

RESOLUTION NO. 2021 - 371

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR SJC FIRE RESCUE TO ASSOCIATED DOORS, INC., AS THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER, AND TO EXECUTE AN AGREEMENT FOR PERFORMANCE OF THE SERVICES.

**RECITALS**

WHEREAS, SJC Fire Rescue requires regular maintenance and repairs to the bay doors at the various Fire Stations located throughout the County to ensure proper operation and function at all times, and minimize down time for repairs and/or maintenance so that the stations are not left unsecured and response to emergency calls is not interrupted; and

WHEREAS, the scope of the service includes providing the labor, materials, equipment, services and supervision necessary to perform as needed maintenance and repairs for bay doors at any or all of the nineteen (19) Fire Stations locations throughout St Johns County; and

WHEREAS, through the County's formal Bid process, Associated Doors, Inc. was the only responsive, responsible bidder to perform the required services; and

WHEREAS, the contract shall be funded by St Johns County Fire Rescue; 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 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 Bid No. 21-51R to Associated Doors Inc., as the only responsive, responsible bidder.

Section 3. Upon Board approval, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid No. 21-51R.

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 9 day of September, 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: Sam Halterman  
Deputy Clerk

RENDITION DATE 9/9/21





## CONTRACT AGREEMENT

**Bid No: 21-51R; Maintenance & Repairs to Bay Doors for SJC Fire Rescue  
Master Contract #: 21-MCC-ASS-14237**

This Contract Agreement, ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, ("Effective Date") 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 **Associated Doors Inc.** ("Contractor"), authorized to do business in the State of Florida, with offices located at 3309 Fourteenth Street, Elkton, FL 32033; Phone: (904) 272-2070; and Email: [hoffdenny@hotmail.com](mailto:hoffdenny@hotmail.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, shall remain in effect for an initial contract term of three (3) calendar years, and shall have two (2) available one-year renewal options, exercisable by the County, contingent upon continued need for the services, satisfactory performance by the Contractor, and availability of legally appropriated funds 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 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 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 conduct maintenance and repairs to bay doors at nineteen (19) Fire Station locations throughout St Johns County. Services to include preventive maintenance checks, on-call emergency repair service, and regular repair service for sectional and roll up doors, as specified in the Scope of Work attached hereto as "Exhibit A", proposed by the Contractor, approved by the County in accordance with Bid 21-51R 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 throughout the duration of this Agreement.

### ARTICLE 4 – SCHEDULE

The County and Contractor shall approve each schedule, which will become part of the contract.

### 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 quarterly inspections and repair work. The amount(s) billed for quarterly inspections will vary by location, not to exceed twenty-thousand five hundred forty dollars and zero cents (\$20,540.00) annually. The Contractor shall also bill the County for services outlined in the Scope of Work for 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

- 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 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 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 ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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

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

#### **ARTICLE 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.

#### **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:

Associated Doors Inc.  
**Attn: Denny Hoff, President**  
3309 Fourteenth Street  
Elkton, FL 32033

### **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.

-----

**BID NO 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE  
RESCUE**

**Master Contract #: 21-MCC-ASS-14237**

**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**

\_\_\_\_\_  
Office of County Attorney

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

**CONTRACTOR:**

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

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

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

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

**BID NO 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE  
RESCUE**

**Master Contract #: 21-MCC-ASS-14237**

**Exhibit "A"  
Scope of Work**

Contractor to conduct inspection and repairs to commercial overhead doors at nineteen (19) St Johns County Fire Rescue Stations to include routine inspections, preventive maintenance, and unscheduled maintenance or repair resulting from sudden failure or malfunction. All services to be performed in accordance with the specifications provided herein.

**CONTRACTOR SHALL:**

- Have and maintain a thorough knowledge of commercial overhead/four-fold door systems.
- Provide preventive maintenance and repairs of bay doors based on an hourly rate and markup of parts
- Provide all vehicles, lifts and tools needed for work
- Maintain any and all professional licenses; to include a Class II Garage Door Installer License
- Coordinate all access to properties with the Fire Rescue Logistics Coordinator or designee
- Clean and remove all debris and trash after completion of a repair and/or inspection
- Warranty all labor for one year and honor manufacturers' warranties on materials

**PREVENTIVE MAINTENANCE:**

- Work shall be performed during the County's regular working hours. Regular Working Hours are 8:00AM – 5:00 PM, Monday through Friday excluding, Holidays and Weekends.
- Work shall be billed for actual time on County location
- Contractor shall contact the Fire Rescue Logistics Coordinator to schedule the quarterly inspections or repairs. Approval from the County must be obtained prior to any work being performed.
- If the County should require examinations, minor adjustments or callback services to be made after regular working hours, due to Contractor error or failure to complete the job within regular working hours, the Contractor shall be responsible for any charges over and above the normal rate
- All work shall be performed by fully trained and experienced repair and service personnel
- A report listing all items checked, conditions found, and any corrective actions taken or recommended shall be forwarded to the Fire Rescue Logistics Coordinator from the Contractor no later than five (5) working days from service date
- In the event a minor repair or part replacement is required at the time of inspection, authorization for the work shall be obtained from the Fire Recue Logistics Coordinator.
- In the event a condition is found that poses a safety hazard or requires immediate attention, authorization for work shall be obtained from the Fire Rescue Logistics Coordinator. If the Fire Logistics Coordinator is unavailable, scheduling or repairs can be authorized by the on-site battalion supervisor. Approval must be obtained prior to any work being performed.
- All Doors have Electric Door Openers
- **Four Fold Doors (N/A)**
  - Check guides, mounts, upper and lower hangers, panel covers, exposed low voltage wires, door connector brackets and belts/chains (remove any accumulated dust, dirt and debris)
  - Check, adjust and/or lubricate drive chain, limit switches, limit chain, reversing edge, photo eye, motor and mounting hardware
- **Sectional Doors**
  - Check all cables, rollers, track, sections, glass stops, hinges, bottom seal, top and bottom fixtures, head plates and spring brackets

– Check, adjust and/or lubricate torsion springs, rollers, center shaft couplings, drum bearings and all adjustable fixtures

- **Rollup Doors**

- Check all slat connectors, bottom bar and seal, guide bolts, connecting slat, head brackets and hood

- Check, adjust and/or lubricate torsion barrel assembly, bearings, guides and curtain stops

- **Electric Operators**

- Check track, mounts, front and rear hangers, panel covers, exposed low voltage wires, door connector brackets and belts (remove any accumulated dust, dirt or debris)

- Check, adjust and/or lubricate drive chain, carriage limit switches, limit chain, reversing edge, photo eye motor and frame belts

**BID NO 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE  
RESCUE**

**Master Contract #: 21-MCC-ASS-14237**

**Exhibit "B"  
Compensation**

Unit prices below inclusive of labor, equipment, transportation, integration and any and all other costs associated with quarterly preventive maintenance inspections in accordance with the requirements provided herein.

Basis of compensation shall be made in accordance with the prices below as submitted in the Contractor's Bid Proposal, approved by the County, and provided herein. The quarterly prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County prior to any work being implemented and shall be added to this Agreement through a Contract Amendment.

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

<b>ITEM NO.</b>	<b>Location/ # of doors</b>	<b>Per Inspection Price</b>	<b>Annual Cost = Per Inspection Rate X 4</b>	<b>Extended Price</b>
1	Fire Rescue Administration: 3657 Gaines Road/ 4 Rollup Doors	\$260.00	\$1,040.00	\$1,040.00
2	Fire Station 1: 130 Canal Blvd/ 6 Rollup Doors	\$390.00	\$1,560.00	\$1,560.00
3	Fire Station 2: 1120 Sheffield Road/ 6 Rollup Doors	\$390.00	\$1,560.00	\$1,560.00
4	Fire Station 3: 6010 State Road 13 N/ 6 Rollup Doors	\$390.00	\$1,560.00	\$1,560.00
5	Fire Station 4: 3400 County Rd 208/ 4 Rollup Doors	\$260.00	\$1,040.00	\$1,040.00
6	Fire Station 5: 3370 US Highway 1 South/ 8 Fourfold Doors	N/A	N/A	N/A

ITEM NO.	LOCATION	Per Inspection Price	Annual Cost = Per Inspection Rate X 4	Extended Price
7	Fire Station 6: 5865 A1A South/ 6 Rollup Doors	\$390.00	\$1,560.00	\$1,560.00
8	Fire Station 7: 370 A1A Beach Blvd/ 3 Sectional Doors	\$195.00	\$780.00	\$780.00
9	Fire Station 8: 7985 Morrison Road/ 6 Rollup Doors	\$390.00	\$1,560.00	\$1,560.00
10	Fire Station 9: 2998 S. Ponte Vedra Blvd/ 2 Rollup Doors	\$130.00	\$520.00	\$520.00
11	Fire Station 10: 155 Library Blvd/ 6 Rollup Doors	\$390.00	\$1,560.00	\$1,560.00
12	Fire Station 12: 4505 Avenue A #B/ 4 Rollup Doors	\$260.00	\$1,040.00	\$1,040.00
13	Fire Station 13: 988 County Road 13 S/ 2 Rollup Doors	\$130.00	\$520.00	\$520.00
14	Fire Station 14: 1255 W King Street/ 6 Rollup Doors	\$390.00	\$1,560.00	\$1,560.00
15	Fire Station 15: 220 Pine Island Road/ 6 Rollup Doors	\$390.00	\$1,560.00	\$1,560.00
16	Fire Station 16: 235 Murabella Pkwy/ 6 Rollup Doors	\$390.00	\$1,560.00	\$1,560.00

ITEM NO.	LOCATION	Per Inspection Price	Annual Cost = Per Inspection Rate X 4	Extended Price
17	Fire Station 17: 10001 Cartwheel Bay Ave/ 6 Rollup Doors	\$390.00	\$1,560.00	\$1,560.00
18	Fire Station 18: 1055 Crosswater Pkwy/ 6 Fourfold Doors	N/A	N/A	N/A
19	Fire Station 19: 205 Veterans Pkwy/ 6 Fourfold Doors	N/A	N/A	N/A
<b>ANNUAL TOTAL FOR ALL LOCATIONS</b>				<b>\$20,540.00</b>

ITEM	COST/MARK-UP
Hourly Labor Rate (During Working Hours)	\$145.00 /hour
Hourly Labor Rate (Emergencies or Non-working Hours)	\$225.00 /hour
Percent Mark-up for Materials	20%



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

July 19, 2021

**RE:** Bid No: 21-51R; Maintenance and Repairs to Bay Doors for SJC Fire Rescue

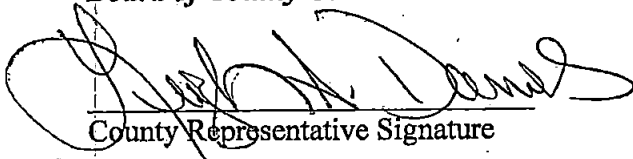
Please be advised that St. Johns County is issuing this notice of its Intent to Award a contract, to Associated Doors Inc., as the lowest responsive, responsible bidder under Bid No. 21-51R; Maintenance and Repairs to Bay Doors for SJC Fire Rescue. This notice will remain posted to the St. Johns County Purchasing Department bulletin board until 1:00PM, Thursday, July 22, 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 award and execute a contract.

Please forward all questions or inquiries related to this project to Shelly Vongchanta, Procurement Coordinator, at [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us).

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

  
County Representative Signature

Date: 7/19/21

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

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


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**TO:** Jeff Prevatt; Fire Rescue Chief  
Jeremy Robshaw; Chief Administrative Services  
**FROM:** Shelly Vongchanta, Procurement Coordinator  
**SUBJECT:** Bid No. 21-51R; Maintenance and Repairs to Bay Doors for SJC Fire Rescue  
**DATE:** July 15, 2021

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

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return 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 7/16/2021

Budget Amount \$38,000

Account Funding Title Building Maintenance

Funding Charge Code 1824-54600 0048-54600

Award to Associated Doors Inc.

Award Amount \$20,540

ST JOHNS COUNTY

JUL 16 '21

PURCHASING

**ST. JOHNS COUNTY  
BID TABULATION**

<b>BID TITLE</b>	<u>Bid 21-51R Maintenance and Repairs to Bay Doors for SJC Fire Rescue</u>	ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED	<b>OPENED BY</b>
		DECISION WITH RESPECT TO THE AWARD OF ANY BID,	<b>TABULATED BY</b>
		SHALL FILE WITH THE PURCHASING DEPARTMENT FOR	<b>VERIFIED BY</b>
<b>BID NUMBER</b>	<u>21-51R</u>	ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT	<u>Shelly Vongchanta</u> <i>SV</i>
<b>OPENING DATE/TIME</b>	<u>July 14, 2021 2:00 PM</u>	FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)	<u>Jordy Fusco</u> <i>JF</i>
		HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL	<u>Shelly Vongchanta</u> <i>SV</i>
		HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION	
<b>POSTING DATE/TIME</b>	<u>07/15/21 12:00PM</u>	PROTEST PROCEDURES MAY BE OBTAINED IN THE	
		PURCHASING DEPARTMENT.	
	<u>FROM</u>	<u>UNTIL</u>	
	<u>07/15/21 12:00PM</u>	<u>07/20/21 12:00PM</u>	

BIDDERS	TOTAL ANNUAL BID						
Associated Doors, Inc.	\$20,540.00						
C & D Ind. Maint.	Non-Responsive						

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

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

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

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

DATE SUBMITTED: 7-12-21

**BID PROPOSAL OF**

Associated Doors Inc.

Full Legal Company Name

3309 Fourteenth St SE (Ave) Ft 32033 904272-2070 904-829-6303  
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: 21-51R; Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials, transportation and supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

If awarded a Purchase Order and contract on the basis of this bid proposal, the undersigned pledges to provide the materials and services as specified in the Bid Proposal and County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this bid proposal are true in every respect and that the said proposal is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

**MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

TOTAL ANNUAL BID \$ 20,540.00  
(From Attachment "A") Amount Written in Numerals

Twenty Thousand Five Hundred Forty 1100  
Amount Written in Words

**Price must be inclusive of any labor, installation, taxes, supervision, surcharges or any other incidental costs. Price is final cost to the County.**

Each Bidder shall type, or print legibly, in blue or black ink. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

The Total Annual Price shall be the extended price for all locations and schedules, based on the unit prices and extended price totals (Attachment A). In the event of a discrepancy between the unit price and extended prices, the unit price shall prevail.

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

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

No: 21-518 Date Received: 7-1-21

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

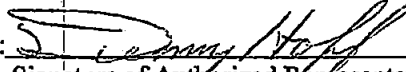
No: \_\_\_\_\_ Date Received: \_\_\_\_\_

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that the equipment presented in the submitted bid proposal meets or exceeds the County specifications. The Undersigned certifies that a full examination of the location of the proposed work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

**CORPORATE/COMPANY**

Full Legal Company Name: ASSOCIATED DOORS INC. (Seal)

By:  DENNY HOFF PRESIDENT  
Signature of Authorized Representative (Name & Title typed or printed)

By: Nancy Hoff Nancy Hoff Vice President  
Signature of Authorized Representative (Name & Title typed or printed)

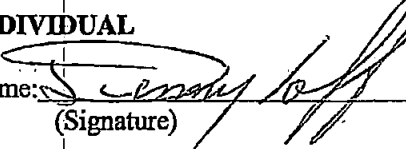
Address: 3309 Fourteenth St Elkton, FL 32033

Telephone No.: (904) 272-2070 Fax No.: (904) 829-6303

Email Address for Authorized Company Representative: ahoff@denny@ADL.com or hohoff@denny@adl.com

Federal I.D. Tax Number: 20-0715804 DUNS #: 10-720-9095  
(If applicable)

**INDIVIDUAL**

Name:  DENNY HOFF PRESIDENT  
(Signature) (Name typed or printed) (Title)

Address: 3309 Fourteenth St Elkton FL 32033

Telephone No.: (904) 484-4987 Fax No.: 904-829-6303

Email Address: ahoff@denny@ADL.com

Federal I.D. Tax Number: 20-0715804

**Submittal Requirements:**

Official County Bid Form Including Fully Acknowledged Addenda Applicable to this Bid

- "A" - Cost Proposal
  - "B" - Affidavit
  - "C" - Certificate as to Corporate Principal
  - "D" - License/Certification List
  - "E" - List of Proposed Sub-Contractors/Suppliers
  - "F" - Experience of Bidder
  - "G" - Conflict of Interest Disclosure Form
  - "H" - Drug-Free Workplace Form
  - "I" - Proof of Insurance
  - "J" - Claims, Liens, Litigation History
  - "K" - Equal Opportunity Report Statement
  - "L" - Non-collusion Certification
  - "M" - Local Preference
  - "N" - E-Verify Affidavit
- Bid Bond

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" 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. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "A"**

Note: All unit prices submitted below shall include labor, equipment, transportation, integration and any and all other costs associated with quarterly preventive maintenance inspections in accordance with the requirements provided herein.

The Total Annual Bid Price shall be the extended price for all locations and schedules, based on per inspection prices and extended price totals. In the event of a discrepancy between the unit price and extended prices, the unit price shall prevail.

Prices shall be quoted F.O.B. destination and shall be final cost to the County for each item below:

ITEM NO.	Location/ # of doors	Per Inspection Price	Annual Cost = Per Inspection Rate X 4	Extended Price
1	Fire Rescue Administration: 3657 Gaines Road/ 4 Rollup Doors	260	\$ 1040	\$ 1040
2	Fire Station 1: 130 Canal Blvd/ 6 Rollup Doors	\$ 390	\$ 1560	\$ 1560
3	Fire Station 2: 1120 Sheffield Road/ 6 Rollup Doors	\$ 390	\$ 1560	\$ 1560
4	Fire Station 3: 6010 State Road 13 N/ 6 Rollup Doors	\$ 390	\$ 1560	\$ 1560
5	Fire Station 4: 3400 County Rd 208/ 4 Rollup Doors	\$ 260	\$ 1040	\$ 1040
6	Fire Station 5: 3370 US Highway 1 South/ 8 Fourfold Doors	\$ N/A	\$ N/A	\$ N/A
7	Fire Station 6: 5865 A1A South/ 6 Rollup Doors	\$ 390	\$ 1560	\$ 1560
8	Fire Station 7: 370 A1A Beach Blvd/ 3 Sectional Doors	\$ 195	\$ 780	\$ 780
9	Fire Station 8: 7985 Morrison Road/ 6 Rollup Doors	\$ 390	\$ 1560	\$ 1560

ITEM NO	LOCATION	Per Inspection Price	Annual Cost = Per Inspection Rate X 4	Extended Price
10	Fire Station 9: 2998 S. Ponte Vedra Blvd/ 2 Rollup Doors	\$ 130	\$ 520	\$ 520
11	Fire Station 10: 155 Library Blvd/ 6 Rollup Doors	\$ 390	\$ 1560	\$ 1560
12	Fire Station 12: 4505 Avenue A #B/ 4 Rollup Doors	\$ 260	\$ 1040	\$ 1040
13	Fire Station 13: 988 County Road 13 S/ 2 Rollup Doors	\$ 130	\$ 520	\$ 520
14	Fire Station 14: 1255 W King Street/ 6 Rollup Doors	\$ 390	\$ 1560	\$ 1560
15	Fire Station 15: 220 Pine Island Road/ 6 Rollup Doors	\$ 390	\$ 1560	\$ 1560
16	Fire Station 16: 235 Murabella Pkwy/ 6 Rollup Doors	\$ 390	\$ 1560	\$ 1560
17	Fire Station 17: 10001 Cartwheel Bay Ave/ 6 Rollup Doors	\$ 390	\$ 1560	\$ 1560
18	Fire Station 18: 1055 Crosswater Pkwy/ 6 Fourfold Doors	\$ N/A	\$ N/A	\$ N/A
19	Fire Station 19: 205 Veterans Pkwy/ 6 Fourfold Doors	\$ N/A	\$ N/A	\$ N/A
ANNUAL TOTAL FOR ALL LOCATIONS (Please Use this number on the Bid Page)				\$ 20,540

ATTACHMENT "A"  
CONTINUED

ITEM	COST/MARK-UP
Hourly Labor Rate (During Working Hours)	\$ 145 /hour
Hourly Labor Rate (Emergencies or Non-working Hours)	\$ 225 /hour
Percent Mark-up for Materials	20 %

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "B"**

**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 Denny Hoff who being duly sworn, deposes and says he is President (Title) of the firm of Associated Doors Inc Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 21-51R; Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue, in St. Johns County, Florida.

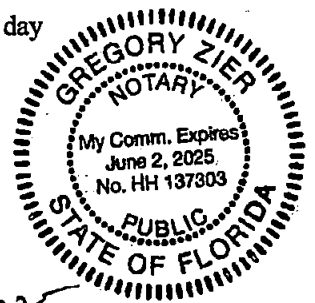
The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

Associated Doors Inc  
(Bidder)

By: Denny Hoff  
President  
(Title)

Sworn and subscribed to me this 6<sup>th</sup> day of July, 2021.

Notary Public:  
[Signature]  
Signature  
Gregory B Zier  
Printed



My commission Expires: 6/2/2025

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



BID NO: 21-51R

WITNESSES:

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

WITNESSES:

Denny Hoff

PRINCIPAL:

Associated Doors Inc

NAME OF FIRM:

Nancy Hoff

SIGNATURE OF AUTHORIZED  
OFFICER (AFFIX SEAL)

President

TITLE

3309 fourteenth ST

BUSINESS ADDRESS

Elkton

CITY

FL

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

Gilliland Insurance Group  
NAME OF LOCAL INSURANCE AGENCY



Cut out display placard below and display at place of business

**PUTNAM COUNTY TRADES & EXAMINERS BOARD**

Certificate of Competency

Expires: Friday, September 30, 2022

Status: Active Reciprocity

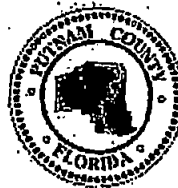
License Number: 11 SBCA2 Finish Carpentry

DBA: Associated Doors Inc

Denny L Hoff  
13309 14th St

Elkton FL 32033

**PUTNAM COUNTY TRADES & EXAMINERS BOARD**



**CERTIFICATE OF COMPETENCY**



**2020-2021 LOCAL BUSINESS TAX RECEIPT**

**JIM OVERTON, DUVAL COUNTY TAX COLLECTOR**

231 E. Forsyth Street, Suite 130, Jacksonville, FL 32202-3370

Phone: (904) 630-1916, option 3 Fax: (904) 630-1432

www.duvaltaxcollect.net taxcollector@coj.net

Note - A penalty is imposed for failure to keep this receipt exhibited conspicuously at your place of business. This business tax receipt is furnished pursuant to Municipal Ordinance Code, Chapters 770-772, for the period October 1, 2020 through September 30, 2021.

HOFF, DENNY LEE  
ASSOCIATED DOORS  
3309 14TH ST  
ELKTON, FL 32033

<b>ACCOUNT NUMBER:</b>	47525		
<b>BUSINESS NAME:</b>	HOFF, DENNY LEE		
<b>PHYSICAL ADDRESS:</b>	3309 14TH ST ELKTON, FL 32033		
<b>CLASSIFICATION CODE:</b>	000005 - QUALIFYING AGENT, CONTRACTORS		
<b>STATE LICENSE NO:</b>	GD-8	<b>COUNTY TAX:</b>	0.00
		<b>MUNICIPAL TAX:</b>	100.00
		<b>TOTAL TAX:</b>	100.00

**VALID UNTIL September 30, 2021**

**\*\*\*ATTENTION\*\*\***

**THIS RECEIPT IS FOR BUSINESS TAX RECEIPT ONLY.  
CERTAIN BUSINESSES MAY REQUIRE ADDITIONAL STATE LICENSING.**

This is a business tax receipt only. It does not permit the receipt holder to violate any existing regulatory or zoning laws of the County or City. It does not exempt the receipt holder from any other license or permit required by law. This is not a certification of the receipt holder's qualifications.

  
JIM OVERTON, TAX COLLECTOR

**THIS BECOMES A RECEIPT AFTER VALIDATION.**  
**PAID-4161064.0001-0001 Y02 09/04/2020 100.00**

FINISH CARPENTRY

# St. Johns County



## Authorized Contractor

License No: BL-4138

HOFF, DENNY LEE

ASSOCIATED DOORS INC

DOB: 11/18/1964

Issued: 9/10/2019

Expires: 9/30/2021

*\* License valid through expiration date, unless sooner disqualified \**



**CERTIFICATE OF COMPETENCY**

Detach and SIGN the reverse side of this card IMMEDIATELY upon receipt! You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

HOFF, DENNY L.  
3309 14TH ST  
ELKTON FL 32033

503-207 (Rev. 1/12) PC201247908

**BROWARD COUNTY, FLORIDA  
CERTIFICATE OF COMPETENCY**

CC# FINISHED CARPENTRY  
93-7207-FC-X  
HOFF, DENNY L.

INACTIVE - NOT FOR CONTRACTING

EXPIRES 08/31/2022



**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "F"**

**EXPERIENCE OF BIDDER**

Bidder acknowledges that he is fully licensed to perform work in the State of Florida.

Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past three (3) years, of similar type and size of the project described herein.

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

By: Associated Doors Inc 7-12-21  
 Bidder [Signature] Date  
 Authorized Signature

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
NO	Sustin Howell 904.814-08055 showell@scfl.us		ST. JOHNS COUNTY MAINT
NO	Buckie 904-237-9167		Clay County Fire Services
NO	Rodney Malcom 904-209-1703		ST. JOHNS FIRE SERVICES
NO	Solio 904-669-8025		ST JOHNS Sheriff MAINT

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

Length of time in business: 16 Years

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "G"**

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

Project Number/Description: Bid No: 21-51R; Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue

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 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.

Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Contractors, therefore must avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the 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:

Associated Doors Inc.

Authorized Representative(s):

*Nancy Hoff*  
Signature

Nancy Hoff President  
Print Name/Title

Nancy Hoff  
Signature

NANCY HOFF Vice President  
Print Name/Title

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "H"**

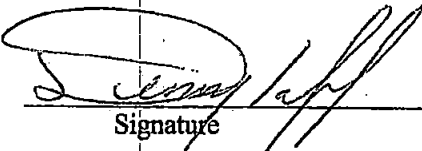
**St. Johns County Board of County Commissioners  
Drug Free Workplace Form**

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

Associated Doors Inc. 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  
7-12-21  
\_\_\_\_\_  
Date

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "I"**

**Proof of Insurance**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of "Certificate of Insurance" here)



**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "J"**

**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. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "K"**

**EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

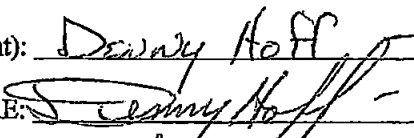
The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the

administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): Dorothy Hoff - NANCY HOFF  
SIGNATURE:  - Nancy Hoff  
TITLE: President - Vice President  
NAME OF FIRM: Associated Doors, Inc.  
DATE: 7-12-21

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

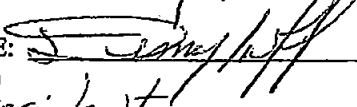
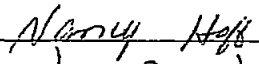
**ATTACHMENT "L"**

**NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Sealed Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): Dewey Hoff Nancy Hoff  
SIGNATURE:    
TITLE: President Vice President  
DATE: 7-12-21

NAME OF FIRM/PARTNERSHIP/CORPORATION:

Associated Doors, Inc.  
\_\_\_\_\_  
\_\_\_\_\_



**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST. JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "N"**

**E-VERIFY AFFIDAVIT**

**Contract No.: Bid No: 21-51R; Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue**

STATE OF Florida  
COUNTY OF \_\_\_\_\_

I, Denny Hoff (hereinafter "Affiant"), being duly authorized by and on behalf of Associated Doors Inc. (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 21-51R (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 8<sup>th</sup> day of JULY, 2021.

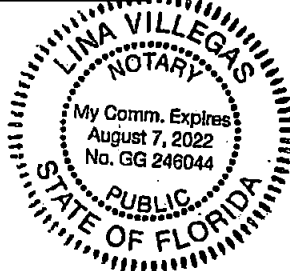
[Signature]  
Signature of Affiant

Denny Hoff  
Printed Name of Affiant

President  
Printed Title of Affiant

Associated Doors Inc.  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of JULY, 2021, by Denny L. Hoff {insert name and title of Affiant}, who is personally known to me or has produced FDLEXP 1127 as identification.



Lina Villegas  
Notary Public  
My Commission Expires: August 7/2022

**BID BOND**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that Deady Hoff as Principal, and Associated Doors Inc as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of One Thousand Two Hundred Dollars (\$ 1,027.00) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

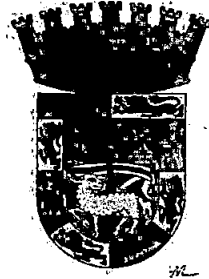
THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated 7-12, 2021.

For  
**MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**  
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 July 12 A.D., 2021, 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.



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

**BID NO: 21-51R**

**MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS  
COUNTY FIRE RESCUE**

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

**[www.sjcfl.us/Purchasing/index.aspx](http://www.sjcfl.us/Purchasing/index.aspx)**

**FINAL: 6/22/21**

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

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**FRONT END BID DOCUMENTS**

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Cost Proposal

“B” – Affidavit

“C” – Certificate as to Corporate Principal

“D” – License/Certification List

“E” – List of Proposed Sub-Contractors/Suppliers

“F” – Experience of Bidder

“G” – Conflict of Interest Disclosure Form

“H” – Drug-Free Workplace Form

“I” – Proof of Insurance

“J” – Claims, Liens, Litigation History

“K” – Equal Opportunity Report Statement

“L” – Non-collusion Certification

“M” – Local Preference

“N” – E-Verify Affidavit

Bid Bond

**SPECIFICATIONS**

**SEALED BID MAILING LABEL**

**END OF TABLE OF CONTENTS**

**BID NO: 21-51R****NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, July 14, 2021 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 21-51R: Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue.** Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

**Scope of Work:**

The awarded firm shall be responsible for providing any and all labor, materials, equipment, services and supervision necessary to perform maintenance and repairs for bay doors at nineteen (19) Fire Station locations throughout St Johns County. Services to include preventive maintenance checks, on-call emergency repair service, and regular repair service for: sectional doors, roll-up doors, and four-fold doors.

**Minimum Qualifications**

Bidders must be fully licensed to do business in the State of Florida, and provide proof thereof, with at least three (3) years of experience performing the work specified herein.

Upon award of and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

Copies of current licenses and certifications for the Bidder, sub-contractor(s), and suppliers must be provided with the submitted Bid Proposal.

**Bid Documents, Project Specifications and Drawings**

Bid Documents related to this bid may be obtained from DemandStar, Inc., at the following web address: [www.demandstar.com](http://www.demandstar.com) by requesting St. Johns County Bid Document # **21-51R**. For technical assistance with this Website please contact DemandStar Supplier Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/index.aspx> Check the County's site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from the Designated Point of Contact.

**Designated Point of Contact**

The County's Designated Point of Contact for this Bid is Shelly Vongchanta, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be submitted via email to [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us). In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, bidders may contact Leigh A. Daniels, CPPB, Purchasing Manager at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)

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

**Questions**

Any and all questions related to this solicitation shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM) on **Thursday, July 8, 2021**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by 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 J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: \_\_\_\_\_  
Deputy Clerk

# **FRONT END BID DOCUMENTS**

**BID NO: 21-51R**

**INSTRUCTION TO BIDDERS**

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

**PROJECT:** Bid No: 21-51R; Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue

**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 if 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 signing and submitting his Bid, represents that he has read and understands the Bid Documents and his Bid is made in accordance herewith: he 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.

By submitting a bid, each Bidder certifies that he/she is only interested in the bid submitted by their firm, and that the Bidder has no interest in any other submitted Bid Proposal that is received by the County. In the event it is discovered that a Bidder is interested in more than one bid proposal for this project, it shall be cause for disqualification of the bidder from consideration for award.

## **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](http://www.demandstar.com) or the Designated Point of Contact, 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 Bid Documents. The County, in making copies of the Bid 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 County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the County, to reach him at least **six (6) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the Bid Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid 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 Bid Documents by the County or its Representative **five (5) days** prior to Bid receiving date. However, the County reserves the authority to decrease this time depending on the necessity of such change.

## **SUBSTITUTIONS**

The materials, products and equipment described in the Bid 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 **six (6) 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, Procurement Coordinator, St. Johns County, FL. Any and all questions and/or inquiries shall be directed, *in writing*, via email to [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us). In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

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

## QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM) on **Thursday, July 8, 2021**, 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 signed copy of each issued addendum must be included in the submitted bid proposal. Failure to provide signed copies of each addendum may result in a bid proposal being deemed non-responsive.

## BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein by or before 2:00PM EDST on **Wednesday, July 14, 2021**. 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 top left hand corner and recite: "**Bid No: 21-51R; Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue**"

### *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.

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.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

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

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

### **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 five percent (5%) of the Total Bid amount for Annual Maintenance submitted on the Official County Bid Form, 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 "C" – 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 "C" – 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 Document. 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 the 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 by or before the time designated for the receipt of Bids provided that they are then fully in conformance with the Bid Documents.

### **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**

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

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

**Rejection of Bids:** The County shall reject any material, supplies, or equipment that do not meet the specifications provided herein. 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 waive any minor formality or irregularity in any Bid received.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

It is the intent of the County to award the lowest responsive, responsible Bidder(s), or lowest responsive, responsible Local Bidder, provided the submitted bid is responsive to the requirements of this Request for Bids. The County reserves the right to split the award between multiple low bidders, if doing so provides a cost savings, and serves the best interest of the County.

If an award is made, 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.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

### **LOCAL PREFERENCE**

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award.

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

### **CONTRACT DURATION & RENEWAL**

If awarded, the initial contract term shall be for a period of three (3) calendar years, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract may be renewed in one (1) year increments, for a maximum of 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. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

**COOPERATIVE OR PIGGYBACK PURCHASE:** Any awarded firm(s) under this bid agree(s) that such constitutes a bid price to all State, County, Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their firm to do so.

**PRICING**

Unit prices submitted shall be per location per inspection, based on schedule, and shall include any and all labor, materials, transportation, equipment, tax and supervision for the performance of inspection and repair to bay doors and sectional doors at St Johns County Fire Rescue locations. **Prices submitted are final cost to the County.**

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, unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

**PAYMENT TERMS**

Payment terms are Net Thirty (30) days, in accordance with Chapter 218.74(2) Florida Statutes.

**PAYMENT/INVOICE**

The Contractor shall submit an invoice to the SJC Fire Rescue Department at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month.

Invoices must contain the following information:

- Vendor Information (Name, Address, Phone, Etc)
- Date of Invoice, Invoice Number
- Purchase order number, Master Contract Number, Bid Number
- Itemization of each repair to include:
  - Description
  - Parts
  - Labor Hours
  - Total Amount of Invoice
  - Date(s) of Service

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted to the delivery addresses provided herein.

St Johns County Fire Rescue Administration  
Attn: Amy Land  
3657 Gaines Road  
St. Augustine, FL 32084

**MINIMUM QUALIFICATIONS OF VENDORS**

Bidders must be currently licensed to do business in the State of Florida, and have at least three (3) years of experience of similar type and scope. Each Bidder must complete Attachment "D" – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above.

Each Bidder must also complete Attachment "F" – Experience of Bidder listing experience.

The awarded firm(s) must obtain and show proof of a Local Business Tax Receipt for St. Johns County, FL prior to execution of a contract.

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

#### **EQUAL EMPLOYMENT OPPORTUNITY**

Awarded firm(s) agree to comply with the requirements of Chapter 760, Florida Statutes, and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended.

#### **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.

#### **COMPLIANCE WITH CLEAN AIR ACT**

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

#### **ENERGY CONSERVATION**

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

#### **OSHA REQUIREMENTS**

The Contractor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

## **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Bidder further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the contractor and their employees shall be ANSI certified and meet OSHA standards.

## **TRAINING AND EDUCATION**

Contractors will ensure that Contractor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of:

- 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocution Hazards.

## **TOXIC SUBSTANCES/FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS**

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Contractor(s) performing under this contract shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis. If performing work on site, it is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, contractors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

## **HAZARD COMMUNICATION**

Contractors working on the jobsite are required to bring copies of all Safety Data Sheets (SDS) for hazardous materials they are bringing on the jobsite so that the information is accessible to all St. Johns County employees. It is preferred that each contractor bring their hazardous communication program and SDS in a binder labeled with the contractor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, contractors shall take their information with them.

## **TERMINATION**

Failure on the part of the Vendor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Vendor 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 Vendor shall then have three (3) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken within the three (3) consecutive calendar days, the Contract Agreement

may be terminated by St. Johns County for cause, upon giving ten (10) consecutive calendar days written notice to the Vendor. Issuance of more than one (1) Notice of Default during the term of the Contract shall be grounds for termination.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) consecutive calendar days written notice to the Vendor 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 for the required services in order to enter into a contract with that Vendor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

### **SUBCONTRACTORS**

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 "E", 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 its option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Vendor, Subcontractor, 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. Any and all subcontractor personnel, provided by the Contractor to perform any work under the awarded Contract shall be required to submit to and clear the required background checks as provided herein.

### **BACKGROUND CHECKS**

The lowest, responsive, responsible Bidder shall be required to submit any and all personnel and proposed sub-contractor personnel who will be performing any services on SJC Facility Property at any time throughout the duration of the contract for background checks by St. Johns County. Any individuals who do not receive clearance from St. Johns County shall not be permitted to perform any work under this contract.

Upon determination of a lowest, responsive, responsible bidder, St. Johns County will distribute to the low bidder necessary instructions on submitting individuals for the background checks.

The Contractor shall be responsible for ensuring that any and all employees and sub-contractor provided employees hired after the beginning date of the contract are submitted to St. Johns County to have a background check run, prior to performing any services under the contract.

If, at any time, St. Johns County discovers that employees, or sub-contractor provided employees are performing work under this contract without having a background check as required above, St. Johns County reserves the right to terminate the contract for breach.

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

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

### **EXECUTION OF CONTRACT DOCUMENTS**

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

## **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 shall maintain during the life of this 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 Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

The awarded firm(s) shall demonstrate 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 the Contractor.

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

## **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 paragraph 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.

## **TAXES**

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

## **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)**

**END OF SECTION**

**OFFICIAL COUNTY BID FORM  
WITH ATTACHMENTS**

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

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

**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: 21-51R; Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue** in St. Johns County, Florida, the undersigned proposes to furnish all labor, materials, transportation and supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal summarized as follows:

If awarded a Purchase Order and contract on the basis of this bid proposal, the undersigned pledges to provide the materials and services as specified in the Bid Proposal and County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The undersigned declares that the statements and representations made in this bid proposal are true in every respect and that the said proposal is, in all respects, fair and made without collusion or fraud, and that no member of the St. Johns County Board, or any other agent or employee of the County, directly or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

**MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**TOTAL ANNUAL BID \$** \_\_\_\_\_  
(From Attachment "A") Amount Written in Numerals

\_\_\_\_\_/100  
Amount Written in Words

**Price must be inclusive of any labor, installation, taxes, supervision, surcharges or any other incidental costs. Price is final cost to the County.**

Each Bidder shall type, or print legibly, in blue or black ink. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

The Total Annual Price shall be the extended price for all locations and schedules, based on the unit prices and extended price totals (Attachment A). In the event of a discrepancy between the unit price and extended prices, the unit price shall prevail.

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

During the preparation of the Bid, the following addenda, if any, were received, and are hereby acknowledged:

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

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

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

The Undersigned hereby declares that no person or persons, firm, or corporation, other than the undersigned are interested in this bid proposal, as principals, and that this bid proposal is made without collusion with any person, firm, or corporation, and the undersigned has carefully examined, and is thoroughly familiar with the requirements and specifications of this Bid.

The Undersigned certifies that the equipment presented in the submitted bid proposal meets or exceeds the County specifications. The Undersigned certifies that a full examination of the location of the proposed work and the sources of supply of materials has been completed, and agrees to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown herein are approximate only, and will fully complete all requirements provided herein within the same time limit specified in the Bid Documents as indicated above.

**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 Including Fully Acknowledged Addenda Applicable to this Bid
- "A" – Cost Proposal
- "B" – Affidavit
- "C" – Certificate as to Corporate Principal
- "D" – License/Certification List
- "E" – List of Proposed Sub-Contractors/Suppliers
- "F" – Experience of Bidder
- "G" – Conflict of Interest Disclosure Form
- "H" – Drug-Free Workplace Form
- "I" – Proof of Insurance
- "J" – Claims, Liens, Litigation History
- "K" – Equal Opportunity Report Statement
- "L" – Non-collusion Certification
- "M" – Local Preference
- "N" – E-Verify Affidavit
- Bid Bond

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N" 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. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "A"**

Note: All unit prices submitted below shall include labor, equipment, transportation, integration and any and all other costs associated with quarterly preventive maintenance inspections in accordance with the requirements provided herein.

The Total Annual Bid Price shall be the extended price for all locations and schedules, based on per inspection prices and extended price totals. In the event of a discrepancy between the unit price and extended prices, the unit price shall prevail.

Prices shall be quoted F.O.B. destination and shall be final cost to the County for each item below:

<b>ITEM NO.</b>	<b>Location/ # of Doors</b>	<b>Per Inspection Price</b>	<b>Annual Cost = Per Inspection Rate X 4</b>	<b>Extended Price</b>
1	Fire Rescue Administration: 3657 Gaines Road/ 4 Rollup Doors	\$	\$	\$
2	Fire Station 1: 130 Canal Blvd/ 6 Rollup Doors	\$	\$	\$
3	Fire Station 2: 1120 Sheffield Road/ 6 Rollup Doors	\$	\$	\$
4	Fire Station 3: 6010 State Road 13 N/ 6 Rollup Doors	\$	\$	\$
5	Fire Station 4: 3400 County Rd 208/ 4 Rollup Doors	\$	\$	\$
6	Fire Station 5: 3370 US Highway 1 South/ 8 Fourfold Doors	\$	\$	\$
7	Fire Station 6: 5865 A1A South/ 6 Rollup Doors	\$	\$	\$
8	Fire Station 7: 370 A1A Beach Blvd/ 3 Sectional Doors	\$	\$	\$
9	Fire Station 8: 7985 Morrison Road/ 6 Rollup Doors	\$	\$	\$

ITEM NO.	LOCATION	Per Inspection Price	Annual Cost = Per Inspection Rate X 4	Extended Price
10	Fire Station 9: 2998 S. Ponte Vedra Blvd/ 2 Rollup Doors	\$	\$	\$
11	Fire Station 10: 155 Library Blvd/ 6 Rollup Doors	\$	\$	\$
12	Fire Station 12: 4505 Avenue A #B/ 4 Rollup Doors	\$	\$	\$
13	Fire Station 13: 988 County Road 13 S/ 2 Rollup Doors	\$	\$	\$
14	Fire Station 14: 1255 W King Street/ 6 Rollup Doors	\$	\$	\$
15	Fire Station 15: 220 Pine Island Road/ 6 Rollup Doors	\$	\$	\$
16	Fire Station 16: 235 Murabella Pkwy/ 6 Rollup Doors	\$	\$	\$
17	Fire Station 17: 10001 Cartwheel Bay Ave/ 6 Rollup Doors	\$	\$	\$
18	Fire Station 18: 1055 Crosswater Pkwy/ 6 Fourfold Doors	\$	\$	\$
19	Fire Station 19: 205 Veterans Pkwy/ 6 Fourfold Doors	\$	\$	\$
<b>ANNUAL TOTAL FOR ALL LOCATIONS</b> (Please Use this number on the Bid Page)				\$

**ATTACHMENT "A"**  
**CONTINUED**

<b>ITEM</b>	<b>COST/MARK-UP</b>
Hourly Labor Rate (During Working Hours)	\$ /hour
Hourly Labor Rate (Emergencies or Non-working Hours)	\$ /hour
Percent Mark-up for Materials	%

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "B"**

**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: 21-51R; Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

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

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

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

Notary Public:  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed

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

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

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "C"**

**CERTIFICATES AS TO CORPORATE PRINCIPAL**

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

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Corporate Seal

(STATE OF FLORIDA  
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D.

NOTARY PUBLIC  
State of Florida-at-large

My Commission Expires:

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





**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "F"**

**EXPERIENCE OF BIDDER**

Bidder acknowledges that he is fully licensed to perform work in the State of Florida.

Bidders must have successfully completed, as a Prime or Sub-contractor, at least three (3) projects, in the past three (3) years, of similar type and size of the project described herein.

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

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

<b>DATE OF CONTRACT</b>	<b>CLIENT'S NAME, ADDRESS, PHONE AND EMAIL</b>	<b>CONTRACT AMOUNT</b>	<b>PROJECT AND LOCATION</b>

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

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

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "G"**

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

Project Number/Description: Bid No: 21-51R; Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue

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 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.

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

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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. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "H"**

**St. Johns County Board of County Commissioners  
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. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "I"**

**Proof of Insurance**

Respondents shall provide certificates of insurance as part of their submittal package. Certificates of insurance shall meet or exceed the requirements as described under Insurance.

Failure to provide proof of current insurance coverage or ability to obtain the required coverages may result in being deemed non-responsive and removed from further consideration.

(Attach or insert copy of "Certificate of Insurance" here)

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "J"**

**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. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "K"**

**EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent (Proposer) shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Contractor shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a sub-Contractor or vendor as a result of such direction by the

administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

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

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "L"**

**NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Firm receiving a contract or award resulting from the Sealed Bid issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Proposal submitted in response to the Request for Proposals or in return for execution of a contract for performance or provision of services for which Proposals are herein sought.

Handwritten Signature of Authorized Principal(s):

NAME (print): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

NAME OF FIRM/PARTNERSHIP/CORPORATION:

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

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "M"**

**LOCAL PREFERENCE**

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "M" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "M".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this BID.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this BID.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual \_\_\_\_\_

Respondent is **not** a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual \_\_\_\_\_

\_\_\_\_\_  
Signature – Authorized Respondent Representative

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

\_\_\_\_\_  
Date of Signature

**BID NO. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**ATTACHMENT "N"**

**E-VERIFY AFFIDAVIT**

**Contract No.: Bid No: 21-51R; Maintenance and Repairs to Bay Doors for St Johns County Fire Rescue**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (hereinafter "Affiant"), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. \_\_\_\_\_ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name of Affiant

\_\_\_\_\_  
Printed Title of Affiant

\_\_\_\_\_  
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ {insert name and title of Affiant}, who is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**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**  
**MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**  
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: 21-51R**

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. 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE**

**SPECIFICATIONS**

**SCOPE OF SERVICES:**

**Contractor shall:**

- Have and maintain a thorough knowledge of commercial overhead/four-fold door systems.
- Provide preventive maintenance and repairs of bay doors based on an hourly rate and markup of parts
- Provide all vehicles, lifts and tools needed for work
- Maintain any and all professional licenses; to include a Class II Garage Door Installer License
- Coordinate all access to properties with the Fire Rescue Logistics Coordinator or designee
- Clean and remove all debris and trash after completion of a repair and/or inspection
- Warranty all labor for one year and honor manufacturers' warranties on materials

**PREVENTIVE MAINTENANCE:**

- Work shall be performed during the County's regular working hours. Regular Working Hours are 8:00AM – 5:00 PM, Monday through Friday excluding, Holidays and Weekends.
- Work shall be billed for actual time on County location
- Contractor shall contact the Fire Rescue Logistics Coordinator to schedule the quarterly inspections or repairs. Approval from the County must be obtained prior to any work being performed.
- If the County should require examinations, minor adjustments or callback services to be made after regular working hours, due to Contractor error or failure to complete the job within regular working hours, the Contractor shall be responsible for any charges over and above the normal rate
- All work shall be performed by fully trained and experienced repair and service personnel
- A report listing all items checked, conditions found, and any corrective actions taken or recommended shall be forwarded to the Fire Rescue Logistics Coordinator from the Contractor no later than five (5) working days from service date
- In the event a minor repair or part replacement is required at the time of inspection, authorization for the work shall be obtained from the Fire Recue Logistics Coordinator.
- In the event a condition is found that poses a safety hazard or requires immediate attention, authorization for work shall be obtained from the Fire Rescue Logistics Coordinator. If the Fire Logistics Coordinator is unavailable, scheduling or repairs can be authorized by the on-site battalion supervisor. Approval must be obtained prior to any work being performed.
- All Doors have Electric Door Openers
- **FOUR FOLD DOORS**
  - Check guides, mounts, upper and lower hangers, panel covers, exposed low voltage wires, door connector brackets and belts/chains (remove any accumulated dust, dirt and debris)
  - Check, adjust and/or lubricate drive chain, limit switches, limit chain, reversing edge, photo eye, motor and mounting hardware
- **SECTIONAL DOORS**
  - Check all cables, rollers, track, sections, glass stops, hinges, bottom seal, top and bottom fixtures, head plates and spring brackets
  - Check, adjust and/or lubricate torsion springs, rollers, center shaft couplings, drum bearings and all adjustable fixtures
- **ROLLUP DOORS**
  - Check all slat connectors, bottom bar and seal, guide bolts, connecting slat, head brackets and hood
  - Check, adjust and/or lubricate torsion barrel assembly, bearings, guides and curtain stops
- **ELECTRIC OPERATORS**
  - Check track, mounts, front and rear hangers, panel covers, exposed low voltage wires, door connector brackets and belts (remove any accumulated dust, dirt or debris)
  - Check, adjust and/or lubricate drive chain, carriage limit switches, limit chain, reversing edge, photo eye

motor and frame belts

### **REGULAR MAINTENANCE**

- Work shall be performed during the County's regular working hours. Regular Working Hours are 8:00AM – 5:00 PM, Monday through Friday, excluding Holidays and Weekends.
- Work shall be billed for actual time on County location
- The Fire Rescue Logistics Coordinator will contact the Contractor to request and schedule repairs. Approval from the County must be obtained prior to any work being performed.
- If the County should require examinations, minor adjustments or callback services to be made after regular working hours, due to Contractor error or failure to complete the job within regular working hours, the Contractor shall be responsible for any charges over and above the normal rate
- All work shall be performed by fully trained and experienced repair and service personnel

### **EMERGENCY REPAIRS**

- On-Call Technician shall respond to emergency calls within two (2) hours
- Work shall be billed for actual time on County location
- Authorization for emergency repair work shall be obtained from the Fire Rescue Logistics Coordinator. If the Fire Logistics Coordinator is unavailable, emergency repairs can be authorized by the on-site battalion supervisor. Approval must be obtained prior to any work being performed
- All work shall be performed by fully trained and experienced repair and service personnel

**SEALED BID MAILING LABEL**

**BID NO: 21-51R; MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE  
RESCUE**

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

<b>SEALED BID • DO NOT OPEN</b>	
SEALED BID NO.:	<b>BID NO: 21-51R</b>
BID TITLE:	<b>MAINTENANCE AND REPAIRS TO BAY DOORS FOR ST JOHNS COUNTY FIRE RESCUE</b>
DUE DATE/TIME:	<b>By 2:00PM – July 14, 2021</b>
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine FL 32084

