

RESOLUTION NO. 2020 - 141

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 20-28 AND TO EXECUTE AN AGREEMENT WITH TJ COMMUNICATIONS, FOR INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

RECITALS

WHEREAS, the County desires to enter into contract with TJ Communications, to perform installation, repair and maintenance of lighting & communication equipment services to SJC Rescue Apparatus; and

WHEREAS, the scope of the service includes providing all labor, materials, equipment and transportation necessary to install, maintain and repair all emergency response warning lighting, audible warning devices, and communication equipment on all SJC Fire Rescue fleet vehicles, in accordance with the specifications provided; and

WHEREAS, through the County's formal Bid process, TJ Communications was the responsive and responsible bidder to enter into a contract with the County to perform the work referenced above; and;

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

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 20-28 to TJ Communications, and to execute a contract for the services set forth therein.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 20-28.

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 21 day of April, 2020.

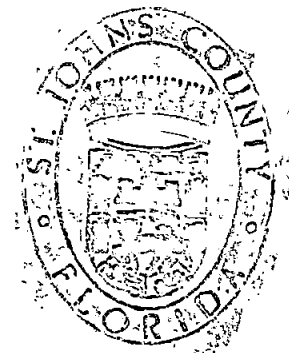
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Brandon Patry, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 4/23/20





CONTRACT AGREEMENT
BID NO: 20-28; Installation, Maintenance and Repair of Lighting & Communication
Equipment on SJC Rescue Apparatus
Master Contract #: 20-MCC-TJC-11942

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2020, by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **TJ Communications** ("Contractor"), authorized to do business in the State of Florida, with offices located at 1860 State Road 207, St. Augustine, FL, 32086; Phone: (904) 797-1620; Fax: (904) 794-5239; and Email: tjcomm@bellsouth.net.

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

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the Effective Date shall be in effect for a period of three (3) calendar years, and may be renewed in one (1) year increments, for a maximum of up to two (2) one-year renewals, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

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

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to install, maintain and repair all emergency response warning lighting; audible warning devices, and communication equipment on all SJC Fire Rescue fleet vehicles, as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 20-28 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Fire Rescue Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

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

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Vendor based upon the hourly Prices as submitted in the bid proposal, accepted by the County, and provided herein as Exhibit A. The maximum amount available as compensation to the Vendor under this Agreement shall not exceed the annual amount budgeted by St. Johns County unless additional funds become available, or are properly transferred, for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.

- C. The Vendor shall bill the County at the end of each month, for Services satisfactorily performed. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed. The County shall pay the Vendor, for Services satisfactorily performed, in accordance with the Prompt Payment Act, Chapter 218.74(2), Florida Statutes
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
 - St. Johns County Fire Rescue Department
 - Attn: Amy Land
 - 3657 Gaines Road
 - St Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 – ARREARS

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

ARTICLE 8 – TERMINATION

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

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

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

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

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

ARTICLE 11 – SUBCONTRACTING

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

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

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

ARTICLE 12 – FEDERAL AND STATE TAX

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

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

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

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

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

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

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

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

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

ARTICLE 15 - INDEMNIFICATION

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

ARTICLE 16 – SUCCESSORS AND ASSIGNS

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

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 18 – REMEDIES

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

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

ARTICLE 19 – CONFLICT OF INTEREST

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

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

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

ARTICLE 20 – EXCUSABLE DELAYS

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

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

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

ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 22 – INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

ARTICLE 24 – ACCESS AND AUDITS

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

ARTICLE 25 – NONDISCRIMINATION

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

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 27 – ENFORCEMENT COSTS

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

ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE 29 – AUTHORITY TO PRACTICE

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

ARTICLE 30 – SEVERABILITY

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

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

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

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

ARTICLE 32 – FLORIDA LAW & VENUE

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

ARTICLE 33 – ARBITRATION

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

ARTICLE 34 - NOTICES

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

St. Johns County Purchasing Department
Attn: Leigh Daniels, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

TJ Communications
Attn: Thomas Jones, Owner
1860 State Road 207
St Augustine, FL 32086

ARTICLE 35 – HEADINGS

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

ARTICLE 36 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us

ARTICLE 37 – USE OF COUNTY LOGO

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

ARTICLE 38 – SURVIVAL

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

ARTICLE 39 – AUTHORITY TO EXECUTE

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

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

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Leigh Daniels, CPPB, Assistant Purchasing Manager
Printed Name & Title County Representative

Company Name

Signature County Representative

Signature of Contractor Representative

Date of Execution

Printed Name & Title

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Date of Execution

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

**BID NO: 20-28; Installation, Maintenance and Repair of Lighting & Communication
Equipment on SJC Rescue Apparatus
Master Contract #: 20-MCC-TJC-11942**

ATTACHMENT "A"

Contractor shall perform all services on-site at one of eighteen (18) SJC Fire Rescue Facilities located in St Johns County. Work may be performed offsite with prior written approval from SJC Fire Rescue. Exact location of work being performed will be determined at time of service.

Unit Rates below include all applicable fees, surcharges, taxes and any other associated costs.

Unit	Rate
Hourly Rate	\$89.25
Mark Up – Parts (Not to exceed 15%)	+10%
Towing Charge – Flat Fee	\$375.00
One (1) Year Minimum Warranty Period on all Installed Equipment	



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

March 30, 2020

RE: Bid No: 20-28 Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus

Please be advised that the St. Johns County Purchasing Department is issuing this Notice of Intent to Award a contract to TJ Communications, as the lowest, responsive, responsible bidder for the completion of Bid No: 20-28 Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus. This notice will remain posted until 4:00PM, Thursday, April 2, 2020.

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 and execute a contract.

Please forward all questions or inquiries related to this project to Shelly Vongchanta, Procurement Coordinator, at svongchanta@sjcfl.us.

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


County Representative Signature

Date: 3/30/20

Leigh A. Daniels, CPPB
Assistant Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Chief Jeff Prevatt, Fire Rescue Chief
FROM: Shelly Vongchanta, Procurement Coordinator
SUBJECT: Bid No. 20-28; Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus
DATE: March 4, 2020

By signing below, the above referenced Project Manager acknowledges receipt of the final Bid Documents for the above project, and approves the advertisement of the Bid as it has been provided.

Approval: 

Date: March 11, 2020

Budget Amount: \$ 50,000

GL # and/or Project #: 1224/55200
0048/55200

ST JOHNS COUNTY

MAR 13 '20

PURCHASING

BID NO: 20-28

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING &
COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

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

DATE SUBMITTED: 3/3/2020

BID PROPOSAL OF

T. J. Communications

Full Legal Company Name

1860 State Road 207, St. Augustine, FL 32086 (904) 797-1620 (904) 794-5239

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: 20-28; Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

Hourly Rate \$ \$89.25

Mark Up – Parts +10% %
Not to exceed 15%

Towing Charge \$ \$375.00 (No other charges shall be invoiced to the County)
Flat Fee

Warranty Period on all Installed Equipment 1 Yr Min Days/Weeks/Months/Years

BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

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.

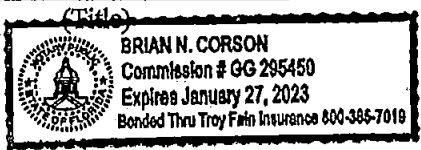
STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Thomas L Jones who being duly sworn, deposes and says he is Owner (Title) of the firm of T.J. Communications Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 20-28: Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus, in St. Johns County, Florida.

The affiant further states that no more that 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.

T.J. Communications
(Bidder)

By: [Signature]
Owner



Sworn and subscribed to me this 21 day
of February, 2020.

Notary Public: [Signature]
Signature
Brian N Corson
Printed

My commission Expires: 01/27/2023

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

BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

ATTACHMENT "D"

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project Number/Description: Bid No: 20-28; Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus

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:

T.J. Communications

Authorized Representative(s) :


Signature

Thomas L Jones Owner
Print Name/Title

Signature

Print Name/Title

**BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION
EQUIPMENT ON SJC RESCUE APPARATUS**

ATTACHMENT "E"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

Failure to submit proof of insurance coverage, or proof of ability to obtain coverage, prior to Contract may result in bidder being deemed non-responsive and removed from further consideration.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2020

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 Herble Wiles Insurance Inc. 400 N Ponce de Leon Blvd. St Augustine FL 32084-3067		CONTACT NAME: Operations Center PHONE (A/C, No, Ext): (904) 829-2201 FAX (A/C, No): (904) 829-2020 E-MAIL ADDRESS:	
INSURED Thomas L Jones, DBA: T J Communications 1860 State Road 207 St Augustine FL 32086		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance INSURER B: Auto Owners Insurance INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10190 18988


COVERAGES **CERTIFICATE NUMBER:** 19-20 Liability V1.0 **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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			78008662	07/31/2019	07/31/2020	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 Hired & Non-Owned Auto \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 19 <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4201287400	08/15/2019	08/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garage Liability /Garage Keepers			4201287404	07/31/2019	07/31/2020	General Aggregate \$1,000,000 Occurrence \$1,000,000 Garage Keepers \$40,000

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

CERTIFICATE HOLDER**CANCELLATION**

St. Johns County, a political subdivision of the St 500 San Sebastian View St. Augustine FL 32084	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 
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BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

ATTACHMENT "F"

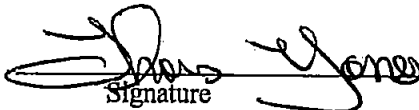
DRUG-FREE WORKPLACE FORM

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

T.J. Communications does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace; the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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


Signature

3/2/2020

Date

BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

ATTACHMENT "G"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No X If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No X If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No X If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

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

No.: 1 Date Received: 2/20/2020

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 Owner, 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 Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of \$2,000.00, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

February 20, 2020

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 20-28, Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus

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 shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Documents.

THE BID DUE DATE HAS BEEN EXTENED BY ONE WEEK WITH SEALED BIDS DUE BY MARCH 4, 2020 AT 2:00 P.M

Questions:

1. In an average month, how many service requests occur after normal working hours (M – F, 8am – 5pm)?

Answer: In the last year, no after-hour service requests were made.

2. What are the common manufacturer and parts utilized by SJCFR? Need to know in order to understand what "Loaner" parts may be required.

Answer: "Loaner" parts would be a siren controller or driver to keep a frontline unit in service. Whelen is the preferred brand.

3. Is the Contractor required to be an authorized manufacturer distributor or service center for the equipment utilized by SJCFR?

Answer: The Contractor must be authorized to perform warranty work for the equipment used.

4. Is a listing of vehicle year, make, and models that will be serviced available? This information is required in order to determine possible towing expenses.

Answer: A listing has been provided in the attached document.

THE BID DUE DATE HAS BEEN CHANGED TO MARCH 4, 2020 AT 2:00 P.M.

Acknowledgment

Sincerely,

 2/21/2020
Signature and Date

Shelly Vongchanta
Procurement Coordinator

Thomas L Jones Owner
Printed Name/Title

T.J. Communications
Company Name (Print)

END OF ADDENDUM NO. 1

ST. JOHN'S COUNTY FIRE/RESCUE VEHICLES

#	YEAR	MAKE	MODEL	#	YEAR	MAKE	MODEL	#	YEAR	MAKE	MODEL
STATION 1	1998	PENACE	CUSTOM DASH	STATION 11	2007	PENACE	CUSTOM ENFORCER	STATION 12	2003	PENACE	CUSTOM ENFORCER
	2004	PENACE	CUSTOM ENFORCER		2011	DOODER RAM	4500		2008	RAM	CARGO TRAILER
	1997	FORD	GA						2009	FORD	FL40
	2010	PENACE	ENFORCER	STATION 12	2017	DOODER	4500		2009	HALLMARK	ROCKWATER
					2010	MC-120	R		2011	FORD	F150
STATION 2	2003	PENACE	CUSTOM ENFORCER		2004	PENACE	QUANTUM		2011	FORD	TRAILER
	2007	PENACE	CUSTOM ENFORCER		2009	PENACE	CUSTOM ENFORCER		2011	RAM	TRAILER
	2014	PENACE	ENFORCER		2014	FORD	F150		2011	RAM	TRAILER
	2013	RAM	RAM		2010	RAM	RAM		2011	RAM	TRAILER
	2015	RAM	RAM	STATION 13	2001	MC-120	FRONTIER FL-40		2011	RAM	TRAILER
					2009	HALLMARK	ROCKWATER		2011	RAM	TRAILER
					2009	FORD	FL40		2011	RAM	TRAILER
					2008	MC-120	FRONTIER FL-40		2011	RAM	TRAILER
STATION 3	2003	PENACE	FRONTIER FL-40	STATION 13	2007	PENACE	CUSTOM ENFORCER		2011	RAM	TRAILER
	2004	PENACE	CUSTOM ENFORCER						2011	RAM	TRAILER
	2008	BUICK TRAILER	TRAILER	STATION 14	2010	DOODER	RAM		2011	FORD	F150
	2000	FORD	FL40		2011	EVAN	INTERNATIONAL		2011	FORD	F150
	2010	PENACE	FL40		2000	PENACE	FRONTIER FL-40		2011	FORD	F150
					2000	PENACE	CUSTOM ENFORCER		2011	FORD	F150
STATION 4	2007	QUANTUM	22 TAD TRAILER		2010	PENACE	CUSTOM ENFORCER		2011	FORD	F150
	2001	PENACE	INTERNATIONAL		2011	PENACE	ENFORCER		2011	FORD	F150
	2000	FORD	F150		2011	RAM	RAM		2011	FORD	F150
	1995		FRONTIER		2011	RAM	RAM		2011	FORD	F150
	2012	PENACE	ENFORCER	STATION 15	2001	PENACE	CUSTOM ENFORCER		2011	FORD	F150
					2011	PENACE	FL40		2011	FORD	F150
STATION 5	2011	PENACE	QUANTUM		2011	PENACE	INTERNATIONAL		2011	FORD	F150
	2009	FORD	FL40		2011	INTERNATIONAL	TRAILER		2011	FORD	F150
	2011	INTERNATIONAL	BUCKLE UP	STATION 16	2011	FRONTIER	FL40		2011	FORD	F150
					2011	DOODER	RAM		2011	FORD	F150
STATION 6	2009	PENACE	CUSTOM ENFORCER		2011	DOODER	RAM		2011	FORD	F150
	2009	INTERNATIONAL	FL40		2011	DOODER	RAM		2011	FORD	F150
	2011	PENACE	FL40		2011	DOODER	RAM		2011	FORD	F150
	2011	CHEVROLET	INTERNATIONAL		2011	DOODER	RAM		2011	FORD	F150
	2011	PENACE	CUSTOM ENFORCER		2011	DOODER	RAM		2011	FORD	F150
					2011	DOODER	RAM		2011	FORD	F150
STATION 7	2008	PENACE	CUSTOM ENFORCER	STATION 17	2007	INTERNATIONAL	4200DIA STAR		2011	FORD	F150
	2011	PENACE	CUSTOM ENFORCER		1993	AMERICAN	4500		2011	FORD	F150
	2011	FRONTIER	TRAILER		2008	PENACE	CUSTOM ENFORCER		2011	FORD	F150
					2008	PENACE	CUSTOM ENFORCER		2011	FORD	F150
STATION 8	2004	PENACE	INTERNATIONAL		2008	PENACE	CUSTOM ENFORCER		2011	FORD	F150
	2004	PENACE	CUSTOM ENFORCER	STATION 18	2010	DOODER	RAM		2011	FORD	F150
	2017	PENACE	QUANTUM		2010	PENACE	QUANTUM		2011	FORD	F150
	2010	DOODER	RAM		2010	CHEVROLET	RAMBLER		2011	FORD	F150
	1991	AMERICAN	4500		2009	CHEVROLET	TRAILER		2011	FORD	F150
	2008	FRONTIER	INTERNATIONAL		2011	RAM	RAM		2011	FORD	F150
	2017	FRONTIER	FL40		2011	RAM	RAM		2011	FORD	F150
					2011	RAM	RAM		2011	FORD	F150
STATION 9	2008	PENACE	CUSTOM ENFORCER		2011	RAM	RAM		2011	FORD	F150
	2008	CHEVROLET	INTERNATIONAL		2011	RAM	RAM		2011	FORD	F150
					2011	RAM	RAM		2011	FORD	F150
					2011	RAM	RAM		2011	FORD	F150
					2011	RAM	RAM		2011	FORD	F150
STATION 10	2002	CHRYSLER	UTILITY TRAILER		2011	RAM	RAM		2011	FORD	F150
	2000	FORD	FL40		2011	RAM	RAM		2011	FORD	F150
	2010	RAM	INTERNATIONAL		2011	RAM	RAM		2011	FORD	F150
	2011	PENACE	QUANTUM		2011	RAM	RAM		2011	FORD	F150



T.J. COMMUNICATIONS

February 20, 2020

Past Work Experience

- Clay County Sheriff's Office, Andy Eakin, 904 529-6365
Installation and Maintenance of Public Safety Radio and Communications Equipment
- Orange Park Police Department, Vickie Thode, 904 264-5555
Installation and Maintenance of Public Safety Radio and Communications Equipment
- Orange Park Fire Department, Chief Alvin Barker, 904 264-3411
Installation and Maintenance of Public Safety Radio and Communications Equipment,
AVL Equipment, Vehicle lighting and siren equipment
- City of Saint Augustine, Carl Masters, 904 669-2450
Installation and Maintenance of Public Safety Radio and Communications Equipment,
AVL Equipment, Vehicle lighting and siren equipment
- Saint Augustine Fire Department, Chris Pacetti, 904 825-1098
Installation and Maintenance of Public Safety Radio and Communications Equipment,
AVL Equipment, Vehicle lighting and siren equipment
- Clay County School District, John Ward, 904 336-6846
Installation and Maintenance of Public Safety Radio and Communications Equipment,
AVL Equipment, Vehicle lighting and siren equipment
- Clay County Public Safety, Chief David Motes 904 541-2778
Installation and Maintenance of Public Safety Radio and Communications Equipment,
AVL Equipment, Vehicle lighting and siren equipment
- Clay County MIS, Troy Nagle, 904 529-3771
Installation and Maintenance of Public Safety Radio and Communications Equipment,
AVL Equipment
- Saint Johns County Fire Rescue, Chief David Reams
Installation and Maintenance of Public Safety Radio and Communications Equipment,
AVL Equipment, Vehicle lighting and siren equipment
- Saint Johns County MIS, Bill Barrett, 904 827-6854
Installation and Maintenance of AVL Equipment
- Century Ambulance Service, Dudley Lee, 904 356-0835
Installation and Maintenance of Public Safety Radio and Communications Equipment,
AVL Equipment, Vehicle lighting and siren equipment

THIS DOCUMENT HAS A TRUE WATERMARK AND HOLOGRAM

OFFICIAL CHECK

ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



VyStar
Credit Union

Date: 03/02/20

5-709
110



Check No.

004484542

Notice to Purchaser:

As a condition to this institution's issuance of this check, in the event this check is lost, stolen or destroyed, a sworn affidavit and 90-day waiting period from the date of check issuance will be required prior to replacement of this check.

Pay ***TWO THOUSAND and 00/100***USDollars

\$2,000.00

004484542

DRAWER: VYSTAR CREDIT UNION

TO THE
ORDER
OF

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY
RE: T.J. COMMUNICATIONS

[Handwritten Signature]

Executive Vice President & CFO
Issued By MoneyGrant Payment Systems, Inc.
PO Box 9476 Minneapolis, MN 55480
Drawer: Boston Safe Deposit and Trust, Boston, MA

⑈004484542⑈

copy



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

BID NO: 20-28

**INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING
& COMMUNICATION EQUIPMENT ON SJC RESCUE
APPARATUS**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

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

Final: 2/4/20

Bid No: 20-28 Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus

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PROJECT SPECIFICATIONS

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BID NO: 20-28

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, February 26, 2020 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 20-28; Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from qualified vendors for the installation, maintenance and repair of all emergency response lighting and communication equipment for the SJC Fire Rescue Department. The awarded vendor shall be responsible for providing any and all materials, equipment, transportation, and labor necessary to install, maintain and repair warning lighting, audible warning devices and communication equipment on all SJC Emergency Rescue apparatus located at the facilities included in the bid in accordance with the specifications provided herein.

Prime Bidder must be fully licensed to do business in the State of Florida. Bidders must not have been under any contract that was terminated by the County "for cause" within the past calendar year.

Bidders should submit past work experience, as a Prime or Sub-contractor, in the past five (5) years, installs/repairs of similar type, size and dollar value of the work described herein.

Documents related to this bid may be obtained from Onvia DemandStar, Inc., at the following web address: www.demandstar.com by requesting St. Johns County Bid Document #20-28. 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.sjcf.us/Purchasing/OpenBids.aspx. Bid Documents may also be requested, *in writing*, from the St. Johns County Purchasing Designated Point of Contact, as provided below.

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact for this project, Shelly Vongchanta, Buyer, SJC Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084, via email to svongchanta@sjcfl.us. Questions must be submitted, *in writing*, no later than four o'clock (4:00PM) on Monday, February 17, 2020, 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.

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

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON PATTY, CLERK
BY: _____

Deputy Clerk

FRONT END BID DOCUMENTS

BID 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

INSTRUCTION TO BIDDERS

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

PROJECT: Bid No: 20-28; Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus

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 Owner 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, as stated in the 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 Owner, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner 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 Owner, to reach him at least **ten (10) 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 Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner 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 Owner at least **ten (10) 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 director's approval or disapproval of a proposed substitution shall be final.

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

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Shelly Vongchanta, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Ms. Vongchanta, *in writing*, via email at svongchanta@sjcfl.us. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above.

If the Designated Point of Contact provided above is absent or unavailable for three (3) business days, bidders may contact Leigh A. Daniels, Assistant Purchasing Manager at ldaniels@sjcfl.us.

Failure to comply with this requirement shall disqualify a bidder from consideration for award, as provided in St. Johns County Purchasing Code 304.6.5 as provided below:

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

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact, as provided above, no later than four o'clock (4:00PM) on Monday, February 17, 2020, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

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

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **TRIPPLICATE** (one (1) original and two (2) copies) on the required forms provided herein by or before **Wednesday, February 26, 2020 at 2:00PM EST**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in the top left hand corner and recite: : **"Bid No: 20-28; Installation, Maintenance and Repair of Lighting & Communication Equipment on Rescue Apparatus."**

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

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.

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

BID SECURITY

Each submitted 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 \$2,000.00, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the 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 Owner, 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 submitting a certified or cashier's check as the bid security are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein.

A Bid Security in the form of a Bid Bond 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 herein under "Surety Bond". 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 Owner 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.

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.

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 of five percent (5%) of the Bid as modified or resubmitted.

COSTS INCURRED BY BIDDERS

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

CONSIDERATION OF BIDS

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

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

It is the intent of the County to award a contract to the lowest responsive, responsible Bidder based on hourly rate, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

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.

QUALIFICATION OF CONTRACTORS

Prime Bidder must be fully licensed to do business in the State of Florida. Bidders must not have been under any contract that was terminated by the County "for cause" within the past calendar year.

Bidders should submit past work experience, as a Prime or Sub-contractor, in the past five (5) years, installs/repairs of similar type, size and dollar value of the work described herein.

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 "C", 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.

SURETY BOND

Acceptable Surety Companies: To be responsible to the Owner as Surety on Bonds, Surety shall comply with the following provisions:

1. Surety must be licensed to do business in the State of Florida;
2. Surety must have been in business and have a record of successful continuous operations for at least three (3) years;
3. Surety shall not have exposed itself to any loss on any one risk in an amount exceeding twenty percent (20%) of its surplus to policyholders;
4. Surety must have fulfilled all of its obligations on all other bonds given to the Owner;
5. Surety must have good underwriting, economic management, adequate reserves for undisclosed liabilities, and net resources for unusual stock and sound investment.

Unless otherwise specified in the Bid Documents, the bonds shall be written on the form provided herein. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney authorizing his firm to act as agent for the Surety in issuing the bonds.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Continuing Contract Agreement for Contractors.

INSURANCE

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

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

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

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

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

The Contractor shall be responsible for the deductible for the required insurance coverage. Such property insurance shall be maintained until final payment has been made. If the policy is terminated for any reason, notice should be provided to the owner within a minimum of thirty (30) consecutive calendar days by the carrier. The Owner, contractors and subcontractors waive their rights of subrogation against one another.

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

CONTRACT DURATION & EXTENSION

The initial contract term shall be for a period of three (3) calendar years, providing satisfactory performance has been maintained by the Contractor. The contract may be renewed in one (1) year increments, for a maximum of up to two (2) one-year renewals. These Contract renewals shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. St. Johns County, FL is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to St. Johns County, FL.

PRICING

The pricing under this Bid shall remain firm throughout the duration of the initial term of this Contract Agreement. No pricing increases will be permitted during the initial contract term. Price increases shall only be considered at the time Contract renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI and are approved by the SJC Purchasing Director/Manager or his designee. Should the requested price increase be considered excessive or determined not to be competitive for the services, St. Johns County, FL reserves the right to deny the requested price increase, or terminate the Contract Agreement. All prices shall remain firm for the period of each Contract renewal term.

METHOD OF PAYMENT

The Contractor shall submit invoices to the SJC Fire Rescue Department after completion of work performed. The date of the invoices shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to St. Johns County, FL in advance of the performance of services.

St. Johns County Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

Failure by the Contractor to submit invoices in the prescribed manner may delay payment.

Invoices shall be submitted as stated below:

SJC Fire Rescue Department
ATTN: Amy Land, Administrative Coordinator
3657 Gaines Road
St. Augustine, FL 32084

At a minimum, all invoices shall contain, at a minimum, 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
- Billable Labor Hours
- Cost of Parts
- Description of Services Performed
- Identification Number of Apparatus on which work was Performed
- Name of Personnel Performing Service
- Dates and Times of Work Start and Completion Date

The Contractor shall be required to submit any and all necessary backup documentation to verify statements made on all submitted invoices.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, 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.

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

TAXES

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

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 Requests 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: 20-28

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING &
COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

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: 20-28: Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

Hourly Rate \$ _____

Mark Up – Parts _____ %
Not to exceed 15%

Towing Charge \$ _____ (No other charges shall be invoiced to the County)
Flat Fee

Warranty Period on all Installed Equipment _____ Days/Weeks/Months/Years

BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

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 Owner, 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 Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of \$2,000.00, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

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

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

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

Submittal Requirements:

- Official County Bid Form
- "A" – St Johns County Board of County Commissioners Affidavit
- "B" – Certificate as to Corporate Principal
- "C" – List of Proposed Sub-Contractors/Suppliers
- "D" – Conflict of Interest Disclosure Form
- "E" – Proof of Insurance
- "F" – Drug Free Workplace Form
- "G" – Claims, Liens, Litigation History
- Bid Bond Form
- Fully Acknowledged Addenda Applicable to this bid

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

BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

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: 20-28; Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus, in St. Johns County, Florida.

The affiant further states that no more that 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: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

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 it's 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: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

ATTACHMENT "D"

**St. Johns County Board of County Commissioners
Conflict of Interest Disclosure Form**

Project Number/Description: Bid No: 20-28; Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus

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: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION
EQUIPMENT ON SJC RESCUE APPARATUS**

ATTACHMENT "E"

CERTIFICATE OF INSURANCE

INSERT CERTIFICATE OF INSURANCE HERE

Bidders shall attach a copy of their Insurance Coverages, which must comply with the requirements provided herein.

Failure to submit proof of insurance coverage, or proof of ability to obtain coverage, prior to Contract may result in bidder being deemed non-responsive and removed from further consideration.

**BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION
EQUIPMENT ON SJC RESCUE APPARATUS**

ATTACHMENT "F"

DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

ATTACHMENT "G"

CLAIMS, LIENS, LITIGATION HISTORY

(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration
Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____
Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes - _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

BID NO: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

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
INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS
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: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

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: 20-28 INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS

SCOPE OF WORK

The Contractor shall provide all labor, materials, equipment and transportation necessary to install, maintain and repair all emergency response warning lighting, audible warning devices, and communication equipment on all SJC Fire Rescue fleet vehicles. Services to include, but are not limited to: emergency response lighting installation and repair, siren/controller installation, equipment console installation, fire-com hearing protection/communication device installation, radio installation and/or repair, and mobile data terminal (MDT) installation and/or repair.

Work will be performed on-site at one of eighteen (18) Fire Rescue Facilities located in St Johns County. Work may be performed offsite with prior written approval from SJC Fire Rescue on occasion. Exact location of repair, maintenance or installation will be determined at time of service.

The Contractor shall assist with the design/build out of emergency lighting and audible warning devices on staff vehicles at no charge.

The Contractor will be responsible for providing a proposal for any equipment and labor for each install or repair prior to starting any work. Labor hours to be billed at a single rate specified on the bid proposal to include any and all types of labor, to include but not be limited to onsite labor hours, offsite labor hours and emergency labor hours. At the same specified rate, the contractor shall bill any maintenance resulting from equipment failure or malfunction requiring service.

All parts used for installing and repairing equipment shall be supplied by the Contractor and billed to the County at the specified percentage markup stated on this bid. Supplier invoices shall be made available to the County upon request.

The Contractor will also provide a log of all repairs performed on each apparatus at the completion of repairs/install and made available within 72 hours when requested. The log and invoice shall contain (at a minimum):

- Start time and date
- Completion time and date
- Billable labor hours
- County identification number of apparatus to which services were performed
- Service performed
- Parts used and cost of parts
- Name of personnel performing service
- Vehicle mileage

Log and invoices should be submitted to:

SJC Fire Rescue Department
ATTN: Amy Land, Administrative Coordinator
3657 Gaines Road
St. Augustine, FL 32084

St. Johns County payment terms are net 45 days per 218.74(2) Florida Statutes.

REQUIREMENTS:

Availability – Emergency Services in St. Johns County operates 24 hours a day, 365 days a year, without regard to weekends or holidays. As such, Contractor must be ready and available during normal working hours, 8:00 AM – 5:00 PM Mondays through Fridays. A designated contact email and phone number for emergency repairs after-hours shall be supplied to the Fire Rescue department from the Contractor, for a full state of readiness. All requests shall have no more than a maximum of a two (2) hour response time, on site at the specified location. Scheduling of all necessary repairs will be made through the designated number and email.

Mobile Service Requirements – All required servicing and maintenance will be conducted at Fire Rescue locations as specified herein. In the event that a repair requires services to be performed at a Service Center, Fire Rescue will accommodate the delivery of the apparatus to the Service Center. If Fire Rescue is unable to deliver the apparatus to the Service Center, Contractor is to arrange delivery of the apparatus to the Service Center at the specified towing rate on the bid proposal.

Warranty Certification – It is the responsibility of the Contractor to perform any warranty work, if such work should become necessary. "Loaner" parts may be used, if necessary, while warranty work is performed.

Warranty Period – Contractor shall warranty all labor performed. All labor shall be warranted for the specified period of time indicated on the bid proposal.

Repair Work Timeline – Any repair work done on an apparatus must be performed within 2 hours. If the service requires more than two (2) hours, Fire Rescue-Logistics must be notified so the unit can be taken out of service. If a unit must be taken to a Service Center, all attempts must be made to have the apparatus back in service within 5 working days. Written justification must be provided if 5 working days is not possible.

LOCATIONS:


- | | |
|-----------------------------------|---|
| 1. Fire Rescue Administration | 3657 Gaines Rd. St. Augustine, FL 32084 |
| 2. Fire Station 1 | 130 Canal Blvd. Ponte Vedra Beach, FL 32082 |
| 3. Fire Station 2 | 1120 Sheffield Rd. St. Johns, FL 32259 |
| 4. Fire Station 3 | 6010 State Road 13 N. St. Augustine, FL 32092 |
| 5. Fire Station 4 | 3400 County Road 208 St. Augustine, FL 32092 |
| 6. Fire Station 5 | 3370 U. S. 1 South St. Augustine, FL 32086 |
| 7. Fire Station 6 | 5865 A1A South St. Augustine, FL 32080 |
| 8. Fire Station 7 | 358 A1A Beach Blvd. St. Augustine, FL 32080 |
| 9. Fire Station 8 | 7985 Morrison Rd. Hastings, FL 32145 |
| 10. Fire Station 9 | 2998 A1A North Ponte Vedra Beach, FL 32082 |
| 11. Fire Station 10 | 155 Library Blvd. Ponte Vedra Beach, FL 32082 |
| 12. Fire Station 12 | 4505 Avenue A #B St. Augustine, FL 32095 |
| 13. Fire Station 14 | 1255 W. King St. St. Augustine, FL 32084 |
| 14. Fire Station 15 | 220 Pine Island Rd. St. Augustine, FL 32082 |
| 15. Fire Station 16 | 235 Murabella Pkwy. St. Augustine, FL 32092 |
| 16. Fire Station 17 | 10001 Cartwheel Bay, St. Johns, FL 32259 |
| 17. Fire Station 18 | 1055 Crosswater Pkwy. Ponte Vedra, FL 32081 |
| 18. Fire Station 19 (Spring 2020) | Veterans Pkwy, St. Johns, FL 32259 |

SEALED BID MAILING LABEL

**BID NO: 20-28
INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION
EQUIPMENT ON SJC RESCUE APPARATUS**

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

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 20-28
BID TITLE:	INSTALLATION, MAINTENANCE AND REPAIR OF LIGHTING & COMMUNICATION EQUIPMENT ON SJC RESCUE APPARATUS
DUE DATE/TIME:	By 2:00PM – February 26, 2020
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine, FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

February 20, 2020

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 20-28, Installation, Maintenance and Repair of Lighting & Communication Equipment on SJC Rescue Apparatus

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 shall include one (1) original and two (2) copies of each signed Addendum with the submitted bid proposal, as provided in the Bid Documents.

THE BID DUE DATE HAS BEEN EXTENDED BY ONE WEEK WITH SEALED BIDS DUE BY MARCH 4, 2020 AT 2:00 P.M

Questions:

1. In an average month, how many service requests occur after normal working hours (M – F, 8am – 5pm)?

Answer: In the last year, no after-hour service requests were made.

2. What are the common manufacturer and parts utilized by SJCFR? Need to know in order to understand what "Loaner" parts may be required.

Answer: "Loaner" parts would be a siren controller or driver to keep a frontline unit in service. Whelen is the preferred brand.

3. Is the Contractor required to be an authorized manufacturer distributor or service center for the equipment utilized by SJCFR?

Answer: The Contractor must be authorized to perform warranty work for the equipment used.

4. Is a listing of vehicle year, make, and models that will be serviced available? This information is required in order to determine possible towing expenses.

Answer: A listing has been provided in the attached document.

THE BID DUE DATE HAS BEEN CHANGED TO MARCH 4, 2020 AT 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Shelly Vongchanta
Procurement Coordinator

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1

ST. JOHNS COUNTY FIRE/RESCUE VEHICLES

#	YEAR	MAKE	MODEL	#	YEAR	MAKE	MODEL	#	YEAR	MAKE	MODEL
STATION 1	1992	PIERCE	CUSTOM DASH	STATION 11	2007	PIERCE	CUSTOM ENFORCER	LOGISTICA	2000	PIERCE	CUSTOM ENFORCER
	2004	PIERCE	CUSTOM ENFORCER		2013	DOODGE	RAM 4500		2018	RAM	CARGO TRAILER
	1987	FORD	EX						2007	FORD	F350
	2018	PIERCE	ENFORCER	STATION 12	2012	DOODGE	4500		2000	HALLMARK	RETAILER
					2010	MEVTEC	R		2001	FORD	F350
STATION 2	2008	PIERCE	CUSTOM ENFORCER		2017	PIERCE	QUANTUM		2015	FORD	TRAILER
	2007	PIERCE	CUSTOM ENFORCER		2006	PIERCE	CUSTOM ENFORCER		2005	GM	VAH
	2018	PIERCE	ENFORCER		2018	FORD	F250		2000	HELL & CURD	18 TAD
	2018	DOODGE	RAM		2013	GM	YUKON		2007	PIERCE	JAZZ
	2010	MEVTEC	FREIGHTLINER	2121	2003	MEVTEC	MASTER FREIGHTLINER FL-60		2018	FORD	F350
					2000	HALLMARK	RETAILER		2000	FORD	SERVICE TRUCK
STATION 3	2002	PIERCE	FREIGHTLINER FL-80	STATION 13	2002	PIERCE	CUSTOM COMPENDER		2000	MEVTEC	FREIGHTLINER FL-80
	2004	PIERCE	CUSTOM ENFORCER						2003	GM	PU
	2000	BURNEY TRAILER	36 Hx8	STATION 14	2018	DOODGE	RAM		2018	FORD	F150
	2000	FORD	F350		2013	RAM	INTERNATIONAL		2013	FORD	F150
	2013	PIERCE	IMPUL		2007	PIERCE	FREIGHTLINER FL-80		2013	FORD	F150
					2000	PIERCE	CUSTOM ENFORCER		2000	GM	PU
STATION 4	2007	QUADATOR	22 YAD TRAILER		2018	PIERCE	ENFORCER		2014	FORD	F150
	2000	PIERCE	KEWORTH 300		2015	GM	YUKON		2005	GM	PU
	2000	FORD	F350		2011	GM	YUKON		2014	F150	PU
	1988		ETHANWEL						1990	FREIGHTLINER	FL70
	2012	Pierce	Impul	STATION 15	2009	PIERCE	CUSTOM IMPUL		2000	FACE CARDO	PAGE 11 2071
STATION 5	2011	PIERCE	QUANTUM		2018	PIERCE	KEWORTH 300		2005	HALLMARK	UTILITY
	2008	FORD	F350		2013	INTERNATIONAL	TERRA STAR		2007	FORD	F150
	2018	FREIGHTLINER	SUPER CHEF 1						2018	FORD	F150
STATION 6	2009	PIERCE	CUSTOM DASH	STATION 16	2018	FREIGHTLINER	M2		2014	POLARIS	PU
	2002	FREIGHTLINER	M2		2018	VEIC	EVF		2007	FORD	EXPEDITION
	2004	PIERCE	DASH		2000	MEVTEC	INTERNATIONAL		2008	CHEVROLET	TANQUE
	2004	CHEVROLET	BURBANK		2010	PIERCE	CUSTOM IMPUL		2013	FORD	F150
	2003	PIERCE	CUSTOM ENFORCER						2013	FORD	F150
STATION 7	2004	PIERCE	CUSTOM ENFORCER	STATION 17	2018	INTERNATIONAL	480 DASH STAR		2009	FORD	F150 454
	2018	PIERCE	TERA STAR		1993	AMERICAN GEN	HUSA		2004	FORD	EXP GREG
					2008	PIERCE	CUSTOM ENFORCER		2003	CHEVROLET	2500 4x4
					2008	PIERCE	CUSTOM ENFORCER		2008	CHEVROLET	TRAILER
STATION 8	2008	PIERCE	KEWORTH 300						2014	FORD	F150
	2004	PIERCE	CUSTOM ENFORCER	STATION 18	2013	DOODGE	RAM 4500				
	2017	PIERCE	QUANTUM								
	2018	DOODGE	RAM 4500		2018	PIERCE	QUANTUM				
	1993	AMERICAN GEN	HUSA		2000	CHEVROLET	BURBANK				
	2004	MEVTEC	INTERNATIONAL		2013	CAROMATE	TRAILER				
	2017	FREIGHTLINER	M2		2011	FORD	F150				
					2018	FORD	F150				
STATION 9	2004	PIERCE	CUSTOM ENFORCER		2003	GM	PU				
	2005	CHEVROLET	BURBANK		2017	FORD	F150				
					2004	FORD	F150				
					2017	FORD	F150				
STATION 10	2007	CROSBLEY	UTILITY TRAILER		2007	FORD	F150				
	2001	PIERCE	IMPUL		2007	FORD	F150				
	2008	FORD	EXP GREG		2001	MEVTEC	MASTER FREIGHTLINER FL-60				
	2011	RAM	INTERNATIONAL		2007	FORD	F150				
	2011	PIERCE	QUANTUM								