

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 21-42 AND TO EXECUTE AN AGREEMENT FOR ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with St Johns County Council On Aging, Inc. dba Coastal Transportation for shuttle services at St Augustine Amphitheatre; and

**WHEREAS**, the scope of the project shall consist of providing a customer-oriented, high-quality reliable shuttle service on an "as needed basis" to and from two (2) off-site parking areas for approximately fifty (50) ticketed events and ten (10) free events per year at the St. Augustine Amphitheatre; and

**WHEREAS**, through the County's sealed Bid process, St Johns County Council On Aging, Inc. dba Coastal Transportation, is the lowest, responsive, responsible vendor to enter into a contract with the County to perform the work referenced above; and

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

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA AS FOLLOWS:**

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

Section 2. The County Administrator, or designee, is hereby authorized to award Bid 21-42 to St Johns County Council On Aging, Inc. dba Coastal Transportation.

Section 3. The County Administrator, or designee, is further authorized to execute the attached draft contract with St Johns County Council On Aging, Inc. dba Coastal Transportation on behalf of the County for a service contract as provided in Bid 21-42. The contract will be finalized and in substantial conformance with the attached draft contract.

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 27 day of February, 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: Pam Helterman  
Deputy Clerk

**RENDITION DATE** 2/24/21





**CONTRACT AGREEMENT**  
**Bid No: 21-42; St Augustine Amphitheatre Shuttle Services**  
**Master Contract #: 21-MCC-STJ-13104**

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 **St. Johns County Council on Aging dba Coastal Transportation** ("Contractor"), authorized to do business in the State of Florida, with principal offices located at 180 Marine Street, St. Augustine, FL 32084; Phone: (904) 209-3638; Fax: (904) 209-3654 and Email: [wreyes@stjohnscoa.com](mailto:wreyes@stjohnscoa.com).

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

**ARTICLE 1 – DURATION**

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, and shall remain in effect for an initial contract term of three (3) calendar years and shall have three (3) one (1) year renewal options, exercisable by the County, contingent upon satisfactory performance by the Contractor, and legally appropriated funds are available each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents, and renewal or extension serves the best interest of St. Johns County.

**ARTICLE 2 – ENUMERATION OF CONTRACT DOCUMENTS**

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

**ARTICLE 3 – SERVICES**

The Contractor's responsibility under this Agreement is to provide a customer-oriented, high-quality reliable shuttle service on an "as needed basis" to and from two (2) off-site parking areas for approximately fifty (50) ticketed events and ten (10) free events per year at the St. Augustine Amphitheatre located at 1340C A1A South, St. Augustine, FL 32080. The awarded Contractor(s) shall be responsible for providing any and all equipment, materials, labor, supervision and transportation, necessary to perform the required services in accordance with Bid No: 21-42 and as otherwise provided herein.

**ARTICLE 4 – SCHEDULE**

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with as-needed services to and from off-site parking areas for approximately fifty (50) ticketed events and ten (10) free events per year as coordinated with the authorized County designee(s) throughout the duration of this Agreement. No changes to said schedule shall be made without prior written authorization by the County.

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

- A. The County shall compensate the Contractor based upon the Unit Pricing detailed on Exhibit "A" for an Hourly Rate of thirty five dollars (\$35.00). The maximum amount available as compensation to Contractor under this Contract Agreement shall not exceed the annual amount budgeted by St. Johns County Cultural Events Department for services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion of the required services as provided 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 on a monthly basis. 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 sub-contractors or materials suppliers 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 Monthly Invoicing Form 1551, 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 Contractors or 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 shall be delivered to:
- St Augustine Amphitheatre  
Attn: Elizabeth Glasgow  
1340C A1A South  
St. Augustine, FL 32080
- 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) consecutive calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least ten (10) consecutive 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 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.
- B. 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.
- C. 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, Contractor, or material supplier based upon prior unsatisfactory performance.

#### **ARTICLE 12 – E-VERIFY**

The Contractor shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement. Additionally, the Contractor shall expressly require any and all sub-contractors and sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement.

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

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

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

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

The Contractor shall maintain throughout the duration of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

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

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

## **ARTICLE 16 - INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Contractor's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

## **ARTICLE 17 - SUCCESSORS AND ASSIGNS**

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

## **ARTICLE 18 - NO THIRD PARTY BENEFICIARIES**

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

## **ARTICLE 19 - REMEDIES**

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of 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**

Notwithstanding any other provision to the contrary, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform its obligations hereunder (other than the obligation of payment) as a result of natural or public health emergencies; force majeure; the County's omissive and commissive failures; freight embargoes; governmentally-imposed moratorium, law or regulation related to the services described herein; or other unforeseen event, circumstance, condition or matter beyond the reasonable control of that party. Such party shall be relieved from liability for its failure to perform until the cessation of such event, circumstance, condition, or matter.

If the Contractor is delayed in completing the services described herein, upon the Contractor's request, the County, in its sole discretion may consider the cause and extent of the delay, 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:

St. Johns County Council on Aging  
dba Coastal Transportation  
**Attn: Wayne A. Reyes, Manager**  
180 Marine Street  
St. Augustine, FL 32084

### **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 Agreement on the day and year below noted.

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**Bid No: 21-42; St Augustine Amphitheatre Shuttle Services  
Master Contract #: 21-MCC-STJ-13104**

**COUNTY:**

St. Johns County, FL

Full Legal Name

By: \_\_\_\_\_  
Signature of County Representative

Leigh A. Daniels, CPPB  
Printed Name - County Representative

Purchasing Manager  
Printed Title -- County Representative

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

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

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

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

**LEGALLY SUFFICIENT**

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

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

**CONTRACTOR:**

St. Johns County Council on Aging dba  
Coastal Transportation

Company Name

By: \_\_\_\_\_  
Signature of Contractor Representative

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

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

**Bid No: 21-42; St Augustine Amphitheatre Shuttle Services  
Master Contract #: 21-MCC-STJ-13104**

**EXHIBIT "A"  
CONTRACT PRICING**

Basis of compensation shall be made in accordance with the unit prices as submitted on the proposal. The unit 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 by applicable Contract Amendment.

Pricing adjustments will be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the Contractor and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

Note: Any and all fees, charges, and costs must be inclusive of any and all equipment, materials, labor, fuel, supervision and transportation, and all other costs, fees, or charges associated with providing the required services in associated within the Beach Shuttle Services hourly rate per shuttle.

<b>ANASTASIA STATE PARK ROUTE EQUIPMENT LISTING &amp; CAPACITY PER EQUIPMENT</b>	<b>PRICE PER SHUTTLE/HOUR</b>
Shuttle No. 1: 2015 E350, 14 Passenger Bus	\$35.00
Shuttle No. 2: 2016 E350, 14 Passenger Bus	\$35.00
Shuttle No. 3: 2016 E450, 25 Passenger Bus	\$35.00
<b>ANASTASIA ROUTE SUBTOTAL</b>	<b>\$35.00</b>
<b>R.B. HUNT ELEMENTARY ROUTE EQUIPMENT LISTING &amp; CAPACITY PER EQUIPMENT</b>	<b>PRICE PER SHUTTLE/HOUR</b>
Shuttle No. 1: 2020 Trans 350, 14 Passenger Bus	\$35.00
Shuttle No. 2: 2020 E450, 25 Passenger Bus	\$35.00
<b>R.B. HUNT ELEMENTARY ROUTE SUBTOTAL</b>	<b>\$35.00</b>
<b>GRAND TOTAL</b> (ANASTASIA ROUTE SUBTOTAL + R.B. HUNT ELEMENTARY SUBTOTAL)	<b>\$175.00/HOUR</b>

**Bid No: 21-42; St Augustine Amphitheatre Shuttle Services**  
**Master Contract #: 21-MCC-STJ-13104**

**EXHIBIT "C"**  
**MINIMUM SPECIFICATIONS & CONDITIONS**

**SCOPE OF WORK**

Contractor shall provide high-quality reliable shuttle services on an "as needed basis" to and from off-site parking areas for approximately fifty (50) ticketed events per year and ten (10) free events per year at the St. Augustine Amphitheater.

**Facilities Description, Routes, and Schedule:**

The County strives to offer concert goers with a top-tier experience and access to the finest local, national, and international concerts at the St. Augustine Amphitheatre. The Amphitheatre is a 4,800 capacity outdoor venue located at 1340C A1A South, St. Augustine, FL 32080. The facility sits in a natural landscape at the edge of Anastasia State Park and is approximately 0.5 miles from the beach and has limited on-site parking availability. The County has ongoing agreements with the State of Florida Anastasia State Park located at 300 Anastasia Park Rd, St. Augustine, FL 32080, and the St. Johns County School District R.B. Hunt Elementary School located at 125 Magnolia Drive, St. Augustine, FL 32080 to accommodate off-site parking for events. The shuttles to and from the off-site parking lot at Anastasia State Park will utilize an internal unpaved road to transport patrons to and from the Amphitheatre, as outlined in the bid documents and illustrated on Map "A." The shuttles to and from the R.B. Hunt Elementary school parking lot must utilize State Road A1A, as outlined in the bid documents and illustrated on Map "B." In a typical year, shows are scheduled from mid-February through mid-December.

Respondents must have experience operating a shuttle service in areas with pedestrian traffic.

Contractor shall have various responsibilities that must be performed as required by the Contract. These responsibilities include but are not limited to the following:

**Shuttle Vehicles:**

Contractor shall be required to provide an adequate number of safe, visually appealing, clean, shuttle vehicles at each scheduled event.

Collectively the fleet of shuttle vehicles must be able to operate on State Road A1A.

The fleet of shuttle vehicles utilized at each event shall conform to the standards required by the Americans with Disabilities Act (ADA)

All shuttle vehicles shall be equipped with all appropriate safety equipment and two-way communications to be provided by the Contractor.

Unless an open-air shuttle with doors is provided, shuttle vehicles shall have heating and air conditioning systems that are fully operative every day the shuttles are in service.

**Services:**

Contractor will supply a sufficient number of shuttle vehicles and drivers to safely and efficiently transport concert patrons between the St. Augustine Amphitheatre (Venue), the Anastasia State Park parking lot (Point A), and the RB Hunt Soccer Field parking lot (Point B) according to the following specifications:

- Point A to Venue, Venue to Point A (2.28 miles round trip - see attached Map A)
- Point B to Venue, Venue to Point B (1.70 miles round trip - see attached Map B)

Shuttles will operate continuously from the scheduled start time until released by designated Venue staff.

Shuttles will not deviate from the above mentioned routes and shall not pick-up or drop-off passengers from locations other than the Venue, Point A, and Point B. There will be no stops between pick-up locations and drop-off locations.

Passengers will ride free of charge. While gratuities are not required, drivers may accept if offered.

Contractor must supply a sufficient number of vehicles so that:

- o A vehicle is arriving/departing each location every eight (8) minutes
- o A passenger does not wait in line longer than thirty (30) minutes for a transport

Contractor shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public shuttles and while utilizing any and all routes provided herein.

No other services outside of loading and offloading passengers shall be required.

**Hours of Operations:**

The hours of operation for the Amphitheater shuttle services vary depending on the timing of each event. For the majority of events, shuttles will run continuously from approximately 4:30pm to 12:00am. Shuttles will transport an average of 3,000 patrons (but up to 4,800 patrons) with an average shuttle wait times of no more than 30 minutes.

**Additions/Deletions:**

The County reserves the right to add and/or delete Shuttle Services at any County location at any time throughout the duration of the Contract. If at any time the County should require any Shuttle Services that are not priced in the Bid, a County representative shall request a proposal for the services in writing. Any addition of services shall be authorized with a Contract Amendment signed by both parties. The County reserves the right to add, reduce, or remove service dates or hours of operations from the contract with or without notice to the Contractor.

**Management & Supervision:**

The Contractor shall be responsible for adequately staffing to provide satisfactory service to patrons, managing and maintaining a fleet of safe, visibly appealing, clean shuttle vehicles as well as other necessary service support equipment and resolving conflicts.

The awarded Contractor shall provide the County with a list of key personnel including contact information. For the duration of the contract, the Contractor shall be obligated to ensure that the information contained in the list is current.

The Contractor shall meet with the County annually to present/discuss proposals and innovative ideas for improving the operation of the shuttle services. The County may require additional meetings and coordination with the Contractor to ensure compliance with the terms of the Contract and to appropriately evaluate performance of the Contractor.

The Contractor shall develop and implement Standard Operating Procedures and additional documents as necessary for review and approval by the County. Once approved, the Contractor may not make any substantive changes to these established documents without prior written approval from the County.

**Signage and Branding:**

All signage, including that displayed on the shuttles, must be of professional quality. The artwork and location of all permanent, mounted or reusable temporary signage must receive prior written approval from the County. Temporary signage should be kept to a minimum and may not clutter or obstruct access or use of the facility by patrons and must be collected at the end of each show.

**Facility Damage:**

The Contractor shall be responsible for any and all damages caused to the facility resulting from the operation of the shuttles. In the event that damage occurs, the County shall notify the Contractor within seventy-two (72) hours of discovery. The County shall take photos of the damage before authorizing any repairs and shall invoice the Contractor any and all costs associated with repair of damages, incurred by the County, including, but not limited to costs for County Staff time. The Contractor shall pay the County for any damages by or before the fifteenth (15th) of the following month for these charges. Failure to pay by or before the fifteenth (15th) of the following month shall place the Contractor in default of the terms of the Contract.

**Safety:**

**Compliance with Occupational Safety and Health Act** - Contractor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA/ANSI requirements. Contractor further certifies that if the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA/ANSI 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.

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 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.

**Fire Extinguishers** - Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

**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 the Occupational Safety and Health Administration (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, and handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. 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 using 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. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

**Staff/Employees:**

The Contractor shall be responsible for hiring sufficient staff to provide all of the services required under this contract agreement. All staff shall be required to obtain and maintain throughout the duration of the contract, any and all certifications required for operating a shuttle vehicle, in accordance with Florida Statutes, and all other applicable federal, state, and local, regulations, laws and codes.

The Contractor shall be required to perform background screenings on any and all employees and other personnel, including subcontractors that will perform services, at any time, on County property. The Contractor shall certify, in writing, that all personnel proposed to perform work under the Contract have been screened through the appropriate method outlined below, prior to any work being performed. Any and all Contractor provided personnel performing services on County property, under this Agreement, must be properly screened.

Any and all proposed employees of the Contractor shall also be required to submit to a drug screening prior to award of a contract agreement. Upon notification of intended award of a Contract, any and all Contractor employees shall undergo a full drug screening, at the sole cost of the Contractor. The results of the drug screenings shall be submitted to St. Johns County within seven (7) business days of receipt. Any drug screenings resulting in a "fail" shall disallow any employee from being permitted to perform any work for the County.

Employees must pass both the background and drug screenings prior to performing any work under this contract agreement. Additionally, at the time of each option to renew the contract, the Contractor may be required to re-submit any and all employees for background checks and/or drug screenings in order to exercise any of the available one (1) year extensions available under the Contract. This requirement shall be at the sole discretion of the County.

For all employees receiving a result of "pass", badges and/or keys shall be issued as required to provide the Contractor with sufficient access to the facility in order to perform the services.

**Appropriate Conduct:**

The Contractor and staff are expected to adhere to accepted business principles in matters of professional and personal conduct and exhibit a high degree of personal integrity at all times. The Contractor and staff must refrain from behaviors that may be harmful to self and others or that might be viewed unfavorably by the County or the public.

Types of behavior and conduct that St. Johns County considers inappropriate include, but are not limited to, the following:

- Negligence.
- Inefficiency.
- Inability to perform assigned duties.
- Insubordination.
- Willful violation of County rules and regulations.
- Conduct unbecoming of a public employee

- Tardiness or lack of punctuality
- Misconduct.
- Use of alcoholic beverages or narcotics while engaged in County business.
- Reporting to work intoxicated or under the influence of non-prescribed drugs.
- Arrest of any crime involving moral misconduct.
- Arrest of a felony.
- Falsifying employment or other County records.
- Violating the Prohibition of Unlawful Harassment policy.
- Using County supplies/materials or other property for personal purposes.
- Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
- Fighting or using obscene, abusive, or threatening language or gestures while on the job.
- Stealing.
- Possessing unauthorized firearms.
- Disregarding safety or security regulations while conducting business or while on County property.
- Making false allegations or claims.
- Making unauthorized recordings.

### **PURCHASE ORDERS**

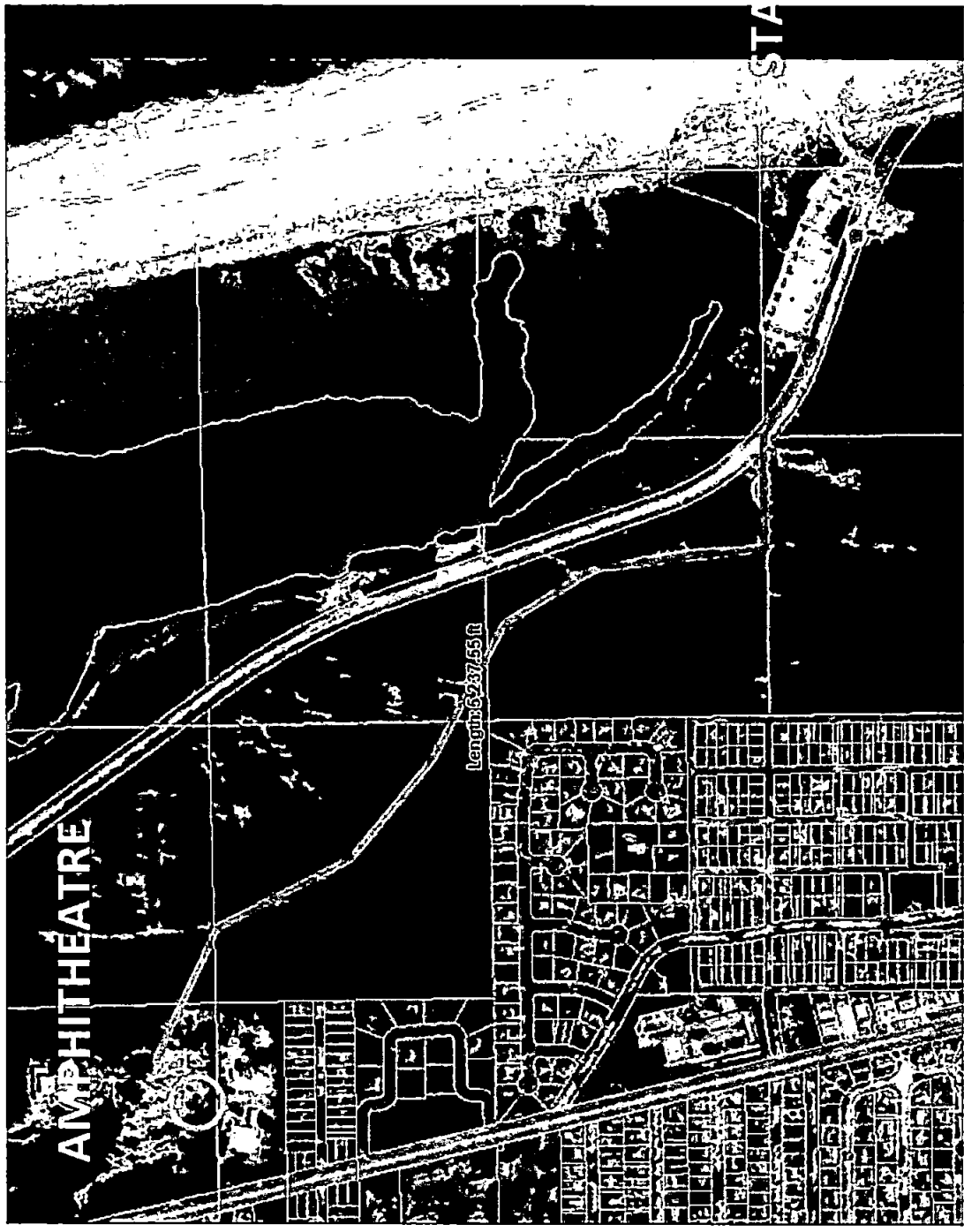
St. Johns County will issue a purchase order directly to the Contractor for reliable shuttle services to and from off-site parking areas for approximately 60 events per year at the St. Augustine Amphitheater on an "as needed basis". A Purchase Order will be issued to Contractor for the purpose of facilitating payment to the Contractor.

No service charges will be accepted and awarded. Contractors must provide shuttle services to and from off-site parking areas. Unit price shall be inclusive of any and all fees, charges, and costs and must be inclusive of any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with providing the required services at the St. Augustine Amphitheatre.

### **INVOICES AND PAYMENT**

The Contractor(s) shall invoice the County for each event within 10 business days of providing the service. Invoices which do not reference valid St. Johns County purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the Vendor to reconcile the purchase order and the Vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The Vendor shall submit any invoices to the department placing order upon completion of the approved and authorized services. Invoices shall clearly state the date the service was provided, the total number of shuttles provided broken down by shuttle type if appropriate, the cost per shuttle provided (hourly rate) and the total amount due from the County. The County shall issue payment within 30 days of receipt of the invoice. The Contractor(s) shall document by submitting an approved incident report form to County staff, any and all incidents involving patrons or County property before leaving the property at the end of the event. The Contractor(s) shall be willing and able to work with the County to resolve the cause of an incident if necessary and appropriate.

MAP A:



**MAP B:**





St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

January 4, 2021

RE: Bid No. 21-42; St Augustine Amphitheatre Shuttle Services

Please be advised that St. Johns County is issuing this notice of its Intent to Award a contract, to St Johns County Council on Aging (dba) Coastal Transportation, as the lowest responsive, responsible bidder under Bid No. 21-42; St Augustine Amphitheatre Shuttle Services. This notice will remain posted to the St. Johns County Purchasing Department bulletin board until 5:00 PM, Thursday, January 7, 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 a contract.

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

Sincerely,  
St. Johns County  
Board of County Commissioners

*Leigh A. Daniels*  
County Representative Signature

Date: 1/4/21

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:** Gabriel Pellicer, General Manager - Amphitheatre  
Carl Liberatore, Production Coordinator - Amphitheatre *CBL*

**FROM:** Shelly Vongchanta, Procurement Coordinator

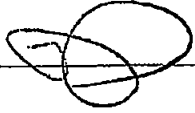
**SUBJECT:** Bid No. 21-42; St Augustine Amphitheatre Shuttle Services

**DATE:** December 2, 2020

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 January 4, 2021

Budget Amount \$80,000 approximately

Account Funding Title \_\_\_\_\_

Funding Charge Code 1451-53131

Award to Coastal Transportation

Award Amount \$35.00 per hour, per shuttle

ST JOHNS COUNTY  
JAN 04 '21  
PURCHASING

**ST. JOHNS COUNTY  
BID TABULATION**

BID TITLE ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED  
DECISION WITH RESPECT TO THE AWARD OF ANY BID,  
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

OPENED BY  
TABULATED BY  
VERIFIED BY

SHELLY VONGCHANTA  
APRIL BACON  
SHELLY VONGCHANTA *SV*

BID NUMBER 21-42

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME December 2, 2020 2:00 PM

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)  
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

POSTING DATE/TIME 12/02/20 4:00 PM  
12/07/20 4:00 PM

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION  
PROTEST PROCEDURES MAY BE OBTAINED IN THE  
PURCHASING DEPARTMENT.

BIDDERS	TOTAL BID PRICE	ADDENDUM #1	ADDENDUM #2				
COASTAL TRANSPORTATION	\$175.00	No	No	NONRESPONSIVE			
PHOENIX BUS INC	\$550.00	Yes	Yes				
ESCOT BUS LINES LLC	\$640.00	Yes	Yes				
EZEVENTRIDE INC	\$320.00	No	No	NONRESPONSIVE			

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

**ST. JOHNS COUNTY  
BID TABULATION**

BID TITLE ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED

OPENED BY SHELLY VONGCHANTA

SHELLY VONGCHANTA

DECISION WITH RESPECT TO THE AWARD OF ANY BID,

TABULATED BY APRIL BACON

APRIL BACON

BID NUMBER 21-42

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

VERIFIED BY SHELLY VONGCHANTA

SHELLY VONGCHANTA

OPENING DATE/TIME December 2, 2020 2:00 PM

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

POSTING DATE/TIME FROM 12/14/20 5:00 PM UNTIL 12/18/20 9:00 AM

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

BIDDERS	TOTAL BID PRICE	ADDENDUM #1	ADDENDUM #2				
COASTAL TRANSPORTATION	\$175.00	Yes	Yes				
PHOENIX BUS INC	\$550.00	Yes	Yes				
ESCOT BUS LINES LLC	\$640.00	Yes	Yes				
EZEVENTRIDE INC	\$320.00	Yes	Yes				

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

BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES

OFFICIAL COUNTY BID FORM  
ST. JOHNS COUNTY, FL

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

DATE SUBMITTED: Nov. 17 2021

BID PROPOSAL OF

St. Johns County Council on Aging (DBA) Coastal Transportation  
Full Legal Company Name

180 MARINE STREET, ST. AUGUSTINE, FL. 32084, 904-209-3638, 904-209-3654  
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 21-42: St. Augustine Amphitheatre Shuttle Services in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

**FOR: ST. AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

Note: Any and all fees, charges, and costs must be inclusive of any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with providing the required services. The Hourly Rate shall be the final cost to the County.

TOTAL BID PRICE FOR ANASTASIA ROUTE AND R.B. HUNT ELEMENTARY ROUTE

\$ 35.00

Total Hourly Rate for Both Routes Written in Numerals  
(Total Hourly Rate as Computed on Attachment "A")

\$ THIRTY FIVE DOLLARS + 00 CENTS

/100 Dollars

Total Hourly Rate for Both Routes Written in Words  
(Total Hourly Rate as Computed on Attachment "A")

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

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.

In the event of a discrepancy, the County shall determine the lowest, responsive, responsible bidder.

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

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

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

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

**CORPORATE/COMPANY**

Full Legal Company Name: ST. JOHN'S COUNTY COUNCIL ON AGING (DBA) COASTAL TRANSPORTATION

By: Wayne A. Reyes WAYNE A. REYES, MANAGER  
Signature of Authorized Representative (Name & Title typed or printed)

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

Address: 180 MARINE ST. ST. AUGUSTINE, FL. 32084

Telephone No.: (904) 209-3638, OFFICE Fax No.: (904) 209-3696

Email Address for Authorized Company Representative: WREYES@STJOHNSCOA.COM

Federal I.D. Tax Number: 59-1525829 DUNS #: 06290097  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Cost Proposal
  - Attachment "B" – Affidavit
  - Attachment "C" – License/Certification List
  - Attachment "D" – List of Proposed Sub-Contractor(s)
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" – Drug-Free Workplace Form
  - Attachment "G" – Proof of Insurance
  - Attachment "H" – Claims, Liens, and Litigation History
  - Attachment "I" – References
  - Attachment "J" – List of Equipment
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" 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: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**ATTACHMENT "A"**

**COST PROPOSAL**

All unit prices submitted below shall include labor, equipment, fuel, supervision and any and all charges necessary to provide shuttle services at the St Augustine Amphitheatre, located at 1340C A1A South, St. Augustine, FL 32080. All prices noted below shall be final cost to the County.

Contractor shall list all proposed shuttle equipment to be used on each route to transport up to 4,800 patrons per event, while ensuring the maximum 30-minute wait timeline is met. Three (3) shuttle vehicles with a minimum total combined passenger capacity of 66 patrons shall be listed for the Anastasia State Park Route. Two (2) shuttle vehicles with a minimum total combined passenger capacity of 44 patrons shall be listed for the R.B. Hunt Elementary Route.

Note: The number of shuttles used will vary depending on expected turnout. At its discretion, the County may adjust number of shuttles used for each event based on per shuttle per hour pricing.

In the event of a discrepancy between unit prices and extended prices, the Unit prices shall prevail.

***ADA CERTIFIED BUSES.***

ANASTASIA STATE PARK ROUTE EQUIPMENT LISTING & CAPACITY PER EQUIPMENT		PRICE PER SHUTTLE/HOUR
Shuttle No. 1: 2015 E 350 14 PSG Bus	\$ 35.00	
Shuttle No. 2: 2016 E 350 14 PSG Bus	\$ 35.00	
Shuttle No. 3: 2016 E 450, 25 PSG Bus	\$ 35.00	
<b>ANASTASIA ROUTE SUBTOTAL</b>	<b>\$105.00</b>	
R.B. HUNT ELEMENTARY ROUTE EQUIPMENT LISTING & CAPACITY PER EQUIPMENT		PRICE PER SHUTTLE/HOUR
Shuttle No. 1: 2020 TRANS 350, 14 PSG. Bus	\$ 35.00	
Shuttle No. 2: 2020 E 450, 25 PSG. Bus	\$ 35.00	
<b>R.B. HUNT ELEMENTARY ROUTE SUBTOTAL</b>	<b>\$ 70.00</b>	
<b>GRAND TOTAL</b> (ANASTASIA ROUTE SUBTOTAL + R.B. HUNT ELEMENTARY SUBTOTAL)	<b>\$ 175.00</b>	

**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**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 WAYNE A. REYES who being duly sworn, deposes and says he is MANAGER (Title) of the firm of COASTAL TRANSPORTATION (Bidder) submitting the attached proposal for the services covered by the bid documents for Bid No: 21-42: St. Augustine Amphitheatre Shuttle Services, 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.

COASTAL TRANSPORTATION  
(Bidder)

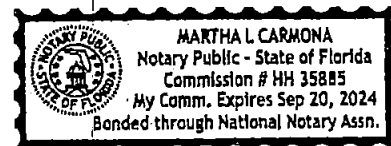
By: Wayne A. Reyes  
MANAGER  
(Title)

Sworn and subscribed to me this 16th day of November, 2020.

Notary Public: Martha L. Carmona  
Signature  
Martha L. Carmona  
Printed

My commission Expires: 9/20/24

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









**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**ATTACHMENT "F"**

**DRUG-FREE WORKPLACE FORM**

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

COASTAL TRANSPORTATION 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.

Lisa C. Low

Signature

11/6/2020

Date

**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**ATTACHMENT "G"**

**PROOF OF INSURANCE**

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



ATTACHMENT "H"

**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(s) or been sued by or had a formal claim filed by an owner, subcontractor(s) 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 3 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.

NONE

- 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 three-(3) 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? N/A

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

NONE

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: \_\_\_\_\_

BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES

ATTACHMENT "I"

REFERENCES

The Bidder must provide proof of three (3) years of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit Attachment "I" References Form with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

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

1. Reference Company Name: FLAGLER HOSPITAL  
 Date(s) of Service: JUNE 2009 - CURRENT  
 Project Information (Type of System): EMPLOYEE + PATIENT DAILY SHUTTLE SERVICES, MISCELLANEOUS FIELD TRIPS, FLAGLER BRIGHT STUDENT PROGRAM.  
 Primary Reference Contact Name and Title: DOHNA DE GENARO, DIRECTOR OF SECURITY  
 Contact Phone Number: 904-819-4583  
 Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

2. Reference Company Name: ST. AUGUSTINE AMPHITHEATRE  
 Date(s) of Service: JUNE 2015 - CURRENT  
 Project Information (Type of System): PROVIDE SHUTTLE SERVICES FOR CONCERTS, GRADUATIONS + VARIOUS EVENTS INCLUDING WHEEL CHAIRS WHEN NEEDED.  
 Primary Reference Contact Name and Title: CARL LIBERATORE, PRODUCTION COORDINATOR  
 Contact Phone Number: (904) 209-0389  
 Contact Email Address: CLIBERATORE@SJACL.US

\*\*\*\*\*

3. Reference Company Name: BOCC, ST. JOHNS COUNTY  
 Date(s) of Service: 1974 - CURRENT  
 Project Information (Type of System): PUBLIC TRANSPORTATION THROUGH THE "SUNSHINE BUS SERVICES," + "PARATRANSIT SERVICES," ALONG WITH PRIVATE CHARTERS THROUGH COASTAL TRANS.  
 Primary Reference Contact Name and Title: DIFFERENT DEPT. MANAGERS, DEPENDING ON NEED.  
 Contact Phone Number: LEIGH DANIELS, JAMIE T. LOCKLEAR, TRAVIS MEMBRE, SYDNEY LINDBLAN.  
 Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

4. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

5. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

6. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_





14 PASSENGER

COASTAL Transportation

904.209.3638

SHUTTLE

TRANSPORTATION



SHUTTLE

COASTAL

25 PASSENGER



St. Johns County  
**Council On Aging**

180 Marine Street • St. Augustine, FL 32084  
904-209-3700 • Fax 904-209-3654

12-14-20

Hi SHELLY:

I DID NOT WANT TO TAKE A CHANCE ON THESE NOT  
REACHING YOU, EVEN THOUGH I EMAILED A SIGNED SET EARLIER.  
SOMETIMES IN PERSON IS BETTER.

Wayne Lewis  
COASTAL TRANSPORTATION.



## St. Johns County Board of County Commissioners

Purchasing Division

November 9, 2020

### ADDENDUM #1

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: Bid 21-42; St. Augustine Amphitheatre Shuttle Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal.

### QUESTIONS:

1. Why was bid # 20-64 thrown out and a re-bid required?

**Answer: Bid #20-64 had not set vehicle minimums to base award on, and with different equipment from different vendors, it was not possible to ascertain a low bidder from an hourly rate alone.**

2. What is the County's position on using vehicles with advertising wraps?

**Answer: Please refer to the bid document. "Signage & Branding" under the "Scope of Work" section.**

3. Can you supply us with a tentative schedule for 2021?

**Answer: Please see below for a tentative schedule for bidding purposes only. All shows/dates subject to change.**

- o January 15 – 16 – JJ Grey & Mofro (1700 cap)
- o Likely, more shows confirming between January 16 – March 26 at the lower capacity.
- o March 26 – Casting Crowns
- o May 1 – Cody Johnson
- o May 8 – Justin Moore & Tracy Lawrence
- o May 15 – Buddy Guy and Kenny Wayne Shepherd Band
- o May 28 – The Revivalists
- o June 5 – Barenaked Ladies
- o June 25 – Ringo Starr & His All Starr Band
- o July 3 – Iration

- July 8 – Jason Isbell & The 400 Unit
- August 4 – Louis the Child
- August 5 – Slightly Stoopid
- August 18 – John Legend
- August 22 – for King & Country
- September 16 – Reblution
- More shows to be announced, but due to ongoing changes from COVID-19, some confirmations have been delayed

**THE BID DUE DATE REMAINS DECEMBER 2, 2020 at 2:00PM (EST).**

**Acknowledgment**

Sincerely,

*Wayne A. Reyes 12/11/20*

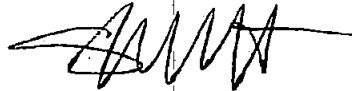
Signature and Date

*WAYNE A. REYES, Mer.*

Printed Name/Title

*COASTAL TRANSPORTATION*

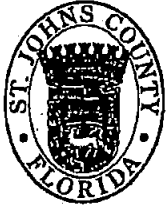
Company Name (Print)



Shelly Vongchanta

Procurement Coordinator

**END OF ADDENDUM NO. 1**



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

Purchasing Division

November 16, 2020

**ADDENDUM #2**

**To:** Prospective Respondents  
**From:** St. Johns County Purchasing Department  
**Subject:** Bid 21-42; St. Augustine Amphitheatre Shuttle Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal.

**QUESTIONS:**

1. What type of vehicles and passengers are requested to take the shuttles, especially those streets?

**Answer:** All vehicle requirements are listed under "Minimum Specifications & Conditions" (p. 31) on the bid document. Passengers would consist primarily of concert patrons.

2. Which company was awarded in the previous Bid with the same scope?

**Answer:** Please refer to question 1 on Addendum No. 1.

3. On Attachment A, you are asking for the hourly rate, per shuttle for each of the routes and then subtotal of each route, and finally the Grand total of all shuttles for all routes. Are the subtotals to be calculated by adding each of the price/shuttle for each route, and then the Grand total calculated by adding the two subtotals?

**Answer:** Yes.

4. Page 16 of the bid proposal asks for: TOTAL BID PRICE FOR ANASTASIA ROUTE AND R.B. HUNT ELEMENTARY ROUTE and requests Total Hourly Rate for Both Routes Written in 1) Numerals and 2) Words. (Total Hourly Rate as Computed on Attachment "A") Should this number be taken, and consequently be the same, as the number in the Grand Total box of Attachment A?

**Answer:** Yes.

**THE BID DUE DATE REMAINS DECEMBER 2, 2020 at 2:00PM (EST).**

**Acknowledgment**

*Wayne A. Reyes 12/11/20*

Signature and Date

*WAYNE A. REYES, MGR.*

Printed Name/Title

*COASTAL TRANSPORTATION*

Company Name (Print)

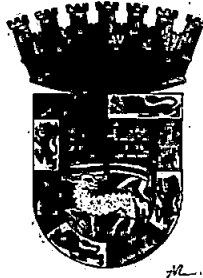
Sincerely,



Shelly Vongchanta

Procurement Coordinator

**END OF ADDENDUM NO. 2**



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

**BID NO: 21-42**

**ST. AUGUSTINE AMPHITHEATRE SHUTTLE  
SERVICES**

**BID DOCUMENTS  
PROJECT SPECIFICATIONS**

**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 10/23/2020**

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### **FRONT END BID DOCUMENTS**

Notice to Bidders/Advertisement

Instruction to Bidders

Official County Bid Form

Attachments:

“A” – Cost Proposal

“B” – Affidavit

“C” – License/Certification List

“D” – List of Proposed Sub-Contractor(s)

“E” – Conflict of Interest Disclosure Form

“F” – Drug-Free Workplace Form

“G” – Proof of Insurance

“H” – Claims, Liens, and Litigation History

“I” – References

“J” – List of Equipment

Specifications

Exhibits:

“A” – Anastasia State Park Aerial and Route Map; Route Service Road Pictures

“B” – RB Hunt Elementary School Aerial and Route Map

**BID NO: 21-42**

**NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, December 2, 2020 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for Bid No: 21-42; St. Augustine Amphitheatre Shuttle Services. 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.

The purpose of this bid is to solicit pricing from qualified Contractor(s) to provide a customer-oriented, high-quality reliable shuttle service on an "as needed basis" to and from two (2) off-site parking areas for approximately fifty (50) ticketed events and ten (10) free events per year at the St. Augustine Amphitheatre located at 1340C A1A South, St. Augustine, FL 32080. The awarded Contractor(s) shall be responsible for providing any and all equipment, materials, labor, supervision and transportation, necessary to perform the required services in accordance with the specifications provided herein.

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 # 21-42. 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 as provided herein.

**There will be a non- mandatory site visit on Friday, November 13, 2020 at 10:00 AM (EDST) at the St Augustine Amphitheatre located at 1340C A1A South, St. Augustine, FL 32080.** Attendance is not required to be eligible to submit a bid. It is, however, strongly recommended so that bidders have a full understanding of the internal roadway system, services, and submittal requirements.

Any and all questions or requests for information related to this Bid must be submitted *in writing* by or before five o'clock (5:00PM) EDST, on Tuesday, November 17, 2020, to the Designated Point of Contact provided below:

**Designated Point of Contact:** Shelly Vongchanta, MBA, C.P.M  
**Procurement Coordinator**  
SJC Purchasing Department  
Email: [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us)  
Fax: (904)209-0167

If the above representative is absent, or unavailable for three (3) or more business days, interested firms may direct questions or inquiries to Leigh Daniels, CPPB, Purchasing Manager, at [ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us).

**Contractor(s) 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 Contractor, Contractor(s), or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

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

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual.

All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

BOARD OF COUNTY COMMISSIONERS

OF ST. JOHNS COUNTY, FLORIDA

BRANDON PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: \_\_\_\_\_

Deputy Clerk

# **FRONT END BID DOCUMENTS**

## **BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

### **INSTRUCTION TO BIDDERS**

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

#### **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 Contractor(s)

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 County for the work described in the proposed Contract Documents.

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a Contractor(s). 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 Contractor(s) 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(s) A party who contracts with a prime Contractor(s) to perform all or any part of the prime Contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

### **BIDDER'S REPRESENTATION**

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

### **BIDDING DOCUMENTS**

Bidding documents may be obtained from [www.demandstar.com](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 Bidding Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the County at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the County or its Representative **seven (7) days** prior to Bid receiving date, however, the County reserves the authority to decrease this time depending on the necessity of such change.

### **SUBSTITUTIONS**

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project manager's approval or disapproval of a proposed substitution shall be final.

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

### **DESIGNATED POINT OF CONTACT**

The County's Designated Point of Contact for this Bid is Shelly Vongchanta, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Shelly Vongchanta, *in writing*, via email at [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us). In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact Leigh 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 as provided above, by or before **5:00PM EDST on November 17, 2020**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative. The County reserves the right to extend the deadline for bid submittal in order to clarify or answer questions as necessary to serve the best interest of the County.

**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 one (1) original and two (2) signed copies of each issued addendum must be included in the submitted bid proposal. Failure to acknowledge or 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 on Wednesday, December 2, 2020. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this entire Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in a sealed envelope and plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder’s return address in top left hand corner and recite: “Bid No: 21-42; St. Augustine Amphitheatre Shuttle Services”.

***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 <b>BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT</b>
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. If there is an error(s) adding the unit prices, the correct amount, based on the unit prices shall be used.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder’s proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

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

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

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

**BID BOND INSTRUCTIONS: N/A**

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond Forms as shown above.
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

**BID POSTPONEMENT/CANCELLATION**

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

**MODIFICATION OR WITHDRAWAL OF BID**

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

**COSTS INCURRED BY BIDDERS**

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

**CONSIDERATION OF BIDS**

**Opening of Bids:** Unless stated otherwise in an Addendum to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the Total Annual amounts 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 a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the Owner's Purchasing Manual. All of the terms and conditions of the Owner Purchasing Manual are incorporated by reference and are fully binding.

**Rejection of Bids:** The Owner 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 Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received. If the Contract is awarded, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

It is the intent of the Owner to award a contract to the Bidder who submits the lowest responsive, responsible Bid on the basis of the Unit Price per hour for each shuttle, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, does not exceed the funds budgeted for the Work and is deemed to be in the best interest of the County. The County may consider award to multiple Bidders, based on the individual unit prices, if awarding multiple contracts is more cost effective than awarding a single contract based on pricing for the County as a whole.

#### **PRICING**

The unit prices submitted by the Bidder shall include any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with providing the required services. The Unit Prices, multiplied by the quantities of shuttles per day shall be the final cost to the County, unless additional pricing is proposed by the Contractor, and approved by the County for a specific event.

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 term. Price increases shall only be considered on an annual basis, at the anniversary of the Effective Date. The Contractor(s) shall submit any requests for increases in pricing no later than sixty (60) days prior to the anniversary of effective date of this Agreement. Requested price increases must be justified by the Contractor(s) by providing proof of a cost increase to the Contractor(s) 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 - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the products, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these products. All prices shall remain firm for the duration of the Contract Agreement, unless otherwise amended as provided herein.

#### **INVOICES/PAYMENTS**

Payments will be processed promptly after completion of delivery of items and after receipt of properly prepared and verified or approved invoices. Invoices must not reflect any outstanding back orders. Failure to submit invoices in the prescribed manner may delay payment. Unless otherwise notified, bills/invoices should be delivered to:

St Augustine Amphitheatre  
Attn: Elizabeth Glasgow  
1340C A1A S  
St. Augustine, FL 32080

St. Johns County Payment Terms: Net 30 Days per 218.74(2) Florida Statutes

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

- Contractor(s) Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Total Price of Invoice
- Description of Services Performed
- Ship to address
- Unit price
- Quantity
- Delivery date

#### **NON-MANDATORY SITE VISIT**

There will be a non- mandatory site visit on **Friday, November 13, 2020 at 10:00 AM (EDST)** at the St Augustine Amphitheatre located at 1340C A1A South, St. Augustine, FL 32080. Attendance is not required to be eligible to submit a bid. It is, however, strongly recommended so that bidders have a full understanding of the internal roadway system, services, and submittal requirements.

### **MINIMUM QUALIFICATION OF CONTRACTOR(S)**

Bidders must be licensed to do business in the State of Florida, and possess a Local Business Tax Receipt for St. Johns County, FL.

Bidders must provide a Sunbiz report (if applicable) with the company registered as "Active".

Respondents are also required to currently hold and provide proof of any and all certifications and licenses required by Federal, State and/or County law, rule, regulation or ordinance in the submitted bid.

Proof of qualifications shall be provided by completing and submitting Attachment "C" – License/Certification List along with a copy of each license and certificate listed. All licenses, certifications and pre-qualifications must be valid and current on the date bids are submitted.

Bidders must have three (3) years' experience including at least one (1) municipality of similar size, in the last three (3) years of this solicitation in operating a shuttle service business with specific experience operating in areas with pedestrian traffic. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit Attachment "I" References Form with the submitted bid. The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

### **SUB-CONTRACTOR(S)**

Each Bidder shall submit to the County, a list of subcontractor(s) and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "D", is provided in the Bidding Documents. If no subcontractor(s) 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 subcontractor(s) 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(s). 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(s), Consultant(s), subcontractor(s), or material supplier due to previously documented project problems, either with performance or quality.

Subcontractor(s) 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 sub-contractor(s) personnel, provided by the Contractor(s) to perform any work under the awarded Contract shall be required to submit to and clear the required background checks as provided herein.

### **E-VERIFY**

The Contractor(s) shall utilize the U.S. Department of Homeland Security's E-verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement. Additionally, the Contractor(s) shall expressly require any and all sub-contractor(s) to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel performing any portion of the services required under this Agreement.

### **BACKGROUND CHECKS**

The awarded Contractor(s) shall be required to perform background screenings on any and all personnel to perform services, at any time, on County property, under the awarded Agreement. The awarded Contractor(s) shall certify, in writing, that all personnel proposed to perform work under the awarded Contract have been screened through the appropriate method outlined below, prior to any work being performed. Any and all personnel performing services on County property, under the awarded Agreement, must be properly screened, and must meet the criteria provided below:

- A. Level I Background Screenings are required for any and all Contractor(s) provided personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.

- B. Level II Background Screenings are required for any and all Contractor(s) provided personnel as specified in Chapter 435.06, Florida Statutes.
- C. Contractor(s) provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, or entered into a pre-trial intervention in a felony case may not perform any services under the awarded Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property.

The awarded Contractor(s) shall be required to make any and all records from background screenings of Contractor(s) provided personnel available to the County for review/audit, upon request from the County. The Contractor(s) shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.

**FORM OF AGREEMENT BETWEEN COUNTY AND CONTRACTOR(S)**

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on a form provided by the County. In the event of a conflict between specifications or contract requirements the more stringent requirement shall apply.

**EXECUTION OF CONTRACT DOCUMENTS**

The awarded Contractor(s) 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(s) no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor(s) (but no later than seventeen (17) days from the Notice of Award).

**INDEMNITY**

To the fullest extent permitted by law, the Contractor(s) 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(s), a Subcontractor(s), 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(s), Subcontractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor(s) or a Subcontractor(s) under workers' compensation acts, disability benefits acts or other employee benefits acts.

**CONTRACT AGREEMENT & TERM**

If awarded, the initial contract term shall be for an initial period of three (3) calendar years with three (3) one-year renewal options, providing satisfactory performance has been maintained by the Contractor(s), and availability of funding. The contract renewal shall be contingent upon the availability of funds, satisfactory performance by the Contractor(s), 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.

**TERMINATION**

Failure on the part of the Contractor(s) to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor(s) fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Contractor(s) 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 Contractor(s). 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 Contractor(s) of intention to do so.

If, at any time, the Contract Agreement with the awarded Contractor(s) 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 Contractor(s) to prevent a gap in services for the County, if it serves the best interest of the County to do so.

### **TAXES**

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

### **INSURANCE**

The Contractor(s) shall not commence work under the awarded Contract Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor(s) shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor(s) has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County.

**Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate.** Compliance with the foregoing requirements shall not relieve the Contractor(s) 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.

### **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: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**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 work, and having carefully examined the Bidding Documents and Specifications entitled: Bid No: 21-42: St. Augustine Amphitheatre Shuttle Services in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

**FOR: ST. AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

Note: Any and all fees, charges, and costs must be inclusive of any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with providing the required services. The Hourly Rate shall be the final cost to the County.

**TOTAL BID PRICE FOR ANASTASIA ROUTE AND R.B. HUNT ELEMENTARY ROUTE**

\$ \_\_\_\_\_  
Total Hourly Rate for Both Routes Written in Numerals  
(Total Hourly Rate as Computed on Attachment "A")

/100 Dollars

\_\_\_\_\_ /100 Dollars  
Total Hourly Rate for Both Routes Written in Words  
(Total Hourly Rate as Computed on Attachment "A")

St. Johns County reserves the right to award a contract to multiple bidders, if it is in the best interest of the County to do so.

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.

In the event of a discrepancy, the County shall determine the lowest, responsive, responsible bidder.

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

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

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

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

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the County, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the County.

**CORPORATE/COMPANY**

Full Legal Company Name: \_\_\_\_\_ (Seal)

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

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

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Email Address for Authorized Company Representative: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_ DUNS #: \_\_\_\_\_  
(if applicable)

**INDIVIDUAL**

Name: \_\_\_\_\_  
(Signature) (Name typed or printed) (Title)

Address: \_\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. Tax Number: \_\_\_\_\_

- Submittal Requirements:
- Official County Bid Form
  - Attachment "A" – Cost Proposal
  - Attachment "B" – Affidavit
  - Attachment "C" – License/Certification List
  - Attachment "D" – List of Proposed Sub-Contractor(s)
  - Attachment "E" – Conflict of Interest Disclosure Form
  - Attachment "F" – Drug-Free Workplace Form
  - Attachment "G" – Proof of Insurance
  - Attachment "H" – Claims, Liens, and Litigation History
  - Attachment "I" – References
  - Attachment "J" – List of Equipment
  - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J" 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: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**ATTACHMENT "A"**

**COST PROPOSAL**

All unit prices submitted below shall include labor, equipment, fuel, supervision and any and all charges necessary to provide shuttle services at the St Augustine Amphitheatre, located at 1340C A1A South, St. Augustine, FL 32080. All prices noted below shall be final cost to the County.

Contractor shall list all proposed shuttle equipment to be used on each route to transport up to 4,800 patrons per event, while ensuring the maximum 30-minute wait timeline is met. Three (3) shuttle vehicles with a minimum total combined passenger capacity of 66 patrons shall be listed for the Anastasia State Park Route. Two (2) shuttle vehicles with a minimum total combined passenger capacity of 44 patrons shall be listed for the R.B. Hunt Elementary Route.

Note: The number of shuttles used will vary depending on expected turnout. At its discretion, the County may adjust number of shuttles used for each event based on per shuttle per hour pricing.

In the event of a discrepancy between unit prices and extended prices, the Unit prices shall prevail.

<b>ANASTASIA STATE PARK ROUTE EQUIPMENT LISTING &amp; CAPACITY PER EQUIPMENT</b>		<b>PRICE PER SHUTTLE/HOUR</b>	
Shuttle No. 1:		\$	
Shuttle No. 2:		\$	
Shuttle No. 3:		\$	
<b>ANASTASIA ROUTE SUBTOTAL</b>		\$	
<b>R.B. HUNT ELEMENTARY ROUTE EQUIPMENT LISTING &amp; CAPACITY PER EQUIPMENT</b>		<b>PRICE PER SHUTTLE/HOUR</b>	
Shuttle No. 1:		\$	
Shuttle No. 2:		\$	
<b>R.B. HUNT ELEMENTARY ROUTE SUBTOTAL</b>		\$	
<b>GRAND TOTAL</b> (ANASTASIA ROUTE SUBTOTAL + R.B. HUNT ELEMENTARY SUBTOTAL)		\$	

**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**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: 21-42: St. Augustine Amphitheatre Shuttle Services, 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: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**ATTACHMENT "C"**

**LICENSE/CERTIFICATION LIST**

In the space below, the Bidder shall list all **current** licenses and certifications held.

*The bidder shall attach a copy of each current license or certification listed below to this form.*

License Name	License #	Issuing Agency	Expiration Date



**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**ATTACHMENT "E"**

**ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS  
CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: **Bid No: 21-42; St. Augustine Amphitheatre Shuttle Services**

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

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: \_\_\_\_\_

Authorized Representative(s) : \_\_\_\_\_

Signature

Print Name/Title

Signature

Print Name/Title

**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**ATTACHMENT "F"**

**DRUG-FREE WORKPLACE FORM**

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

\_\_\_\_\_ does: Name  
of Firm

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**ATTACHMENT "G"**

**PROOF OF INSURANCE**

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

**ATTACHMENT "H"**

**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(s) or been sued by or had a formal claim filed by an owner, subcontractor(s) 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 3 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 three-(3) 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: \_\_\_\_\_

**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**ATTACHMENT "I"**

**REFERENCES**

The Bidder must provide proof of **three (3) years** of continuous service in the performance of contracting for similar size of the scope of work. Bidder must provide proof of work of similar size and scope for a minimum of at least three (3) entities, including at least one (1) municipality of similar size, in the last three (3) years of this solicitation. The information required shall include: name of individual, firm or agency, dates of service, project information of work performed, and a contact person name, title, phone number and email address. Each Bidder shall complete and submit **Attachment "I" References Form** with the submitted bid.

The County reserves the right to consider references to verify capability to perform the work, and responsibility to fulfill the requirements of the contract in the decision to award the bid.

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

1. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

2. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

3. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

4. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

5. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_

\*\*\*\*\*

6. Reference Company Name: \_\_\_\_\_  
Date(s) of Service: \_\_\_\_\_  
Project Information (Type of System): \_\_\_\_\_  
\_\_\_\_\_  
Primary Reference Contact Name and Title: \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Contact Email Address: \_\_\_\_\_



# SPECIFICATIONS

**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**MINIMUM SPECIFICATIONS & CONDITIONS**

**SCOPE OF WORK**

St. Johns County is seeking customer-oriented Contractor(s) to provide high-quality reliable shuttle services on an “as needed basis” to and from off-site parking areas for approximately fifty (50) ticketed events per year and ten (10) free events per year at the St. Augustine Amphitheater.

**Facilities Description, Routes, and Schedule:**

The County strives to offer concert goers with a top-tier experience and access to the finest local, national, and international concerts at the St. Augustine Amphitheatre. The Amphitheatre is a 4,800 capacity outdoor venue located at 1340C A1A South, St. Augustine, FL 32080. The facility sits in a natural landscape at the edge of Anastasia State Park and is approximately 0.5 miles from the beach and has limited on-site parking availability. The County has ongoing agreements with the State of Florida Anastasia State Park located at 300 Anastasia Park Rd, St. Augustine, FL 32080, and the St. Johns County School District R.B. Hunt Elementary School located at 125 Magnolia Drive, St. Augustine, FL 32080 to accommodate off-site parking for events, as shown on Exhibit “A” and Exhibit “B”, provided herein. The shuttles to and from the off-site parking lot at Anastasia State Park will utilize an internal unpaved road to transport patrons to and from the Amphitheatre. The shuttles to and from the R.B. Hunt Elementary school parking lot must utilize State Road A1A. The route for each location is outlined in Exhibit “A” and Exhibit “B.” In a typical year, shows are scheduled from mid-February through mid-December.

Respondents must have experience operating a shuttle service in areas with pedestrian traffic.

Upon award, the Contractor(s) shall have various responsibilities that must be performed as required by the Contract. These responsibilities include but are not limited to the following:

**Shuttle Vehicles:**

The Contractor(s) shall be required to provide an adequate number of safe, visually appealing, clean, shuttle vehicles at each scheduled event.

Collectively the fleet of shuttle vehicles must be able to operate on State Road A1A.

The fleet of shuttle vehicles utilized at each event shall conform to the standards required by the Americans with Disabilities Act (ADA)

All shuttle vehicles shall be equipped with all appropriate safety equipment and two-way communications to be provided by the Contractor(s).

Unless an open-air shuttle with doors is provided, shuttle vehicles shall have heating and air conditioning systems that are fully operative every day the shuttles are in service.

Bidder shall provide a list of all equipment that will be used for any services described within the Bid on Attachment “J”, provided herein.

**Services:**

Contractor will supply a sufficient number of shuttle vehicles and drivers to safely and efficiently transport concert patrons between the St. Augustine Amphitheatre (Venue), the Anastasia State Park parking lot (Point A), and the RB Hunt Soccer Field parking lot (Point B) according to the following specifications:

- Point A to Venue, Venue to Point A (2.28 miles round trip - see attached Map A)
- Point B to Venue, Venue to Point B (1.70 miles round trip - see attached Map B)

Shuttles will operate continuously from the scheduled start time until released by designated Venue staff.

Shuttles will not deviate from the above mentioned routes and shall not pick-up or drop-off passengers from locations other than the Venue, Point A, and Point B. There will be no stops between pick-up locations and drop-off locations.

Passengers will ride free of charge. While gratuities are not required, drivers may accept if offered.

Contractor(s) must supply a sufficient number of vehicles so that:

- o A vehicle is arriving/departing each location every eight (8) minutes
- o A passenger does not wait in line longer than thirty (30) minutes for a transport

Contractor(s) shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public shuttles and while utilizing any and all routes provided herein.

No other services outside of loading and offloading passengers shall be required.

**Hours of Operations:**

The hours of operation for the Amphitheater shuttle services vary depending on the timing of each event. For the majority of events, shuttles will run continuously from approximately 4:30pm to 12:00am. Shuttles will transport an average of 3,000 patrons (but up to 4,800 patrons) with an average shuttle wait times of no more than 30 minutes.

Each Bidder shall submit on the **Bid Proposal Page**, provided herein, the hourly rate per shuttle per route. If any Respondent is unable to provide any shuttle services stated herein on Bid Proposal Page, the Respondent shall submit a "No Proposal" for that item.

**Additions/Deletions:**

The County reserves the right to add and/or delete Shuttle Services at any County location at any time throughout the duration of the Contract. If at any time the County should require any Shuttle Services that are not priced in the Bid, a County representative shall request a proposal for the services in writing. Any addition of services shall be authorized with a Contract Amendment signed by both parties. The County reserves the right to add, reduce, or remove service dates or hours of operations from the contract with or without notice to the Contractor(s).

**Management & Supervision:**

The Contractor(s) shall be responsible for adequately staffing to provide satisfactory service to patrons, managing and maintaining a fleet of safe, visibly appealing, clean shuttle vehicles as well as other necessary service support equipment and resolving conflicts.

The awarded Contractor(s) shall provide the County with a list of key personnel including contact information. For the duration of the contract, the awarded Contractor(s) shall be obligated to ensure that the information contained in the list is current.

The Contractor(s) shall meet with the County annually to present/discuss proposals and innovative ideas for improving the operation of the shuttle services. The County may require additional meetings and coordination with the Contractor(s) to ensure compliance with the terms of the Contract and to appropriately evaluate performance of the Contractor(s).

The Contractor(s) shall develop and implement Standard Operating Procedures and additional documents as necessary for review and approval by the County. Once approved, the Contractor(s) may not make any substantive changes to these established documents without prior written approval from the County.

**Signage and Branding:**

All signage, including that displayed on the shuttles, must be of professional quality. The artwork and location of all permanent, mounted or reusable temporary signage must receive prior written approval from the County. Temporary signage should be kept to a minimum and may not clutter or obstruct access or use of the facility by patrons and must be collected at the end of each show.

**Facility Damage:**

The Contractor(s) shall be responsible for any and all damages caused to the facility resulting from the operation of the shuttles. In the event that damage occurs, the County shall notify the Contractor(s) within seventy-two (72) hours of discovery. The County shall take photos of the damage before authorizing any repairs and shall invoice the Contractor(s) any and all costs associated with repair of damages, incurred by the County, including, but not limited to costs for County Staff time. The

Contractor(s) shall pay the County for any damages by or before the fifteenth (15th) of the following month for these charges. Failure to pay by or before the fifteenth (15th) of the following month shall place the Contractor(s) in default of the terms of the Contract.

**Safety:**

**Compliance with Occupational Safety and Health Act** - Bidder certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA/ANSI requirements. 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/ANSI 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.

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 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.

**Fire Extinguishers** - Pursuant to Florida State Statute Chapter 633 Section 304 and NFPA 1, Florida Fire Prevention Code, fire extinguisher services shall be performed by a contractor who is licensed/permitted by the State Fire Marshal.

**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 the Occupational Safety and Health Administration (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, and handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace. 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 using 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. The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

**Staff/Employees:**

The Contractor(s) shall be responsible for hiring sufficient staff to provide all of the services required under this contract agreement. All staff shall be required to obtain and maintain throughout the duration of the contract, any and all certifications required for operating a shuttle vehicle, in accordance with Florida Statutes, and all other applicable federal, state, and local, regulations, laws and codes.

The awarded Contractor(s) shall be required to perform background screenings on any and all employees and other personnel, including subcontractors that will perform services, at any time, on County property, under the awarded Contract. The awarded Contractor(s) shall certify, in writing, that all personnel proposed to perform work under the awarded Contract have been screened through the appropriate method outlined below, prior to any work being performed. Any and all Contractor(s) provided personnel performing services on County property, under the awarded Agreement, must be properly screened.

Any and all proposed employees of the Contractor(s) shall also be required to submit to a drug screening prior to award of a contract agreement. Upon notification of intended award of a Contract, any and all Contractor(s) employees shall undergo a full drug screening, at the sole cost of the Contractor(s). The results of the drug screenings shall be submitted to St. Johns County within seven (7) business days of receipt. Any drug screenings resulting in a "fail" shall disallow any employee from being permitted to perform any work for the County.

Employees must pass both the background and drug screenings prior to performing any work under this contract agreement. Additionally, at the time of each option to renew the contract, the Contractor(s) may be required to re-submit any and all employees for background checks and/or drug screenings in order to exercise any of the available one (1) year extensions available under the Contract. This requirement shall be at the sole discretion of the County.

For all employees receiving a result of "pass", badges and/or keys shall be issued as required to provide the Contractor(s) with sufficient access to the facility in order to perform the services.

**Appropriate Conduct:**

The Contractor(s) and staff are expected to adhere to accepted business principles in matters of professional and personal conduct and exhibit a high degree of personal integrity at all times. The Contractor(s) and staff must refrain from behaviors that may be harmful to self and others or that might be viewed unfavorably by the County or the public.

Types of behavior and conduct that St. Johns County considers inappropriate include, but are not limited to, the following:

- Negligence.
- Inefficiency.
- Inability to perform assigned duties.
- Insubordination.
- Willful violation of County rules and regulations.
- Conduct unbecoming of a public employee
- Tardiness or lack of punctuality
- Misconduct.
- Use of alcoholic beverages or narcotics while engaged in County business.
- Reporting to work intoxicated or under the influence of non-prescribed drugs.
- Arrest of any crime involving moral misconduct.
- Arrest of a felony.
- Falsifying employment or other County records.
- Violating the Prohibition of Unlawful Harassment policy.
- Using County supplies/materials or other property for personal purposes.
- Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs.
- Fighting or using obscene, abusive, or threatening language or gestures while on the job.
- Stealing.
- Possessing unauthorized firearms.
- Disregarding safety or security regulations while conducting business or while on County property.
- Making false allegations or claims.
- Making unauthorized recordings.

**PURCHASE ORDERS**

St. Johns County will issue purchase orders directly to the Contractor(s) for reliable shuttle services to and from off-site parking areas for approximately 50 events per year at the St. Augustine Amphitheater on an “as needed basis”. A Purchase Order will be used at the time the order is placed. Although an Agreement will be executed by County and Contractor(s) for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor(s). Contractor(s) shall not provide any Services to County until Contractor(s) has received a purchase order from County via facsimile or e-mail.

No service charges will be accepted and awarded. Contractors(s) must provide shuttle services to and from off-site parking areas in St. Johns County. Price must be inclusive of any and all fees, charges, and costs and must be inclusive of any and all equipment, materials, labor, supervision and transportation, and all other costs, fees, or charges associated with providing the required services associated within the St. Augustine Amphitheatre and Beach Shuttle Services submitted on the Bid Proposal Page, provided herein.

The Contractor(s) will be expected to honor these orders according to the terms and conditions listed in this bid. Each purchase order will be emailed to the awarded Contractor(s). Any necessary changes must be noted in writing and returned to the department within ten (10) working days for acceptance of these changes.

**NO PRICE CHANGES, OR OTHER ALTERATIONS WILL BE ALLOWED AFTER THE INDIVIDUAL PURCHASE ORDER HAS BEEN ACCEPTED.**

**INVOICES AND PAYMENT**

The Contractor(s) shall invoice the County for each event within 10 business days of providing the service. Invoices which do not reference valid St. Johns County purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the Vendor to reconcile the purchase order and the Vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The Vendor shall submit any invoices to the department placing order upon completion of the approved and authorized services. Invoices shall clearly state the date the service was provided, the total number of shuttles provided broken down by shuttle type if appropriate, the cost per shuttle provided (hourly rate) and the total amount due from the County. The County shall issue payment within 30 days of receipt of the invoice.

The Contractor(s) shall document by submitting an approved incident report form to County staff, any and all incidents involving patrons or County property before leaving the property at the end of the event. The Contractor(s) shall be willing and able to work with the County to resolve the cause of an incident if necessary and appropriate.

**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**EXHIBIT A**

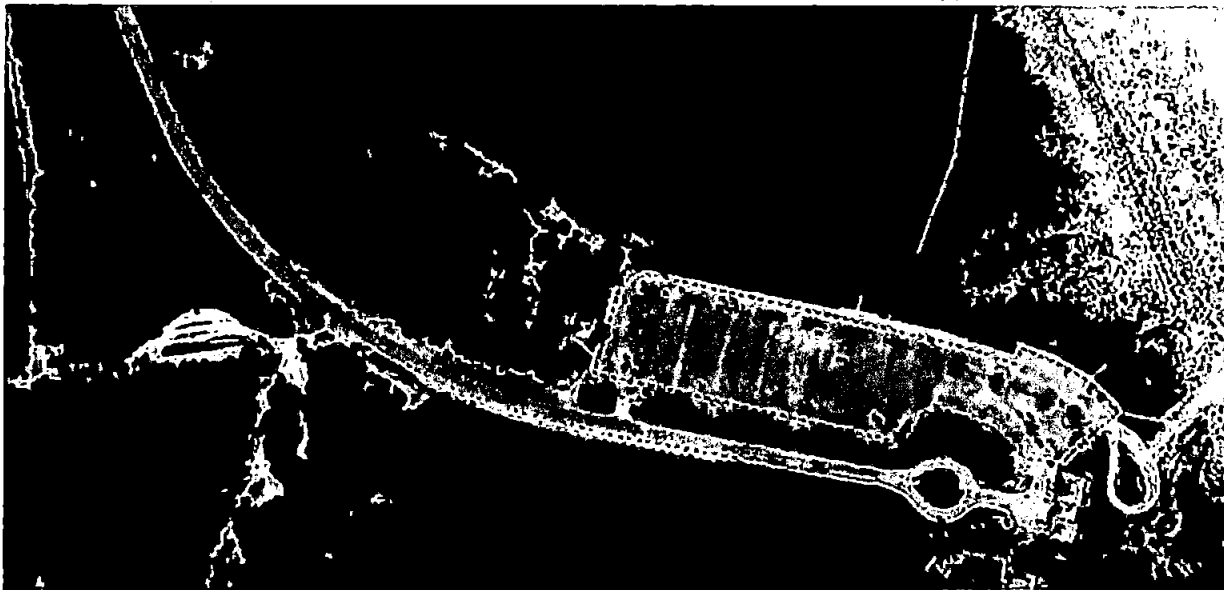
**ANASTASIA STATE PARKING LOT AERIAL MAP, ROUTE MAP AND ROUTE SERVICE ROAD**

Department is to provide a minimum of 300 vehicle parking spots per event at the Anastasia Parking Lot.

**ANASTASIA AERIAL MAP:**

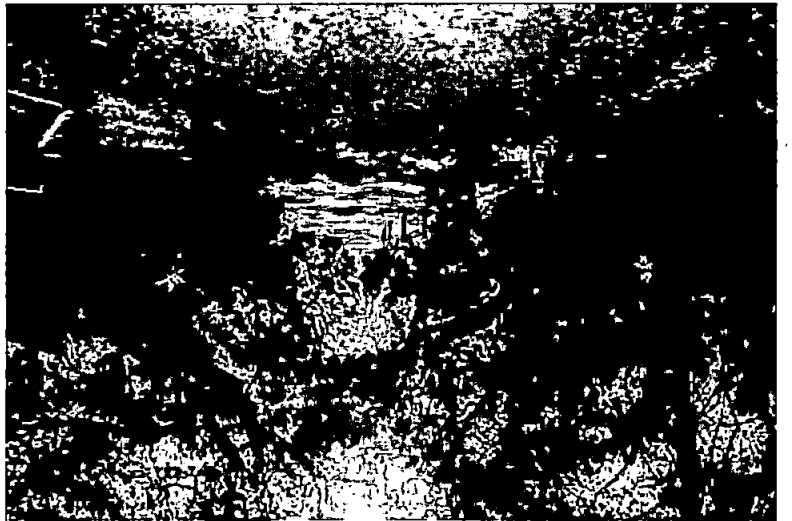
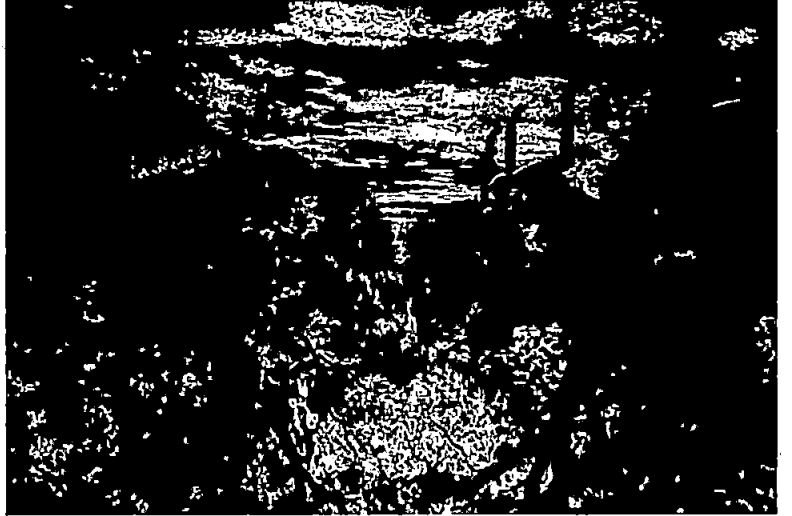
**ANASTASIA STATE PARK**

- AMPHITHEATRE RESERVED PARKING AREA**
- NOT PERMITTED FOR AMPHITHEATRE USE**

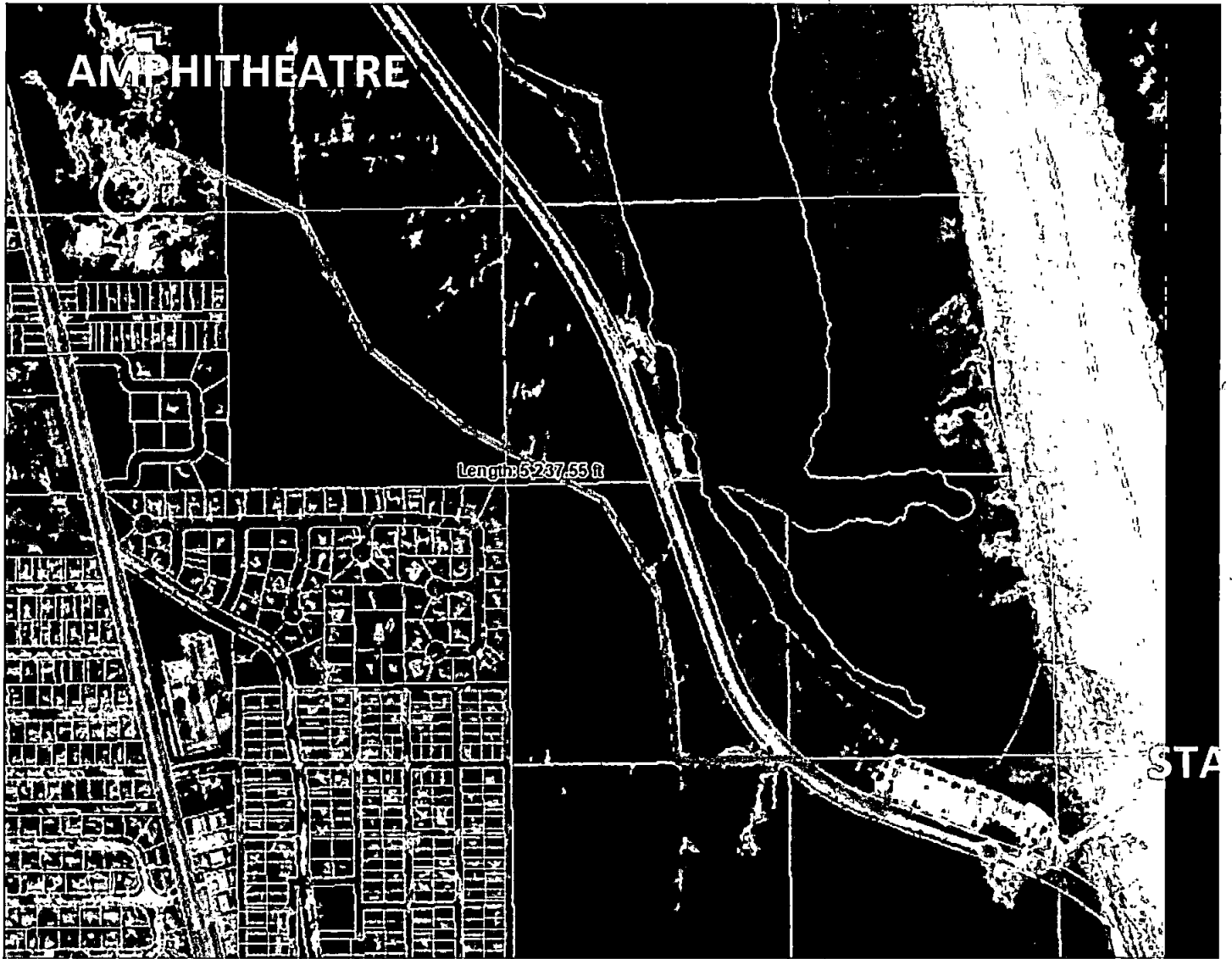


**ANASTASIA ROUTE SERVICE ROAD:**





ANASTASIA ROUTE MAP:



**EXHIBIT B**

**R.B. HUNT ELEMENTARY LOT AERIAL MAP AND ROUTE MAP**

Department is to provide a minimum of 100 vehicle parking spots per event at R.B. Hunt Elementary Lot.

**R.B. HUNT ELEMENTARY LOT AERIAL MAP:**

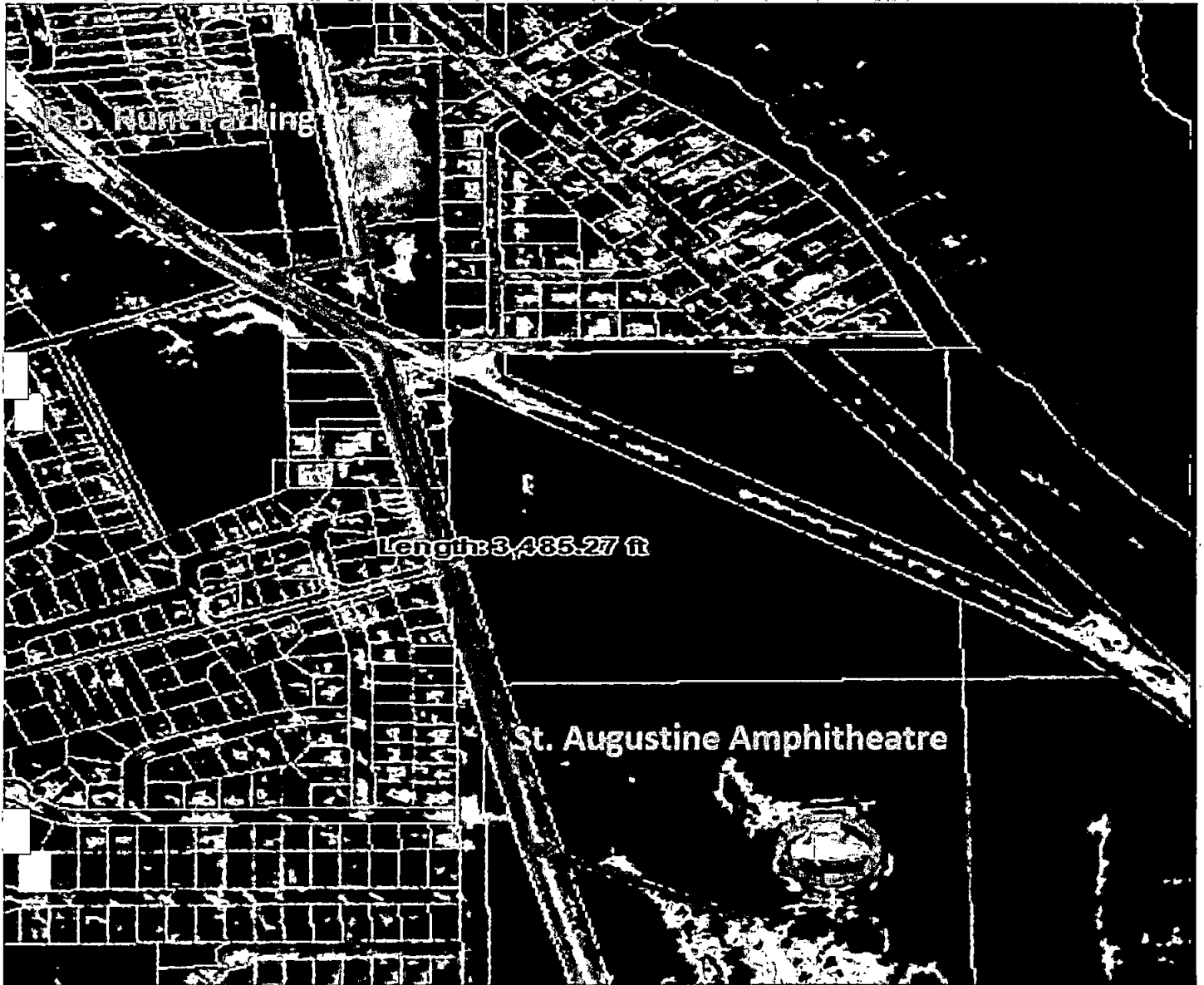
**R.B. HUNT ELEMENTARY SCHOOL**



**AMPHITHEATER RESERVED PARKING AREA**



R.B. HUNT ELEMENTARY ROUTE MAP:




**BID NO: 21-42; ST AUGUSTINE AMPHITHEATRE SHUTTLE SERVICES**

**SEALED BID MAILING LABEL**

**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>	
<b>SEALED BID NO.:</b>	<b>BID NO: 21-42</b>
<b>BID TITLE:</b>	<b>St. Augustine Amphitheatre Shuttle Services</b>
<b>DUE DATE/TIME:</b>	<b>By 2:00PM – December 2, 2020</b>
<b>SUBMITTED BY:</b>	Company Name
	Company Address
	Company Address
<b>DELIVER TO:</b>	St. Johns County Purchasing Dept. Attn: Shelly Vongchanta 500 San Sebastian View St St. Augustine FL 32084



**END OF BID DOCUMENT**



St. Johns County Board of County Commissioners

Purchasing Division

November 9, 2020

ADDENDUM #1

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: Bid 21-42; St. Augustine Amphitheatre Shuttle Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal.

QUESTIONS:

1. Why was bid # 20-64 thrown out and a re-bid required?

**Answer: Bid #20-64 had not set vehicle minimums to base award on, and with different equipment from different vendors, it was not possible to ascertain a low bidder from an hourly rate alone.**

2. What is the County's position on using vehicles with advertising wraps?

**Answer: Please refer to the bid document. "Signage & Branding" under the "Scope of Work" section.**

3. Can you supply us with a tentative schedule for 2021?

**Answer: Please see below for a tentative schedule for bidding purposes only. All shows/dates subject to change.**

- o January 15 – 16 – JJ Grey & Mofro (1700 cap)
- o Likely, more shows confirming between January 16 – March 26 at the lower capacity.
- o March 26 – Casting Crowns
- o May 1 – Cody Johnson
- o May 8 – Justin Moore & Tracy Lawrence
- o May 15 – Buddy Guy and Kenny Wayne Shepherd Band
- o May 28 – The Revivalists
- o June 5 – Barenaked Ladies
- o June 25 – Ringo Starr & His All Starr Band
- o July 3 – Iration

- July 8 – Jason Isbell & The 400 Unit
- August 4 – Louis the Child
- August 5 – Slightly Stoopid
- August 18 – John Legend
- August 22 – for King & Country
- September 16 – Rebelution
- More shows to be announced, but due to ongoing changes from COVID-19, some confirmations have been delayed

**THE BID DUE DATE REMAINS DECEMBER 2, 2020 at 2:00PM (EST).**

**Acknowledgment**

Sincerely,



Shelly Vongchanta

Procurement Coordinator

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

**END OF ADDENDUM NO. 1**



## St. Johns County Board of County Commissioners

Purchasing Division

November 16, 2020

### ADDENDUM #2

To: Prospective Respondents  
From: St. Johns County Purchasing Department  
Subject: Bid 21-42; St. Augustine Amphitheatre Shuttle Services

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return one (1) original and one (1) electronic copy of this signed Addendum with the submitted proposal.

### QUESTIONS:

1. What type of vehicles and passengers are requested to take the shuttles, especially those streets?

**Answer: All vehicle requirements are listed under "Minimum Specifications & Conditions" (p. 31) on the bid document. Passengers would consist primarily of concert patrons.**

2. Which company was awarded in the previous Bid with the same scope?

**Answer: Please refer to question 1 on Addendum No. 1.**

3. On Attachment A, you are asking for the hourly rate, per shuttle for each of the routes and then subtotal of each route, and finally the Grand total of all shuttles for all routes. Are the subtotals to be calculated by adding each of the price/shuttle for each route, and then the Grand total calculated by adding the two subtotals?

**Answer: Yes.**

4. Page 16 of the bid proposal asks for: TOTAL BID PRICE FOR ANASTASIA ROUTE AND R.B. HUNT ELEMENTARY ROUTE and requests Total Hourly Rate for Both Routes Written in 1) Numerals and 2) Words. (Total Hourly Rate as Computed on Attachment "A") Should this number be taken, and consequently be the same, as the number in the Grand Total box of Attachment A?

**Answer: Yes.**

**THE BID DUE DATE REMAINS DECEMBER 2, 2020 at 2:00PM (EST).**

**Acknowledgment**

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Company Name (Print)

Sincerely,



Shelly Vongchanta

Procurement Coordinator

**END OF ADDENDUM NO. 2**