

RESOLUTION NO. 2011 - 126

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 11-56 AND TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE MAINTENANCE AND REPAIRS TO ST. JOHNS COUNTY FIRE RESCUE FLEET

RECITALS

WHEREAS, the County desires to enter into a contract with Continental Auto/Truck Service Center, Inc. to provide services for the Maintenance and Repairs to St. Johns County Fire Rescue Fleet; and

WHEREAS, the scope of the service shall consist of routine inspections, preventative maintenance, and unscheduled maintenance repairs to specialized vehicles in the Fire Rescue Fleet; and

WHEREAS, through the County's formal request for proposal process, Continental Auto/Truck Service Center, Inc. was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the project is being funded as part of Fire District Fund; and

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

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award RFP No. 11-56 to Continental Auto/Truck Service Center, Inc. ("Continental").

Section 3. The County Administrator, or designee, is further authorized to negotiate with Continental, and if such negotiations are successful, to execute a Contract on behalf of the County for the Maintenance and Repairs of St. Johns County Fire Rescue Fleet as specifically provided in RFP No 11-56.

Section 4. In the event that such negotiations are unsuccessful, the County Administrator, or designee, is authorized to enter into negotiations with the next successively ranked, qualified firms until a contract for services is finalized.

Section 5. 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 17th day of May, 2011.

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

By: _____
Chair

ATTEST: Cheryl Strickland, Clerk

By: Amy Halterman
Deputy Clerk

RENDITION DATE 5/18/11





**MASTER CONTINUING CONTRACT
RFP: 11-56: Maintenance and Repairs to
St. Johns County Fire Rescue Fleet**

This Contract is made as of the _____ day of _____, 2011, by and between the **St. Johns County Florida**, by and through its Board of County Commissioners, **500 San Sebastian View, St. Augustine, FL 32084**, hereinafter referred to as the "**COUNTY**", and **Continental Auto/Truck Service Center, Inc.** authorized to do business in the State of Florida, hereinafter referred to as the "**CONTRACTOR**", whose address is 985 State Road 206 W, St. Augustine, FL 32086, Phone (904) 797-2665 and Fax (904) 797-7708.

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

ARTICLE 1 - SERVICES

The Contractor's responsibility under this Contract is to provide maintenance and repairs to Fire Rescue Fleet in accordance with the Contact Documents which include the RFP Documents and Forms, Addenda, Specifications, all Field Orders and Change Orders and other amendments hereto executed by the parties, hereafter and to perform and complete the work specifically set forth in the Contract Documents and detailed in **Exhibit "A"** attached hereto.

The Contractor shall provide all labor, materials, and equipment necessary to complete the maintenance and repairs to St. Johns County Fire Rescue Fleet. The maintenance shall include inspections, preventative maintenance and unscheduled maintenance and repairs resulting from failure or malfunction. Firm shall have a service center, a mobile service unit, body shop and be on-call 24 hours.

Services of the CONTRACTOR shall be under the general direction of Robert Hall, Fire Chief, St. Johns County Fire Rescue, or an authorized St. Johns County designee, who shall act as the County's representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The COUNTY and the CONTRACTOR shall approve each schedule, which will become a part of the contract. All testing and reports shall coincide with agency requirements.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

The COUNTY shall pay to the CONTRACTOR for services satisfactorily performed, as follows: The CONTRACTOR will bill the COUNTY at the amounts set forth in **Exhibit "B"** for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the approximate completion of services outlined in the Scope of Work contained in various work orders.

Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County department, indicating that services have been rendered in the conformity with the Contract and then will be sent to the Finance Department for payment. Invoices must reference this contract against which the CONTRACTOR is billing.

FINAL INVOICE: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the Contractor's final/last billing to the COUNTY. This indicates that all services have been performed and all charges and costs have been invoiced to St. Johns County and there is no further work to be performed on the specific work order.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be terminated for cause by the CONTRACTOR upon at least 30 days' prior written notice to the COUNTY in the event that the COUNTY (without assistance or participation by the CONTRACTOR) breaches or violates a material term, provision, requirement, and/or condition of this Contract. For purposes of this Article, a "material term, provision, requirement, condition" of this Contract includes Articles 3 and 14 of this Contract. Such written notice shall include the reason for the termination, and the actual date of termination. Upon receipt of such notice of termination, the COUNTY shall have fifteen (15) days in which to cure the breach or violation. Should the COUNTY cure the breach or violation within said fifteen (15) day timeframe, then this Contract notice of termination shall be cancelled, and this Contract shall continue in full force and effect, as if no notice of termination had been issued.

This Contract may also be terminated by the COUNTY, with or without cause, immediately upon written notice to the CONTRACTOR.

Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services noted in this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the COUNTY.

All of the Services noted in this Contract shall be performed by the CONTRACTOR, or under the supervision of the CONTRACTOR. All personnel engaged in performing the Services noted in this Contract shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

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

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

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a 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 properly the work described in this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of the CONTRACTOR's FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract, specifically financial obligation, are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 10 - INSURANCE

A. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no

material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

C. The CONTRACTOR shall maintain during the term of this Contract, standard Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence; General Aggregate in amount of \$2,000,000 per occurrence

D. The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence 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.

E. The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance in the amount of \$100,000 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 automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONSULTANT.

F. The CONTRACTOR shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability 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.

G. All insurance other than Professional Liability and Workman's Compensation, to be maintained by the CONTRACTOR shall specifically include the COUNTY as "Additionally Insured".

ARTICLE 11 - INDEMNIFICATION

To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from all claims, liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its officers, employees, subcontractors, or authorized representatives, with respect to, or associated with the Services noted in this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract 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. Should either the COUNTY or the CONTRACTOR, assign, transfer, and/or sell any of the rights of this Contract, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONTRACTOR, shall result in the automatic termination of this Contract, without further notice or action required on the part of the other party.

ARTICLE 13 - 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 nor 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 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services noted in this Contract. The CONTRACTOR further represents that during the duration/term of this Contract no person having any interest shall be employed for said performance of Services noted in this Contract.

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 from the COUNTY ADMINISTRATOR, or designee, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

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

ARTICLE 15 - 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 the CONTRACTOR's fault or negligence. Such cases may include, but are not limited to: acts of nature; acts of commission or omission on the part of the COUNTY, which result in the breach or violation of this Contract by the CONTRACTOR; 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 the CONTRACTOR's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised and/or adjusted accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Services noted in this Contract at any time.

ARTICLE 16 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit, or make the County a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract. It is expressly understood that under this Contract, the CONTRACTOR has no authority to bind the COUNTY (either legally or equitably), for any action or service, whether or not noted in this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for the COUNTY's approval and acceptance, all documents and materials prepared by and for the COUNTY under this Contract. The delivery to, and acceptance by, the COUNTY, of all required documents and materials must be achieved prior to the CONTRACTOR being eligible for final payment of any amounts due under this Contract.

To the extent permitted by law, 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, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, 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.

Notwithstanding the provision above, or any other provision contained in this Contract, the COUNTY and the CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes (Public Records Law).

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, and 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 Contract 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 Contract.

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required under this Contract, for the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice. Additionally, the COUNTY shall have the right to examine, review, inspect, and/or audit the books, records, documents, and correspondence, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the CONTRACTOR is under no duty to provide access to documentation, not related to this Contract, or is otherwise protected by COUNTY, State, or Federal law.

ARTICLE 21 - 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 22 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract 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 23 – DURATION AND EXTENSION

This Contract shall be effect for an initial five (5) year period from the day of acceptance by the County, may be renewed for up to a maximum of two (2) two (2) year renewal periods upon satisfactory performance by the contractor, mutual agreement by both parties, and the availability of funds. While this Contract may be renewed stated in this Article, it is expressly noted that the County is under no obligation to extend this Contract. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of the Services in this Contract.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, 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 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain throughout the duration/term of this Contract, all permits, licenses, and/or approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No amendments and /or modifications of this Contract shall be valid unless in writing and signed by an authorized representative each of the party. All Amendments and modifications shall be in the form of a change order.

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 Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Work affected by a contemplated change, 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 to a task in progress, or a contract change order, if the original contract is 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 28 - ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents shall include RFP Documents/Specifications dated 3/17/11 and Addendum #1 and 2, except for modifications issued after execution of this Contract, will be enumerated in a Contract Amendment or Change Order.

ARTICLE 29 - FLORIDA LAW AND VENUE

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

ARTICLE 30 - ARBITRATION

The CONTRACTOR is under no obligation to accept arbitration (either binding or non-binding) as a remedy or resolution for any disputes, breaches, violations, and/or failures associated with any Services noted in this Contract.

ARTICLE 31 - NOTICES

All notices required in this Contract 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: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

Continental Auto/Truck Service Center, Inc.
Attn: Leo Giannini
985 State Road 206 W
St. Augustine, FL 32086

ARTICLE 32 - HEADINGS

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

ARTICLE 33 – ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. 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.

ARTICLE 34 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 35 – USE OF COUNTY LOGO

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

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: 1) Article 4 (Truth-in-Negotiation); 2) Article 8 (Federal and State Taxes); 3) Article 10 (Insurance); 4) Article 11 (Indemnification); 5) Article 20 (Access and Audits); 6) Article 24 (Enforcement Costs); and 7) Article 33 (Access to Records).

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

CONTRACTOR:

OWNER:

Continental Auto/Truck Service Center, Inc. St. Johns County, Florida

Seal

BY: _____
Signature

BY: _____
Signature

NAME: _____
Printed Name & Title

NAME: Joe Burch, Purchasing Director

Date of Execution

Date of Execution

Attest
Cheryl Strickland, Clerk of Courts

By Deputy Clerk

Date of Execution

Legally Sufficient:

Assistant County Attorney

Date: _____

EXHIBIT "A"

RFP NO.: 11-56; Maintenance and Repairs of St. Johns County Fire Rescue Fleet

SCOPE OF WORK

This contract will be for Service/Maintenance/Repairs of all fleet vehicles of St. Johns County Fire Rescue. When at all possible, work shall be done on site at 17 different Fire/Rescue stations and the Fire Rescue Administration.

Regular scheduled preventative maintenance measures shall be conducted at scheduled intervals as approved by the department. All unscheduled maintenance resulting from equipment failure or malfunction requiring service shall be billed by the contractor at the specified hourly rate.

All parts, fluids, and lubricants used for maintenance and repairing vehicles shall be supplied by the Contractor and billed to the County and the specified percentage mark up as bid. Contractor will be required to keep all original parts supplier invoices available at request of the County for spot checking and auditing purposes.

Engine oil and filter change and complete drive train lubricant and any other fluids and/or filter changes shall be performed as recommended by the OEM when applicable.

The Contractor shall maintain a Maintenance Invoice and Log of every inspection and maintenance performed on each apparatus at the completion and made available within 72 hours when requested. The log and invoice shall contain at a minimum, but not be limited to, the following:

1. Starting time and date
2. Completion date and time
3. Billable labor hours
4. County Identification number of Apparatus to which services was delivered
5. Service performed
6. Parts used and cost
7. Name of service personnel
8. Vehicle Mileage
9. Engine hours (if applicable)

Requirements are as follows:

1. Availability

Contractor must understand that emergency services in St. Johns County operates 24 hours a day without regards for weekends and holiday. A full state of readiness during normal working hours, 8:00 am – 5:00 pm Monday thru Friday must be maintained. Requests for after hours emergency repairs will be made to one contact number provided to the department with a maximum of a two hour response will be required. Routine scheduling and maintenance will be made through this number and e-mail.

2. Mobile Service Requirements

All servicing, maintenance and tire replacements are to be conducted within the 17 different fire

stations. For major repairs that are required to be performed within the Service Center, the department will accommodate for the delivery. In the event this can not be accomplished, it will be the responsibility of the Contractor to provide this service. All tires will be supplied by St. Johns County Fire Rescue. All hazardous waste including tires will be disposed of by the Contractor.

3. Service Center/Facility

Understanding that not all specialty apparatus repairs can be made within the field, a Certified Service Facility must be maintained and reasonably located to be considered by the Department.

4. Towing

It will be the responsibility of the Contractor to arrange for the towing of all fleet vehicles when needed. Towing requirements shall include the ability to tow vehicles that may exceed 70,000 lbs, exceed 55 feet in length, transmission driven pumps, and independent front suspensions.

5. Warranty Certification

Service Centers authorized to perform warranty work should include a listing of all to include both commercial and specialty apparatus manufacturers.

6. Collision Repairs

The Contractor will be responsible for providing for collision repairs to all specialized apparatus.

EXHIBIT "B"

RFP NO: 11-56; Maintenance and Repairs of St. Johns County Fire Rescue Fleet

COST PROPOSAL FORM

Maintenance and Repairs to St. Johns County Fire Rescue Fleet

Respondents Name:	Continental Auto/Truck Service Center
Mailing Address	985 SR 206 West
City, State & Zip	St. Augustine, FL 32086
Telephone and Fax Number	904-797-2665 Fax 904-797-7708

All amounts must be written and in number format.

Hourly Rate for Mobile Service \$ 60.00 per hour
Hourly Rate for Service Center \$ 60.00 per hour

Parts Markup: 24 % over the cost to the Respondents

Markup: 0 % on Subcontracted Services
(Must provide Subcontractors invoice with billing invoice.)

Mileage Rate \$ 1.00 per mile

Daily Storage Charge after 3 business days: Small Vehicles \$ 0 per day
Heavy Vehicles \$ 0 per day

Price increases for in house labor and fees considered annually during the term of the agreement but must not exceed the prior year CPI.

The County reserves the right to negotiate fees and fee structure during contract negotiations.