

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO: 21-39, TO CONTINENTAL AUTO/TRUCK SERVICE CENTER, INC. AS THE SOLE RESPONDENT, AND TO EXECUTE AN AGREEMENT FOR MAINTENANCE AND REPAIRS TO ST JOHNS COUNTY FIRE RESCUE FLEET AND ST JOHNS COUNTY FLEET MAINTENANCE IN ACCORDANCE WITH THE RFP.

RECITALS

**WHEREAS**, the County desires to enter into contract with Continental Auto-Truck Service Center, Inc. for maintenance and repairs to St Johns County Fire Rescue Fleet and St Johns County Fleet Maintenance; and

**WHEREAS**, the scope of the service includes providing any and all labor, materials, transportation, equipment and supervision to conduct routine inspections, preventative maintenance, and unscheduled maintenance or repair resulting from sudden failure or malfunction for St Johns County Fire Rescue Fleet and St Johns County Fleet Maintenance; and

**WHEREAS**, through the County's formal RFP process, Continental Auto/Truck Service Center, Inc. was the sole responsive, responsible Respondent 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, and incorporated herein) and finds that entering into a contract to complete the work serves a public purpose; and

**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 RFP No. 21-39 to Continental Auto/Truck Service Center, Inc., as the sole Respondent.

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 RFP No. 21-39.

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 6 day of April, 2021

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

By: Jeremiah R. Blocker  
Jeremiah R. Blocker, Chair

**ATTEST: CLERK OF THE CIRCUIT COURT & COMPTROLLER: Brandon J. Patty, Clerk**  
By: Ram Halterman  
Deputy Clerk

**RENDITION DATE** 4/8/21





**CONTRACT AGREEMENT**  
**RFP NO 21-39; MAINTENANCE AND REPAIRS TO ST JOHNS COUNTY FIRE**  
**RESCUE FLEET AND ST JOHNS COUNTY FLEET MAINTENANCE**  
**Master Contract #: 21-MCC-CON-13420**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 **Continental Auto/Truck Service Center, Inc.** ("Contractor"), authorized to do business in the State of Florida, with offices located at 985 State Road 206 West, St Augustine, FL 32086; Phone: (904) 797-2665; and Email: leo@continentaltruckservice.com.

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

**ARTICLE 1 – DURATION and EXTENSION**

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, and shall remain in effect for an initial contract term of five (5) calendar years and shall have two (2) available two-year renewal options, exercisable by the County, contingent upon satisfactory performance by the Contractor, and legally appropriated funds are available each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents, and renewal or extension serves the best interest of St. Johns County.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all RFP 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 conduct maintenance and repairs to St Johns County Fire Rescue fleet and St Johns County Fleet Maintenance vehicles to include routine inspections, preventative maintenance, and unscheduled maintenance or repair resulting from sudden failure or malfunction. Contractor shall have a service center, a mobile service unit, body shop and be on-call for maintenance and repair of Fire Rescue vehicles, twenty-four (24) hours a day for seven (7) days a week. All servicing, maintenance and tire replacements are to be conducted onsite by the mobile service unit, if practical.

Services provided by the Contractor shall be under the general direction of St Johns County Fire Rescue and St Johns County Fleet Maintenance throughout the duration of this Agreement.

**ARTICLE 4 – SCHEDULE**

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

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

- A. The County shall compensate 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 amount(s) billed shall represent the approximate completion of services outlined in the Scope of Work contained in various work orders.
- 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 Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;
  2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
  3. The reimbursable expenses, if any, have been reasonably incurred; and
  4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Request for Payment Form 1550, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:

**St Johns County Fire Rescue**

Attn: Amy Land  
 3657 Gaines Road  
 St Augustine, FL 32084

**St Johns County Fleet Maintenance**

Attn: Jeffrey Nordsiek  
 2750 Industry Center 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 ten (10) 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 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

#### **ARTICLE 13 – 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 14 – 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 15 - INSURANCE**

The Vendor shall not commence work under the awarded Contract Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Vendor shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor 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 Vendor of its liability and obligations under the awarded Contract Agreement.

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

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

The Contractor(s) shall maintain during the life of the awarded Contract 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(s) 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(s) or by anyone directly or indirectly employed by a Contractor(s).

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

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

#### **ARTICLE 16 - 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 17 - 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 18 - 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 19 - 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 20 – 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 21 – 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 22 – 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 23 – 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 24 – 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 25 – 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 26 – 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 27 – 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 28 – 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 29 – 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.

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

#### **ARTICLE 30 – 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 31 – 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 32 - 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 33 - 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 34 - 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 35 - 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: Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

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

#### **ARTICLE 36 - 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 37 - PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

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

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

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

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

**ARTICLE 38 – 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 39 – 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 40 – AUTHORITY TO EXECUTE**

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

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

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**RFP NO 21-39; MAINTENANCE AND REPAIRS TO ST JOHNS COUNTY FIRE  
RESCUE FLEET AND ST JOHNS COUNTY FLEET MAINTENANCE  
Master Contract #: 21-MCC-CON-13420**

**ST. JOHNS COUNTY, FL:**

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

\_\_\_\_\_  
Signature County Representative

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

**ATTEST:  
ST. JOHNS COUNTY, FL  
CLERK OF COURT**

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

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

**LEGALLY SUFFICIENT**

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

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

**CONTRACTOR:**

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

\_\_\_\_\_  
Signature of Contractor Representative

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

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

**RFP NO 21-39; MAINTENANCE AND REPAIRS TO ST JOHNS COUNTY FIRE  
RESCUE FLEET AND ST JOHNS COUNTY FLEET MAINTENANCE  
Master Contract #: 21-MCC-CON-13420**

**Exhibit "A"  
Scope of Work**

Contractor to conduct maintenance and repairs to St Johns County Fire Rescue Fleet and St Johns County Fleet Maintenance to include routine inspections, preventative maintenance, and unscheduled maintenance or repair resulting from sudden failure or malfunction. St Johns County Fire Rescue Fleet has approximately fifty-five (55) light-duty vehicles and fifty-five (55) heavy-duty vehicles (Ambulances, Fire Engines, Ladders, Tankers). St Johns County Fleet Maintenance has approximately thirty-five (35) various trucks (Dump, Roll-off, Vacuum). Firms shall have a service center, a mobile service unit, body shop and be on-call, for Fire Rescue vehicles, twenty-four (24) hours seven (7) days a week. All services to be performed in accordance with the specifications provided herein.

**FIRE RESCUE:**

This scope is for service, maintenance, and repairs for all fleet vehicles of St Johns County Fire Rescue. When possible, work shall be done on-site at various Fire/Rescue stations in the County, and at the Fire Rescue Administration building, currently a total number of eighteen (18) locations, subject to change.

Regularly scheduled preventive maintenance measures shall be conducted at scheduled intervals as approved by SJC Fire Rescue. 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 at the specified percentage markup as noted in the proposal. Contractor will be required to keep all original parts, and supplier invoices are to be made available upon request of the County for checking and auditing purposes.

Engine oil, 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. Contractor records of maintenance shall be made available within seventy-two (72) hours from time of request from the County. The invoice and log shall contain, at a minimum, the following:

1. Starting time and date
2. Completion time and date
3. Billable labor hours
4. County identification number of apparatus that was serviced
5. Service(s) performed
6. Parts used and cost
7. Name of service personnel
8. Vehicle mileage
9. Engine hours (if applicable)

**Availability**

Contractor must understand that emergency services in St Johns County operates twenty-four (24) hours a day without regards for weekends and holidays. A full state of readiness during normal working hours, 8:00AM – 5:00PM Monday through Friday, must be maintained. Requests for after-hours emergency repairs will be made to one contact number provided to SJC Fire Rescue department with a maximum of a two (2) hour response time will be required. Routine scheduling and maintenance will be made through this number and email.

**Mobile Service Requirements**

All servicing, maintenance and tire replacements are to be conducted within the eighteen (18) different fire rescue locations. For major repairs that are required to be performed within the Service Center, the department will accommodate for the delivery. In the event this cannot 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.

**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 under this Request for Proposal. The Certified Service Facility must be certified by Automotive Service Excellence (ASE) for Medium/Heavy Trucks. All respondents should include any and all relevant certifications. A listing of specialty services provided should also be included, for example, wheel alignments, collision repair, dynamometer, and hydraulics.

**Towing**

Contractor shall be responsible for arranging towing of all fleet vehicles when needed. Towing requirements shall include the ability to tow vehicles that may exceed seventy thousand pounds (70,000 lbs.), exceed fifty-five feet (55') in length, transmission driven pumps, and independent front suspensions.

**Warranty Certification**

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

**Collision Repairs**

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

**Timeframe**

When repairs are not able to be done onsite at the eighteen (18) different fire rescue locations, and must be repaired at the Service Center, the evaluation and diagnosis of repair work must begin within twenty-four (24) hours of apparatus arrival. This timeframe excludes all weekends and observed holidays. Fire Rescue apparatus will take precedence at the Service Center when possible.

**Staging Area for Apparatus**

Contractor shall provide an established staging area where incoming/outgoing Fire Rescue apparatus can be staged with an identifiable indicator of service/operational status.

**Billing**

Invoices for repairs will be processed and delivered to the Fire Rescue budget office located at the Fire Administration building:

Fire Administration  
Attn: Amy Land  
3657 Gaines Road  
St Augustine, FL 32084

within three (3) weeks following the completion of a repair. Failure to provide an invoice could result in delay of payment or non-payment.

**Training**

Contractor shall have a minimum of one (1) Emergency Vehicle Technician certified personnel within two (2) years of contract commencement.

**FLEET MAINTENANCE:**

This scope is for service, maintenance, and repairs for all Heavy Duty fleet vehicles for St Johns County Fleet Maintenance department.

Regularly scheduled preventive maintenance measures shall be conducted at scheduled intervals as approved by SJC Fleet Maintenance 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 at the specified percentage markup as noted in the proposal. Contractor will be required to keep all original parts, and supplier invoices are to be made available upon request of the County for checking and auditing purposes.

Engine oil, 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 vehicle. Contractor records of maintenance shall be made available within seventy-two (72) hours from time of request from the County. The invoice and log shall contain, at a minimum, the following:

- Starting time and date
- Completion time and date
- Billable labor hours
- County identification number of apparatus that was serviced
- Service(s) performed
- Parts used and cost
- Name of service personnel
- Vehicle mileage
- Engine hours (if applicable)

**Availability**

Contractor must be available during normal working hours for Fleet Maintenance, 7:00AM – 4:00PM Monday through Friday.

**Mobile Service Requirements**

All servicing, maintenance and tire replacements are to be conducted at a location convenient to the vehicle in need of repair. For major repairs that are required to be performed within the Service Center, the department will accommodate for the delivery. All tires will be supplied by St. Johns County Fleet Maintenance. All hazardous waste including tires will be disposed of by the Contractor.

**Service Center/Facility**

A Certified Service Facility must be maintained and reasonably located to be considered under this Request for Proposal. The Certified Service Facility must be certified by Automotive Service Excellence (ASE) for Medium/Heavy Trucks. All respondents should include any and all relevant certifications. A listing of specialty services provided should also be included; for example, wheel alignments, collision repair, dynamometer, and hydraulics.

**Towing**

Where towing is required on a vehicle, the SJC Fleet Maintenance department will arrange for all towing.

**Warranty Certification**

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

**Collision Repairs**

The Contractor shall be responsible for providing for collision repairs.

**Timeframe**

When repairs are not able to be done onsite, and must be repaired at the Service Center, the evaluation and diagnosis of repair work must begin within twenty-four (24) hours of vehicle arrival. This timeframe excludes all weekends and observed holidays.

**Staging Area for Apparatus**

Contractor shall provide an established staging area where incoming/outgoing vehicles can be staged with an identifiable indicator of service/operational status.

**Billing**

Invoices for repairs will be processed and delivered to the Fleet Maintenance office at the Public Works building located at:

Fleet Maintenance  
Attn: Jeff Nordsiek  
2760 Industry Center Rd  
St. Augustine, FL 32084

within three (3) weeks following the completion of a repair. Failure to provide an invoice could result in delay of payment or non-payment.

**Training**

There is no Emergency Vehicle Technician certification requirement for Fleet Maintenance vehicles.

**RFP NO 21-39; MAINTENANCE AND REPAIRS TO ST JOHNS COUNTY FIRE  
RESCUE FLEET AND ST JOHNS COUNTY FLEET MAINTENANCE  
Master Contract #: 21-MCC-CON-13420**

**Exhibit "B"  
Compensation**

Price increases for in-house labor and fees considered annually during the term of the contract agreement. Price increases shall be based upon, and not exceed, the Consumer Price Index (CPI) in affect at the time of request, unless otherwise approved by the County

**Hourly Rate for Mobile Service** \$ 88.00 per hour eighty-eight dollars per hour

**Hourly Rate for Service Center** \$ 88.00 per hour eighty-eight dollars per hour

**Parts Markup:** 24 % over Contractor cost twenty-four percent

**Markup:** 10 % on Subcontracted Services ten percent  
(Must provide Subcontractors invoice with billing invoice)

**Mileage Rate:** \$ 1.50 per mile one and a half dollars per mile

**Daily Storage Charge after three (3) business days:**

**Small Vehicles** \$ 0 per day zero dollars per day

**Heavy Vehicles** \$ 0 per day zero dollars per day



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

February 25, 2021

RE: RFP No 21-39; Maintenance and Repairs to SJC Fire Rescue Fleet and SJC Fleet Maintenance

Please be advised that St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to Continental Auto/Truck Service Center, Inc, as the only responsive respondent under RFP No 21-39; Maintenance and Repairs to SJC Fire Rescue Fleet and SJC Fleet Maintenance. This notice will remain posted to the St. Johns County Purchasing Department bulletin board until 2:00 PM, Tuesday, March 2, 2021.

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 negotiate with the highest ranked firm, and upon successful negotiations, award and execute a contract.

Please forward all correspondence, requests or inquiries directly to the attention of Shelly Vongchanta, Procurement Coordinator in the Purchasing Department at [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us).

Sincerely,  
St. Johns County  
Board of County Commissioners

County Representative Signature

Date: 2/25/21

Leigh A. Daniels, CPPB  
Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto: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:** Jeff Prevatt, Fire Rescue Chief  
David Reams, Logistics/Finance Chief  
Jeffrey Nordsiek, Fleet Maintenance Manager

**FROM:** Shelly Vongchanta, Procurement Coordinator

**SUBJECT:** RFP No: 21-39; Maintenance and Repairs to SJC Fire Rescue Fleet and SJC Fleet Maintenance

**DATE:** February 12, 2021

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

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

Department Head Approval *[Signature]*

Date February 12, 2021

Budget Amount 904,000

Account Funding Title Vehicle Maint, Equip Maint.

Funding Charge Code 1224-51601, 0048-51602

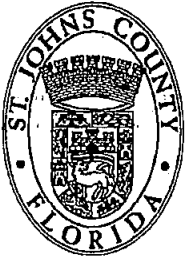
Award to Continental

Award Amount 904,000

**ST JOHNS COUNTY**

**FEB 12 '21**

**PURCHASING**



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**INTEROFFICE MEMORANDUM**

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**TO:** Jeff Prevatt, Fire Rescue Chief  
David Reams, Logistics/Finance Chief  
Jeffrey Nordsiek, Fleet Maintenance Manager

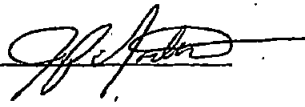
**FROM:** Shelly Vongchanta, Procurement Coordinator

**SUBJECT:** RFP No: 21-39; Maintenance and Repairs to SJC Fire Rescue Fleet and SJC  
Fleet Maintenance

**DATE:** February 12, 2021

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

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

Department Head Approval 

Date 2-19-21

Budget Amount \$50,000

Account Funding Title 1123-54603

Funding Charge Code Other Maintenance

Award to CONTINENTAL

Award Amount \_\_\_\_\_

ST JOHNS COUNTY

FEB 23 '21

PURCHASING