

Please note that we have put a hold on the inventory required for this project. If contract and deposit is not received by the due date, the hold will be removed on the inventory and our pricing will be subject to an increase depending on the new inventory levels at that time. Product availability is not guaranteed until order is placed.

Authorized Signature of Acceptance

Date of Acceptance

Print Name

Title

INITIALS

BleaChair.com

SEATINGSOLUTIONS.COM

DreamSeat.com

XZIPIT.COM



SEATING SOLUTIONS

Because you can't stand forever

Accounts Payable Billing/Invoicing Information

Company Name

Contact Name

Street Address

E-mail Address

Suite / Apt #

Phone Number

City, State, Zip

Fax Number

INITIALS

BID NO: 18-74

ATTACHMENT "H"
DESIGN OF BIDDER'S PROPOSED BLEACHER SYSTEM

Bidders shall submit design drawings and/or schematics of the proposed bleacher system to be reviewed for equality against the basis of design and specifications.

* attached *

BID NO: 18-74

ATTACHMENT "I"
BIDDER'S PROPOSED MAINTENANCE PLAN

Bidders shall submit the proposed maintenance plan to ensure the performance and quality of the leased equipment throughout the duration of the lease. The maintenance plan shall remain in effect throughout the duration of the lease. The cost of the maintenance plan must be incorporated into the annual lease prices proposed herein.

Seating Solutions to provide an annual maintenance check. Before the start of each season, seating solutions to provide a lead foreman and necessary crew to check & inspect the leased equipment to certify it is in good condition. Upon completion of inspection Seating Solutions will provide ~~annual~~ annual certificate stating seating system is safe for ~~the~~ usage.

BID NO: 18-74

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Scott Supina as Principal, and as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of Dollars (\$5,000.00 cashiers check) 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 July 9, 2018.

For

Lease of Seating System & Installation of Permanent Grandstand for 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 9, July A.D., 2018, 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.

** provided cashiers check **

BID NO.: 18-74

WITNESSES:

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

WITNESSES:

Scott Suprina

PRINCIPAL:

RI Inc of New York dba Seating Solutions

NAME OF FIRM:

[Signature]

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

CEO

TITLE

1205 S. Shamrock Ave

BUSINESS ADDRESS

Landrum

CITY

SC

STATE

SURETY:

Scott Suprina

CORPORATE SURETY

WITNESS:

Cristie Suprina

ATTORNEY-IN-FACT (AFFIX SEAL)

1205 S. SHAMROCK Ave

BUSINESS ADDRESS

Landrum

CITY

SC 29356

STATE

CWS INSURANCE Agency
NAME OF LOCAL INSURANCE AGENCY

0068251 11-24
Office AU # 1210(8)

CASHIER'S CHECK

6825101218

Remitter: CRISTIE LYN SUPRINA
Operator I.D.: u421100 u421100

July 09, 2018

PAY TO THE ORDER OF ***BOARD OF COUNTY COMMISSIONERS OF ***
***ST. JOHNS COUNTY ***

\$5,000.00

Five thousand dollars and no cents

Payee Address:
Memo:
WELLS FARGO BANK, N.A.
401 E RUTHERFORD ST
LANDRUM, SC 29356
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 5,000.00
Richard Levy
CONTROLLER

⑈6825101218⑈ ⑆121000248⑆4861 009074⑈

Security Features include: (1) Security Features



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

June 21, 2018

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 18-74, Lease of Seating System & Installation of Permanent Grandstand for St. Augustine Amphitheatre

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return one (1) original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, 500 San Sebastian View; St. Augustine, FL 32084.**

Clarification/Revision:

1. The provided As-Built Survey is hereby removed from the bid documents, and is replaced by the Topographic Survey dated 6/19/18.

Attachments:

1. Topographic Survey dated 6/19/18 is attached to this Addendum, and is hereby incorporated into the bid documents. The PDF and autocad (.dwg) files shall be uploaded to Demandstar for bidders' use in submitting a bid proposal.

Acknowledgment

Signature and Date

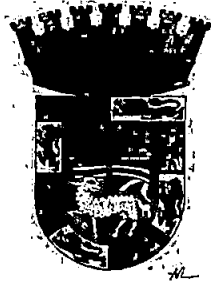
Printed Name/Title

Company Name (Print)

Sincerely,

Travis Hembree
Procurement Coordinator

END OF ADDENDUM NO. 1



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

BID NO: 18-74

**LEASE OF SEATING SYSTEM & INSTALLATION OF PERMANENT
GRANDSTAND FOR ST. AUGUSTINE AMPHITHEATRE**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
904.209.0150
www.sicfl.us/Purchasing/index.aspx**

FINAL: 06/18/18

Bid No: 18-74; Lease of Seating System & Installation of Permanent Grandstand for St. Augustine Amphitheatre

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders
Instruction to Bidders
Official County Bid Form
Attachments:

- 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" – Bidder's Proposed Lease Agreement
- Attachment "H" – Design of Proposed Bleacher System
- Attachment "I" – Bidder's Proposed Maintenance Plan
- Bid Bond

SPECIFICATIONS

SEATING LAYOUT DRAWING – Separate Attachment

AS-BUILT SURVEY – Separate Attachment

BID NO: 18-74

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, July 11, 2018 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 18-74; Lease of Seating System & Installation of Permanent Grandstand for 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.

St. Johns County is soliciting Bids from qualified vendors to lease two (2) seating systems, and installation of a permanent grandstand at the St. Augustine Amphitheater, located at 1340C A1A S., St. Augustine, FL 32080. The seating systems must be installed and ready to use by or before September 01, 2018. Seating system must be in accordance with the specifications provided herein, or equivalent, which must be submitted for review and approval by the County prior to bid submittal.

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. Bidders must have a local business tax receipt for St. Johns County.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 18-74. 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/OpenBids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from the Designated Point of Contact provided herein.

Site Visit

There will be a **Non-Mandatory Site Visit** on Wednesday, June 27, 2018 at 9:30 AM at the St. Augustine Amphitheater, 1340C A1A S., St. Augustine FL 32080, with a site visit immediately following. Attendance is strongly recommended, but is not required at the Site Visit in order to be eligible to submit a bid for this project.

Any and all questions or requests for information related to this Request for Qualifications must be submitted **in writing** by or before five o'clock (5:00PM) EDST, on Thursday, June 28, 2018, to the Designated Point of Contact provided below:

Designated Point of Contact: Travis Hembree
Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Email: thembree@sjcfl.us

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager, at jlocklear@sjcfl.us.

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.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or 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.

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: 18-74; Lease of Seating System & Installation of Permanent Grandstand for 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 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.

NON-MANDATORY SITE VISIT

There will be a **Non-Mandatory** Site Visit on Wednesday, June 27, 2018 at 9:30 AM at the St. Augustine Amphitheater, 1340C A1A S., St. Augustine FL 32080. Attendance is strongly recommended, but is not required at the Site Visit in order to be eligible to submit a bid for this project.

DESIGNATED POINT OF CONTACT

The Designated Point of Contact for this Bid is Travis Hembree, Procurement Coordinate, St. Johns County Purchasing Department; thembree@sjcfl.us.

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager, at jlocklear@sjcfl.us.

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 Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

QUESTIONS

Any and all questions related to this project shall be submitted, *in writing*, to the Designated Point of Contact as provided above, by or before five o'clock (5:00PM) EDST on **Thursday, June 28, 2018**, 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 shall be 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.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **triplicate (one (1) original and two (2) copies)** on the required forms provided herein by or before 2:00pm on Wednesday, July 11, 2018. 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 entire Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed on page 18 of this Document.

Bid proposals must be placed in a sealed envelope and 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: 18-74; Lease of Seating System & Installation of Permanent Grandstand for 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
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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.

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. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

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, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid 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 Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

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

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.

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 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 thousand dollars (\$5,000.00), 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.

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.

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, based upon the total lease price and purchase 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.

MINIMUM QUALIFICATION OF CONTRACTORS

Bidders must be licensed to do business in the State of Florida, and possess a Local Business Tax Receipt for St. Johns County, FL. Bidders must not have been under contract that was terminated by the County "for cause" within the past calendar year.

Each Bidder must complete Attachment "C" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above.

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 a Lease Agreement form provided by the County 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 Lease 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 Lease Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor.

CONTRACT AGREEMENT AND TERM

If awarded, the term of the Lease shall be in effect for a period of five (5) calendar years, providing satisfactory performance has been maintained by the Contractor, availability of funding, mutual agreement by both parties. The County is under no obligation to exercise any available renewal. Renewal under this contract is optional to the County.

OPTION TO PURCHASE

St. Johns County shall have the option-to-purchase the leased Equipment at any point during the initial term, or the renewal term of the Lease for the price as stated on the Bid Form, or as negotiated between the County and the Contractor. If the County elects to purchase the leased equipment, all lease payments that have been remitted to the Contractor to that point shall be applied either in whole, or in part, against the principle amount remaining due for the purchase price.

If leased equipment is purchased by the County, the Lease Agreement shall be terminated, and the Contractor shall have no further responsibility for the materials and equipment purchased. The County is not obligated to purchase the leased equipment from the Contractor, and reserves the right to continue the lease through the initial and renewal terms as necessary to best serve the interest of 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 Lease Agreement unless amended and mutually agreed upon by both parties.

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, 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, 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.

INVOICING

The Contractor shall submit one (1) invoice to St. Johns County Cultural Events Department once each year, starting at the beginning of the lease agreement. The date of the invoice shall not exceed thirty (30) calendar days from the beginning date of the lease. Failure to submit invoices in the prescribed manner may delay payment.

Payment Terms: Net 45 Days per 218.74 (b) Florida Statutes

At a minimum, all invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number

- Total Price of Invoice
- Description of Services Performed

All invoices shall be submitted to: St. Johns County Cultural Events
ATTN: Gabe Pellicer
1340C A1A South
St. Augustine, FL 32080.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law, and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for 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: 18-74

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

**PROJECT: LEASE OF SEATING SYSTEM & INSTALLATION OF PERMANENT GRANDSTAND
FOR ST. AUGUSTINE AMPITHEATRE**

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 project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 18-74; Lease of Bleachers for St. Augustine Amphitheatre in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, and supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

ANNUAL LEASE PRICE: The annual lease price shall include any and all costs, fees, or charges associated with the lease of the bleachers, as specified herein.

\$ _____
Annual Lease Price (Amount in Numerals)

/100 Dollars

Annual Lease Price (Amount in Words)

TOTAL LEASE PRICE: The Total Lease Price shall be the Annual Lease Price multiplied by five (5) calendar years.

\$ _____
Total Lease Price (Amount in Numerals)

/100 Dollars

Total Lease Price (Amount in Words)

ABILITY TO DELIVERY & INSTALL BY SEPTEMBER 1, 2018:

YES / NO

Bidders shall indicate above their ability to have all equipment delivered and installed at the St. Augustine Amphitheatre by or before September 1, 2018. This shall be used in the County's consideration for award.

ALTERNATE #1: INSTALLATION OF PERMANENT GRAND STAND: Lump Sum price for installation of permanent grand stand, in accordance with the specifications provided herein. This price shall be considered separate from the lease payments, and may or may not be awarded by the County.

\$ _____
Lump Sum Price (Amount in Numerals)

/ 100 Dollars

\$ _____
Lump Sum Price (Amount in Words)

Bidders shall insert amounts in all areas provided for pricing. Any submitted bid that does not include one of the components for pricing, may be deemed nonresponsive to the requirements of this Bid, and may be removed from consideration for award.

Any discrepancy between amounts written in numerals and amounts written in words shall be determined by the amounts written in words.

BID NO: 18-74

OFFICIAL COUNTY BID FORM (continued)
ST. JOHNS COUNTY, FLORIDA

PROJECT: LEASE OF SEATING SYSTEM & INSTALLATION OF PERMANENT GRANDSTAND
FOR ST. AUGUSTINE AMPITHEATRE

PURCHASE OPTION: The County shall have the option to purchase the leased equipment at any time during the term of the lease agreement. Bidders shall insert a proposed purchase price for each year, to be used if the County elects to purchase the leased equipment during the specified year of the term of the lease agreement. This amount shall not include the deduction of the portion of lease payments that shall be applied to the principle costs prior to the purchase of the equipment.

Year 1 Purchase Price: \$ _____

Year 2 Purchase Price: \$ _____

Year 3 Purchase Price: \$ _____

Year 4 Purchase Price: \$ _____

Year 5 Purchase Price: \$ _____

LEASE PAYMENTS APPLIED TO PRINCIPLE: Bidders shall insert a proposed percentage of each lease payment, paid by the County that shall be applied to the principle costs of the purchase price of the leased equipment, in the event the County elects to make the purchase. The percentage shall be deducted from the total purchase price of the equipment to calculate the actual cost to the County for the purchase.

_____ %
Percentage of lease payments that shall be applied to principle cost of purchase price.

BID NO: 18-74

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 five thousand dollars (\$5,000.00), payable to the County, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said County 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 County, 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" – Bidder's Proposed Lease Agreement
 - Attachment "H" – Design of Proposed Bleacher System
 - Attachment "I" – Bidder's Proposed Maintenance Plan
 - Bid Bond Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", 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: 18-74

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: 18-74, Lease of Seating System & Installation of Permanent Grandstand for 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: _____

(Title)

Sworn and subscribed to me this _____ day
of _____, 20____.
Notary Public: _____
Signature _____
Printed _____
My commission Expires: _____

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

Bid No.: 18-74

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-In-Fact, for the and that he has been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of St. Johns County, Florida.

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

Bid No: 18-74

ATTACHMENT "D"
LIST OF PROPOSED SUBCONTRACTORS/ VENDOR EQUIPMENT

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.: 18-74

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

Project: **Bid No: 18-74; Lease of Seating System & Installation of Permanent for 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: 18-74

**ATTACHMENT "F"
CERTIFICATE OF INSURANCE**

INSERT CERTIFICATE OF INSURANCE HERE

BID NO: 18-74

ATTACHMENT "G"
BIDDER'S PROPOSED LEASE AGREEMENT

Bidders shall submit the proposed Lease Agreement to be considered by the County for use as the binding document. The County reserves the right to make any edits necessary to protect and serve the best interest of the County, or to utilize a County form for the Lease Agreement. The proposed Lease Agreement shall include any and all forms that are associated with the agreement, and any and all forms that will require signature by a County Representative.

BID NO: 18-74

ATTACHMENT "H"
DESIGN OF BIDDER'S PROPOSED BLEACHER SYSTEM

Bidders shall submit design drawings and/or schematics of the proposed bleacher system to be reviewed for equality against the basis of design and specifications.

BID NO: 18-74

ATTACHMENT "I"
BIDDER'S PROPOSED MAINTENANCE PLAN

Bidders shall submit the proposed maintenance plan to ensure the performance and quality of the leased equipment throughout the duration of the lease. The maintenance plan shall remain in effect throughout the duration of the lease. The cost of the maintenance plan must be incorporated into the annual lease prices proposed herein.

BID NO: 18-74

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

Lease of Seating System & Installation of Permanent Grandstand for 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.: 18-74

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: 18-74; Lease of Seating System & Installation of Permanent Grandstand for St. Augustine Amphitheater

MINIMUM SPECIFICATIONS

PART 1 – GENERAL

SCOPE OF WORK

Provide labor, materials, equipment, engineering, installation and maintenance of new custom aluminum seating system in accordance with the following specifications.

A. Minimum Specifications

Project must comply with the following minimum requirements:

1. Provide drawings for proposed seating system per plan view and sectional view drawings.
2. The overall length of seating system shall be as per approved architectural drawings.
3. The number of rows shall be as per approved architectural drawings.
4. Height of front walkway from grade shall be as per approved architectural drawings.
5. Anodized aluminum front enclosure panel to within 2" of grade at the front of stand to include field side of landings and stairs
6. Width of front walkway to be as per approved architectural drawings.
7. The rise per row shall be as per approved architectural drawings.
8. The depth per row shall be as per approved architectural drawings.
9. Net seating capacity shall be as per approved architectural drawings.
10. The riser shall be structurally connected to the decking system panel every 12" longitudinal with ¼" diameter structural grade rivet, or as specified by the manufacturer to ensure structural soundness.
11. There shall be no gaps or cavities between the riser portion of the decking system and any supports or attachments.
12. Aluminum extrusions using alloy 6063-T6 and 6061-T6.
13. Understructure members shall be constructed using square tube and aluminum angle extrusions. Vertical columns should have a dimension of 2" x 2" and a minimum wall thickness of 1/8" on all columns except the terminal column which should be 3" x 2", or as specified by the manufacturer. The footboard supports and bases angles should be 2" x 1.1/2" x 3/16" aluminum angle, or as specified by the manufacturer. All diagonal bracing should be 1.1/2" x 1.1/2" x 3/16" aluminum angle, or as specified by the manufacturer.
14. All mating connections to create the understructure framing system shall be welded connections and shall be welded on all sides.
15. All welded connections shall be by certified aluminum welders
16. All understructure frames shall be treated after fabrication by a system that employs a commercial cleansing and rinse procedure.
17. Aisle and Egress stairs shall have a ½" overlap, or as specified by the manufacturer.
18. At locations where platforms meet end to end a beveled four-inch-wide aluminum threshold extrusion shall be provided to cover the walking surface.
19. Seat support system shall be universally adjustable to any location on the vertical plane of the decking system.
20. All seat support, aisle step supports, aisle handrails and risers shall be installed from the topside of the decking system. There shall be no through bolting of these items through the riser system.
21. Guardrail system shall be constructed with all-aluminum support posts and railings with black vinyl coated chain-link fencing.
22. Seating system manufacture must have a written quality control program for manufacturing, shipping and installation.
23. Walking surface shall be fluted non-skid and slip resistant.
24. Contrasting interlocking nosing at all step and stair locations.

SYSTEM PERFORMANCE REQUIREMENTS

- A. General: Provide a complete, custom seating system mutually dependent components and assemblies that form a custom system capable of withstanding structural and other loads, thermally induced movement, and exposure to weather without failure. Include primary and secondary framing, decking system, seating, handrails /guardrails, press box and accessories complying with requirements indicated, including those in this section.
- B. Structural Performance: Provide seating system capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Design Loads / Structural – Framing Members
 - a. Dead Loading: 6 PSF for understructure
 - b. Live Loads: 100 PSF for understructure
2. Design Loads / Decking System
 - a. Dead Loading: 6 PSF for decking, platforms, stairs
 - b. Live Loads: 100 PSF for decking, platforms, stairs
 - c. Deflection Limits: engineer assemblies to withstand design loads with deflections no greater than the following:
 - i. Decking, platforms, stairs: vertical deflection of $L/360$
 - ii. Sway loads of 24 PLF per row parallel to seat and 10 PLF per row perpendicular to seat run.
3. Design Loads / Handrail / Guardrail
 - a. 100 PLF Vertical
 - b. 50 PLF applied in any direction
 - c. 200 LB Concentrated load any direction
 - d. 50 PSF fencing and infill

SUBMITTALS

- A. Shop Drawings: Contractors must provide to County for approval, and must include construction details, material descriptions, dimensions of individual components and profiles, layout point loads, member sizes, method of installation, design live and dead loads of seating sections, method of fastening to foundation, heights of associated guard rails and hand rails, and finishes for each type of the following grandstand system components:
 1. Foundations:
 - a. System anchored via ballast with ground connection utilized
 2. Structural framing:
 - a. Primary and secondary framing including but not limited to the following:
 - I. Vertical & Horizontal Members
 - II. Bracing
 - III. Connecting hardware
 3. Decking System:
 - a. Decking Platforms
 - b. Risers
 - c. Supports for Seats
 - d. Aisle Steps
 - e. Aisle Handrails
 - f. Egress Stairs
 - g. Hardware
 4. Seating
 5. Handrails / Guardrails

QUALITY ASSURANCE

- A. Erector Qualifications: An experienced erector who has specialized in installing seating system similar in material, design, and extent to that indicated for this Project.
- B. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installation of seating systems that are similar to those indicated for this Project in material, design and extent. All approval drawings shall bear the seal of a registered professional engineer in the state of installation.
- C. Quality Control: Manufacturer's written quality control for manufacturing, shipping and installation shall be submitted prior to award of contract.
- D. Standards and Guidelines: Comply with the provisions of the following codes, specifications and standards, latest editions, except as otherwise noted or specified:
 - a. Aluminum Association of American
 - b. American Welding society (AWS)

- c. International Building Code (IBC)
- E. Site visitation: Bidder shall visit the job site prior to the bid date. At the time of visitation, bidder must verify site conditions.

DELIVERY, STORAGE AND HANDLING

- A. Package all items for protection during transportation and handling.
- B. Do not store items on the job site in contact with other materials that might cause staining, denting or other surface damage.
- C. All materials, parts, and equipment shall remain the responsibility of the Contractor until completion of installation.

WARRANTY

- A. All products shall carry, after proper erection, and under normal use for the type of structure a four (4) year warranty against all defects in materials and workmanship.

PART 2 – PRODUCT

MANUFACTURER

Structural Aluminum Framing Members, Clear span truss system and Aluminum Decking System

CONCRETE FOUNDATIONS

- A. Foundations shall be ballast design on frame

UNDERSTRUCTURE:

- A. The substructure of the system shall consist of a series of aluminum frames spaced at intervals of no more than 6'-0" and joined by means of aluminum sway braces.
- B. Each stringer shall consist of vertical members, adequate diagonal braces, and horizontal members welded to form the proper rise per row and proper back to back spacing between seat rows.
- C. All welded connections shall be by certified aluminum welders, and all mating parts shall be welded on all sides to assure adequate strength.
- D. Vertical members shall be constructed on 2 3/4" x 2" x 3/4" square tube aluminum for all columns except the terminal column which should be 2 3/4" x 7" square tube aluminum, alloy 6061-T6, mill finish.
- E. Horizontal members shall be constructed of 2" x 1.5" x 3/16" aluminum angle, alloy 6061-T6, mill finish.
- F. Sway braces shall be constructed of 1 3/4" x 1 3/4" aluminum angle, alloy 6061-T6, mill finish

DECKING SYSTEM:

- A. Decking System Platforms shall consist of extrusions laid side by side to form the tread width. These individual extrusions are then clamped and factory fixture welded. The treads shall be welded in a single pass with .0035 diameter 4043 welding wire, using argon gas. This method will result in a rigid, positively joined tread. Individual tread lengths shall be a maximum length of 37'-6", or as specified by the manufacturer, with the actual length designed to create the minimum number of expansion seams. Decking shall be attached to the supporting aluminum tube understructure by means of concealed aluminum clips, galvanized bolts, washers and nuts.
- B. Platforms shall have a minimum aluminum wall thickness of .078" and aluminum shall be alloy 6063-T6.
- C. Walking surface shall be fluted non-skid and slip resistant.
- D. The rear portion of the platform will turn ninety degrees vertical to accept the next row of decking platforms. The front portion of the platform shall be complete with a female front edge to allow for a positive male / female connection of a vertical riser.
- E. At locations where platforms meet end to end a beveled four-inch-wide aluminum threshold extrusion shall be provide to cover the walking surface. Threshold shall be beveled on both sides so as not to create a trip hazard and must have a fluted surface to prevent slipping. Threshold must comply with specified deflection criteria and once installed must allow for expansion and contraction.
- F. All seams shall be waterproofed to run water off front and sides of seating system
- G. Decking System Riser
 - 1. The decking system riser shall be extruded aluminum; alloy 6063-T6 with a 204 R1 anodized clear finish.

2. This extrusion shall have a male ridge running continuous at the upper leading edge to interlock with the front portion of the decking system panel.
3. The riser shall be structurally connected to the decking system panel every 12" longitudinal with ¼" diameter structural grade rivet.
4. There shall be no gaps or cavities between the riser portion of the decking system and any supports or attachments.

H. Decking System Seat Supports

1. The decking system seat support shall be of extruded aluminum angle.
2. Once installed, seat supports shall have no noticeable gaps between the decking system riser and support.
3. Seat support system shall be universally adjustable to any location on vertical plane of decking system.

I. Decking System Aisle Handrails

1. The decking system aisle handrails shall be 1-5/8" schedule 40 anodized aluminum pipe.
2. Handrails shall have a center line handrail and the spacing between rails shall not be less than 22" or more than 36". Handrails shall be discontinuous and shall not span more than five rows of seating.

J. Decking System Egress Stairs

1. The decking system egress stair stringers are to be constructed of 7 x 3" tube, alloy 6061-T6. Tread supports to be welded to 8" member to totally cap the end of the 2" x 12" stair tread against the channel web. Or as specified by the manufacturer.
2. Walking surface of tread shall be complete with female front edge to allow for positive male / female connection of the riser closure. All risers to be fastened to the rear tail of the stair tread with ¼" diameter structural grade rivet.
3. Stair tread nosing to be anodized black. Nosing shall have no external fasteners.
4. Stair grab rail to be constructed of 1-5/8" schedule 40 anodized aluminum pipe with no fittings at transition from sloped system to grade.

K. Decking System Hardware

1. All bolts, washers and nuts shall be galvanized.
2. End caps shall be of a heavy duty, clamping, aluminum channel design fastened to the ends of extrusions with aluminum rivets. End caps shall close all end openings of extrusions and shall be a full-length piece and match in both color and finish the extrusion to which they attach.
3. All riser fasteners shall be structural ¼" diameter structural grade rivet.

SEATING

A. Stadium Style Flip Up Seat

1. Steel framed seat units with a rugged spring operated tip up mechanism are fixed to the deck units and are locked onto the decks with a hidden locking bolt. The seat units when not in use are designed so that they nest intimately together to provide extremely compact storage. Seat back and bottom are to be high UV rated for protection from sun and plastic molded.

HANDRAILS / GUARDRAILS

- A. The top rail shall be all aluminum and 42" minimum above the nearest seat on the sides and rear, and 42" above the tread on the front walkway.
- B. Handrails on stairs shall be 34" above the leading most edge of the stair tread.
- C. Picket style rail panel. Chain link is not acceptable
- D. Handrails shall be provided at all walking areas and shall extend 1-1/2" from guardrail material. Standoff shall be extruded aluminum, alloy 6061-T6
- E. Handrails shall have internal sleeves for splice purposes and finished rail shall be continuous and shall not exceed 1-5/8" diameter, or as specified by the manufacturer.

PART 3 – EXECUTION

EXAMINATION

Before erection proceeds, certified seating system installer will survey elevations and locations of concrete pads or runners to verify compliance with requirements and seating system manufacturer's tolerances.

ERECTION

- A. Erect seating system according to manufacturer's written instructions and erection drawings.
- B. Do not field cut, drill or alter structural members without written approval from seating system manufacturer's professional engineer.
- C. Set structural framing in locations as indicated.
- D. Any and all site work necessary to ensure proper installation, including, but not limited to, pouring concrete pads or slabs is included in this scope of work.

CLEANING AND PROTECTION

- A. Clean all metal surfaces promptly after installation of work.
- B. Exercise care to avoid damage to protective coatings and finishes.
- C. Remove all excess construction material and dispose of all debris.

MAINTENANCE

Any and all maintenance on the installed equipment shall be the responsibility of the Contractor for the duration of the lease agreement, in order to keep all installed equipment in good working condition with all components functioning in a safe manner.

PART 4 – INSTALLATION OF PERMANENT GRANDSTAND

SCOPE OF WORK

Provide labor, materials, equipment, engineering, and installation to provide a new permanent grandstand structure in accordance with the following specifications:

- A. Minimum acceptable criteria:
 1. All structural steel must be manufactured by an AISC certified structural steel manufacturer. Cross-bracing will be limited to bays and elevations as per architectural drawings.
 2. Interlocking decking systems are not an acceptable equal on this project.

SYSTEM PERFORMANCE REQUIREMENTS

- A. General: Provide a complete system of mutually dependent components and assemblies that form a grandstand system. The grandstand shall be designed to conform to structural and other load requirements, thermally induced movement, and exposure to weather without failure. All primary and secondary framing, decking system, seating, handrails /guardrails, and accessories shall comply with the requirements indicated, including those in this Article.
- B. Structural Performance: Provide grandstand system capable of withstanding the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 1. Design Loads / Structural – Framing Members
 - ii. Dead Loading: 6 PSF for understructure
 - iii. Live Loads: 100 PSF for understructure
 - iv. Deflection Limits: engineer assemblies to withstand design loads with deflections no greater than the following:
 1. Stringers: vertical deflection of L/240

SEATING

Seating in the permanent grandstand shall match the existing seating in place at the St. Augustine Amphitheatre, which is Centurion style seating from Irwin Seating, with the following specifications:

1. No. 130 Centurion Back
2. No. 45 Self-Rising Seat
3. No. 35 Cast Iron Aisle End Standard

4. No. 45 Cast Iron Chair Platform (riser-mounted preferred, but floor mounted may be accepted)
5. All necessary row letter and seat number plates per venue box office specifications
6. Color: Slate Green

SUBMITTALS

- A. Shop Drawings (After receipt of order): Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of the following grandstand system components as follows:
 1. Foundations:
 - a. Footings, foundations, reinforcement and anchor bolt setting plan
 - b. By manufacturer using ballast system
 2. Structural framing: All structural framing members shall have a permanent piece mark that shall correspond to the shop drawings and bill of material.
 3. Primary and secondary framing including but not limited to the following:
 - a. Columns
 - b. Beams
 - c. Stringers
 - d. Bracing
 - e. Connecting hardware
 4. Decking System consisting of welded treads, interlocking and overlapping risers as specified in decking system description of specifications:
 - a. Decking Platforms
 - b. Risers
 - c. Supports for Seats
 - d. Aisle Steps
 - e. Aisle Handrails
 - f. Egress Stairs
 - g. Hardware
 - h. Seating
 - i. Handrails / Guardrails

QUALITY ASSURANCE

- A. Concrete Installers Qualifications: An experienced installer who has completed concrete work similar in material, design and extent indicated for this project and whose work has resulted in construction of grandstands with a record of successful in-service performance. Concrete installer must be certified by grandstand manufacturer.
- B. Erector Qualifications: An experienced erector who has specialized in erecting and installing grandstands similar in material, design, to the extent indicated for this project and whose work has resulted in construction of grandstands with a record of successful in-service performance. Grandstand Erector must be certified by grandstand manufacturer.
- C. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installation of grandstand systems that are similar to those indicated for this Project in material, design and extent. All approval drawings shall bear the seal of a registered professional engineer in the state of installation.
- D. Quality Control: Manufacturer's written quality control for manufacturing, shipping and installation shall be submitted prior to award of contract.

APPROVED MANUFACTURERS

Structural Steel Framing Members and Aluminum High Traction Welded Decking System

- 1.) Seating Solutions (Basis of Design) 631-845-0449
- 2.) Alternative manufacturers or seating systems may be submitted to the County for approval through the bidding process.

CONCRETE FOUNDATIONS

- A. Foundations shall be ballast design.

STRUCTURAL – FRAMING MEMBERS

- A. Structural-Steel Shapes: ASTM A 992/A992M tensile yield strength, 345 MPa (Fy = 50 ksi); tensile ultimate strength, 450 MPa (Fu = 65 ksi)
- B. Steel Plate, Bar or Strip: ASTM A 36/A 36M,
- C. Steel Tubing or Pipe: ASTM A 500, Grade B
- D. High-Strength Bolts, Nuts and Washers: ASTM A 307 A (ASTM A307) hex carbon and alloy steel bolts, nuts and washers.
- E. Anchor Rods, Bolts, Nuts and Washers: As follows:
 - 1. Headed Bolts: ASTM A 307, Grade A carbon –steel, hex-head bolts and nuts.
- F. Finish: Minimum 2 oz. hot dipped galvanized in accordance with ASTM 123-A with minimum thickness of 3.3 mils.
- G. Horizontal Beams: Horizontal beams shall be wide flange units, supported on columns as required to transfer stadium loads to foundations.
- H. Vertical Columns: Columns shall be of structural square tube.
- I. Bracing: All transverse bays shall be free of cross bracing. Longitudinal bays shall be braced in alternate bays where possible. All bracing shall be 7/8" rod and shall be double-nutted at connection points through the columns.
- J. Stringers: Stringers shall be wide flange material with welded angle riser and tread supports.

CLEANING AND PROTECTION

- A. Clean all metal surfaces promptly after installation of work.
- B. Exercise care to avoid damage to protective coatings and finishes.
- C. Remove all excess construction material and dispose of all debris.

This is an above ground supported unibody seating system with understand access and usability.

Design drawings of bidders offer must be included with bid documents so a clear determination of equality to spec and durability can be confirmed.

SEALED BID MAILING LABEL

BID NO: 18-74; LEASE OF BLEACHERS FOR ST. AUGUSTINE AMPITHEATRE

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

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 18-74
BID TITLE:	Lease of Bleachers for St. Augustine Amphitheatre
DUE DATE/TIME:	By 2:00PM – July 11, 2018
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept! ATTN: Travis Hembree 500 San Sebastian View St St. Augustine FL 32084



END OF BID DOCUMENT