

RESOLUTION NO. 2013 - 240

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 13-62 AND TO EXECUTE AGREEMENTS FOR SUPERVISORY CONTROLS AND DATA ACQUISITION (SCADA) SERVICES**

**RECITALS**

**WHEREAS**, the County desires to enter into a contract with the top five (5) ranked firms to provide SCADA services for St. Johns County; and

**WHEREAS**, the scope of the services shall consist of multiple future projects to be issued on a task order basis; and

**WHEREAS**, through the County's formal RFQ process, five (5) firms were selected as the most qualified respondents 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 Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

**WHEREAS**, the contract will be finalized after further negotiations but will be in substantial conformance with the attached draft contract.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ 13-62 to the top five (5) ranked firms.

Section 3. The County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft with the top five (5) ranked firms on behalf of the County to provide the scope of services as specifically provided in RFQ 13-62.

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 5 day of November, 2013.

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

By: [Signature]  
Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]  
Deputy Clerk

RENDITION DATE 11/7/13



**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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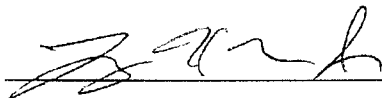
**TO:** Larry Miller, Chief Engineer  
**FROM:** Bridget Mein, Contracts Coordinator  
**SUBJECT:** RFQ 13-62 SCADA Services  
**DATE:** September 5, 2013

Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

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.

Dept. Approval



Date

9/25/13

Budget Amount

Continuing Contract - Varies

Account Funding Title

Varies

Funding Charge Code

Varies

Award to

All Five Firms Evaluated - see attached

Award Amount

Varies

# EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: 05-Sep-13  
 RFP: RFQ 13-62  
SCADA Services

FIRM	RATER	RATER	RATER	RATER	REFERENCES	TOTAL	RANK	COMMENTS
Revere Control Systems, Inc.	Tony Cubbedge	Shane Moran	Charles Barnes	Rick Nelson				
	72	86	85	77	32	352	1	
	73	86	74	81	36	350	2	
Star Controls	72	83	71	69	32	327	3	
	70	83	53	72	28	306	4	
Infamation Technologies Group	40	67	56	71	36	270	5	
DCR Engineering Services								
ScadaOne, LLC								

APPROVED: 

Interim Purchasing Director  
 SCADA Administrator

NOTE: THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGER IN THE NEGOTIATING ORDER. IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 4:00 p.m. September 5, 2013, UNTIL 4:00 p.m. September 10, 2013

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

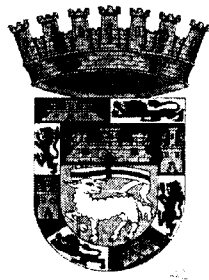
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REQUEST FOR QUALIFICATIONS

**RFQ #13-62**

**FOR**

**SCADA System Services**

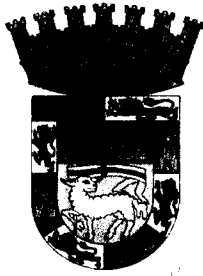


Issued By:

**St. Johns County, Florida  
St. Johns County Purchasing Department  
500 San Sebastian View  
Saint Augustine, Florida 32084**

**Due Date/Time for Receipt of Proposals: July 11, 2013 @ 4:00 p.m.**

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**RFQ#13-62  
ST. JOHNS COUNTY, FLORIDA  
REQUEST FOR QUALIFICATIONS**

**CONTINUING CONTRACT FOR SCADA SYSTEM SERVICES**

In accordance with the provisions of St. Johns County Purchasing Procedures, notice is hereby given that St. Johns County, a political subdivision of the State of Florida, will accept letters of interest and qualifications statements **until 4:00 P.M. on July 11, 2013**, at the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084 for the following Professional Services:

**CONTINUING CONTRACT – SCADA SYSTEM SERVICES**

Proposal packages may be obtained from Bridget Mein, Contracts Coordinator, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, or by via email request to [bmein@sjcfl.us](mailto:bmein@sjcfl.us), or by calling Onvia Demand Star at 800-711-1712 and requesting Document **#13-62**. Many packages can be downloaded from the Internet. Check the agency's site for download availability and any applicable fees. Vendors registered with DemandStar.com can download most packages at no cost from their web site – [www.demandstar.com](http://www.demandstar.com).

Qualified firms desiring to respond to the RFQ must submit one (1) clearly marked original plus five (5) complete copies, for a total of **six (6)** proposal packages, clearly marked on the outside:

**Sealed Proposal for RFQ #13-62  
SCADA SYSTEM SERVICES**

to St. Johns County Purchasing Department, 500 San Sebastian View , St. Augustine, Florida 32084, by or before the time stipulated above.

Any qualified firm(s) or individual(s) desiring to provide Supervisory Control and Data Acquisition (SCADA) system (also referred to as Telemetry) services to the St. Johns County Utility Department on a Continuing Services Contract should submit a letter of interest and the documents requested herein. It is the intent of the County to select more than one firm, based on the experience and capabilities of the applicant firms.

**SCOPE OF SERVICES** - The County owns and operates seven (7) wastewater and five (5) water treatment plants including 263 lift stations. Currently, the utility telemetry system enables the automated operation and monitoring of over 140 lift stations and 12 plants. Most of the operation is performed by radio with some exceptions of hard wired systems.

It is important to note that the County does not intend to change the hardware or HMI Software at this time. This RFQ is intended to provide support services to the existing equipment and implement new projects with the same manufacturer including its subsidiaries and newer versions of upgrades that will follow.

The County is soliciting proposals and qualifications for professional technical services to assist with SCADA System Maintenance and the implementation of various projects. The successful firms will be skilled and knowledgeable in the application of automated process control elements and systems as may be found in the water and wastewater industry. The firms will work closely with the Utility Department Engineering, Information Systems, Operations and Maintenance staff to plan and complete various projects. The firms must be diversified enough to deliver a wide array of anticipated services required, but not limited to:

1. Operational: Correcting operational problems with the existing Telemetry-based SCADA. This system consists primarily of Motorola MOSCAD™ and ACE 3600 RTU's and Trihedral's VT SCADA - HMI (Human Machine Interface) software.
2. System Retrofits: Retrofitting portions of conventional analog-based or hard-wired control systems currently in place to interface with the SCADA system. Modifications to all hardware, software and ancillary devices as may be involved with such retrofit activities will be the sole responsibility of the Consultant. The firm shall demonstrate its ability to perform such tasks and familiarity with similar systems.
3. System Expansions: Expanding the existing SCADA system to include monitoring and/or control of additional equipment. The County may choose to incorporate equipment and processes, which are not currently automated into the existing SCADA system and assign this work to the Consultant.
4. System Troubleshooting: Troubleshooting the overall system's operation to determine causes of poor or improper operation. The Consultant must not limit his activities to replacement of faulty hardware, but rather fully troubleshoot software, hardware, field instruments, wiring, and the process operation itself in order to effectively find and correct the source of reported problems.
5. Provide Training: The Consultant shall provide technical operational training as well as software configuration and usage training.
6. Experience: The firms shall demonstrate its experience in the planning, designing, installation and troubleshooting the Motorola and VT SCADA systems. Minimum qualifications for experience shall include:
  - The RTU/SCADA supplier hold a State of Florida Professional Engineering License with area of expertise in electrical engineering. A copy of the license shall be provided to the County.
  - To insure compliance with NFPA and life safety codes, all control panels must be fabricated in a UL-508A panel Shop
  - To insure compliance with Florida Statute 489, the RTU/SCADA supplier must have a current Florida Certified electrical contractor's license. This license must be on file with the county.
  - The RTU/SCADA supplier must have experience on a minimum of five (5) similar systems in the three (3) previous years.
7. Staffing and Availability: The firm shall demonstrate its capability and staff support to deliver required services to the County based on the following minimum qualifications:
  - On site and Remote Access, emergency service will be available within 4 hours and will be available on 24-hour call basis. A phone number answered 24 hours per day, 365 days per year will be provided for emergency call-outs.
  - Proof of VTS employee training that meets the above VTS training requirements.

Work will be awarded on a project-by-project basis that may include any or all of the above services, or services not specifically mentioned, but directly related to the specified discipline. The contract amount for services on any single project or task order will not exceed the limit set forth by current Florida Statute. The agreement(s) shall be governed by and construed in accordance with the laws of the State of Florida.

Generally, the method of compensation preferred by the County is on a unit price basis for services rendered, in accordance with an established fee schedule. A "Fee Schedule" will be negotiated and agreed upon at the time of execution of each agreement and will be a part of each contract. All payments, fees, reimbursements, and costs will be based on the fee schedule established for the successful proposer(s). The Fee Schedule will designate the hourly rate / unit rates for each position title specified. The fee schedule may not be deviated from without the prior written consent of the Purchasing Director. The task order proposals will be submitted on firm letterhead, detailing the services required to complete the project; the total hours and cost for each employee associated with the activity; the total cost for each activity, including total reimbursables and labor cost. All fees will be in accordance with the established fee schedule. The successful individual(s) or firm(s) will be paid no more frequently than on a monthly basis, upon the receipt of a valid invoice or statement.

Any and all services not part of the original Scope of Work shall be considered additional services and shall be approved by St. Johns County prior to services being implemented. Additional services shall be added to the contract by Task Order Amendment and shall be executed by all parties prior to any work being performed.

**Submittals** - Qualified individual(s) or firm(s) desiring to provide the required professional services must submit **one marked original and five copies, totaling six (6) proposal packages**, clearly marked on the outside "Sealed Proposal for the **RFQ 13-62 CONTINUING CONTRACT – SCADA SYSTEM SERVICES**" to St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, by or before the time stipulated above. The Original Copy should be clearly labeled.

The following information should be provided:

1. Introduction to the individual(s) or firm(s) providing (a) company background information; (b) list of references: name, title, address, phone number and relationship to the projects; (c) names and qualifications of sub-consultants.
2. Team organization chart, with summary resumes of key personnel who would be assigned to the projects defined in the scope of work.
3. Recent related work experience (a) type of services performed, location and estimated construction costs of recent projects, (b) Permitting/agency coordination experience.
4. Nature and extent of private sector work currently performed by the firm in St. Johns County or anticipated within the next 12 to 24 months.
5. Ability to coordinate with county, regional, state, and federal governmental agencies and administration.
6. Capability to meet deadlines.
7. Current workload.

The competence, responsiveness, and responsibility of proposers will be considered in making the award. Proposers are required to submit with their proposal, data in regard to their qualifications as a service provider including experience, and list of current companies successfully being serviced that are comparable to this request. Please include names and telephone numbers of persons to contact.

The proposer declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this proposal is in strict accordance with the conditions set forth and is a part of this proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the proposals are opened.

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed. All Proposals submitted shall be binding for one hundred twenty (120) calendar days following opening.

**CONTACTS:** Questions related to the RFQ should be directed to Bridget Mein, Contracts Coordinator, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084, fax number (904) 209-0163 or email [bmein@sjcfl.us](mailto:bmein@sjcfl.us). Inquiries related to the work scope, clarification or correction must be in writing – by fax, email or mail - and received **no later than 4:00 p.m. on June 27, 2013** to allow adequate time for response and/or an addendum. All addendum(s) will be issued by the Purchasing Department **no later than 4:00 p.m. on July 3, 2013**. Please do not contact any other staff member of St. Johns County, except the above, with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.

**DUE DATE AND LOCATION** - The letters of interest and supplemental information will be received until **4:00 p.m. on July 11, 2013**. Mail or deliver all proposals to Bridget Mein, Contracts Coordinator, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to and negotiate with the firm whose proposal best serves the interest of St. Johns County.

**EVALUATION OF PROPOSALS:** St. Johns County intends to select consultants that demonstrate, in the County’s opinion, the highest degree of compliance with the criteria listed below. Proposals will be evaluated in compliance with St. Johns County Purchasing Policy.

Proposals will be reviewed by members of an evaluation committee. Evaluation Committee members will individually review proposals with no discussion amongst themselves regarding this project. The Evaluation Committee will meet to compile the evaluators’ scores and rank the responding firms in order.

Each proposer will receive notification regarding the date, time and location of this meeting. This will be a public meeting conforming to all applicable State of Florida Sunshine Laws. Members of the Evaluation Committee will independently review and evaluate each written proposal in accordance with the following criteria:

- A. Compliance with RFQ Instructions.** The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification.
- B. Experience with Similar Projects and St. Johns County.** The proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Work and Services Required. Projects completed for the County and other city, county, state or federal agencies will be considered.
- C. Staff Qualifications and Firm Background.** The proposals will be evaluated on the basis of the consultant’s demonstrated staff qualifications, which must include licensing in the State of Florida. Also, the proposal will be evaluated on the basis of the consultant’s background, including the number of years in business completing project types listed in this RFQ.
- D. Project Approach.** The proposal will be evaluated on the consultant’s approach, capabilities, and methods in performing the project services.
- E. Quality Control.** The proposal will be evaluated on the quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner.
- F. Schedule and Availability.** The projected resource availability will be evaluated in the selection of the consultants, although St. Johns County understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm’s close proximity to St. Johns County would be important to availability.
- G. References.** The proposal will be evaluated based on responses of references. The County Surveyor, or designee, will check references during the evaluation process. Reference check information is considered part of the evaluation process and incorporated into the firm’s Reference criteria.

<b>Criteria</b>	<b>Rating Points</b>
Compliance with RFQ instructions	0-10
Experience with Similar Projects and St. Johns County	0-25
Staff Qualifications and Firm Background	0-15
Project Approach	0-20
Quality Control	0-15
Schedule and Availability	0-5
References	0-10
<b>Maximum Points Allowed</b>	<b>0-100</b>

Please see attached Evaluation Criteria and Evaluation Sheet. Proposals will be reviewed independently by members of an evaluation team.



Final rankings will be compiled, summarized and ranked in a Public Meeting. This meeting will be held in accordance to all applicable Sunshine Laws according to Florida Statutes. The Evaluation Committee will make recommendations based upon the written submittals. The recommendation will be presented to the Board of County Commissioners for approval and authorization to negotiate contracts. Award of this RFQ shall be made to the proposer(s) who, in the sole opinion of the County, is (are) deemed the most advantageous for the County. Upon selection of the top ranked firm(s) and BOCC approval, St. Johns County will negotiate the specific terms of the contract including fees and cost.

St. Johns County will negotiate the technical aspects of the scope of work, deliverables, schedule, and fee on a project by project basis with the contracted consultants. Any and all services not part of the original Scope of Work shall be considered additional services and shall not be implemented until approved by St. Johns County and a Task Order Amendment is fully executed by all parties.

It is expressly understood that the Board's preference/selection of any proposal does not constitute an award of a Contract with the County. It is further expressly understood that no Contractual relationship exists with the County until a Contract has been formally executed by both the County and the selected Proposer.

**CONTINUING SERVICES CONTRACT TERM:** It is anticipated that St. Johns County will issue a professional services continuing contract for three (3) years with three (3) one (1) year renewal options with one or more individual(s) or firm(s). Any contract(s) negotiated with any individual(s) or firm(s) responding to this Request for Qualifications will be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services; and to (2) subsequently solicit proposals and negotiate contracts, for such services with respect to specific projects. All such actions shall be subject to the sole discretion of the County.

Work will be awarded by task order on a project-by-project basis that may include any or all of the above mentioned services, or services not specifically mentioned, but directly related to the specified discipline. Individual(s) or firm(s) may sublet, subcontract or otherwise engage the services of a third party. The subcontractor information must be disclosed in the response to the proposal. However, the primary consultant **must** be responsible for all the work performed. The contract amount for services on any single project or task order will not exceed the limit set forth by current Florida Statute. The agreement(s) shall be governed by and construed in accordance with the laws of the State of Florida.

Any additional service options would require submission of a proposal and related fees for approval by St. Johns County **prior** to any work being implemented. These additional services will be added to the Standard Contract by Contract Amendment/Change Order.

The County may consider extending any executed Contract/Agreement under mutually acceptable terms and conditions. However, the County is under no obligation to extend any executed Contract/Agreement. Moreover, it is expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination of satisfactory performance of any executed Contract/Agreement, including specifically, the Scope of Work/Services. Any contract renewal will be upon mutual agreement by all parties and based upon the availability of funds and the need for services.

#### **INSURANCE REQUIREMENTS**

1. The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the County.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish Certificates of Insurance to the County for review and approval prior to the execution of the contract. The Certificates shall provide for the following:
  - The County will be named as additional insured on both the General Liability and Auto Liability

- policies.
- The County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.

It is the responsibility of the Consultant to insure that all subcontractors comply with all insurance requirements. These are minimum requirements which are subject to modification in response to high hazard operations.

3. The Consultant shall maintain during the term of this Contract, standard Professional Liability Insurance.
4. The Consultant shall maintain during the life of this Contract, Commercial General Liability Insurance. This shall include coverage for:
  - Premises/operations
  - Products/complete operations
  - Contractual liability
  - Independent contractors
5. The Consultant shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance. This shall include coverage for:
  - Owned autos
  - Hired autos
  - Non-owned autos
6. The Consultant shall maintain during the life of this Contract, Workman's Compensation Insurance to meet statutory limits as are required by the law for all of its employees (if three or more) per Florida Statute 440.02. This policy must include Employer Liability.

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

- A. **Standard Contract for Service: \$500,000 or less with no unusual hazards** - The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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

The CONTRACTOR shall maintain during the life of this Contract, 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.

**B. Major Contract for Service: \$500,000 or more with unusual or high hazards** - The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

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

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

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as 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.

The County is not responsible for any expenses which Proposers may incur in preparing and submitting Proposals. The County will not be liable for any costs incurred by the Proposer in connection with interviews/presentations (i.e., travel, Accommodations, etc.). It is expressly understood, no Proposer may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Proposer.

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Qualifications and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received in response to this Request for Qualifications will become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

In the event that a contract/agreement is attached to the RFQ, such attached contract/agreement is for discussion purposes only, and not necessarily reflective of any contract that may be ultimately entered into by the County. In the event that a contract/agreement is not attached to the RFQ, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a contract/agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any proposal, contract negotiations will follow between the County and

the selected Proposer. It is further expressly understood that no Contractual relationship exists with the County until a contract has been executed by both the County, and the selected proposer. The County reserves the right to delete, add to, or modify one or more components of the selected proposer's proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP. It is further understood, no proposer (whether selected or not) may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorney's fees) borne by any proposer, during the entire RFQ process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the proposer. By submitting a proposal, a proposer agrees to be bound by these terms and provisions of the RFQ.

**BID PROTEST** - 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's Purchasing Manual are incorporated by reference and are fully binding.

**INDEMNIFICATION** - To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless St. Johns County, Florida, 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, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Subconsultant, 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 Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

**St. Johns County Administrative Code Section 304.6.5 Procedures Concerning Lobbying.** Bidders, proposers, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the bid solicitation, request for proposal, request for qualifications, and continues until the Purchasing Director, County Administrator, or designee, or Board Chairperson executes a contract on behalf of the County. For procurements that do not require Board approval, the blackout period starts when the bid solicitation, Request for Proposal or Request for Qualifications is issued and ends upon contract award. For any questions concerning a Bid/RFP/RFQ, a bidder or proposer must contact the person listed in the Bid/RFP/RFQ as the Contact Person or Point Person for the County. Bidders or proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for periods up to 12 months.

"Blackout" for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with Board members, the County Administrator, or County staff, other than the designated purchasing agent, and to a time when Board members, the County Administrator, or County staff, other than the designated

purchasing agent, shall not communicate in any manner with vendors, contractors, consultants, or their agents or representatives, regarding potential contracts with the Board. The blackout period begins once an invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued.

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.

Purchasing Department  
St. Johns County, Florida  
Definitions of Evaluation Criteria  
for Ranking of RFQ #13-62

- A. Compliance with RFQ Instructions (0 to 10 points)** - The proposals will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instructions may be grounds for proposal disqualification. *This will be graded on a 0 – 10 scale.*
- B. Experience with Similar Projects and St. Johns County (0 to 25 points)** - The proposal will be evaluated on the basis of project experiences that include projects outlined in the Scope of Work and Services required. Projects completed for the County and other city, county, state or federal agencies will be considered. If the evaluator is unfamiliar with the firm under consideration, or if the firm has no experience working with St. Johns County, the evaluator should give 13 points in this category. Thirteen is considered to be a neutral number. If the firm has experience in the County, and you have direct and first hand knowledge of that experience, then rank more or less than 13 depending on whether their performance was less than average or better than average. *This will be graded on a 0 – 25 scale.*
- C. Staff Qualifications and Firm Background (0 to 15 points)** - The proposals will be evaluated on the basis of the consultant's demonstrated staff qualifications, which must include a Professional Surveyor licensed in the State of Florida. Also, the proposal will be evaluated on the basis of the consultant's background, including the number of years in business. *This will be graded on a 0 – 15 scale.*
- D. Project Approach (0 to 20 points)** - The proposal will be evaluated on the consultant's approach, capabilities, and methods in performing their project services. *This will be graded on a 0 – 20 scale.*
- E. Quality Control (0 to 15 points)** - The proposal will be evaluated on the quality control process to be implemented to ensure that quality work products and services can be delivered in a timely manner. *This will be graded on a 0 – 15 scale.*
- F. Schedule and Availability (0 to 5 points)** - The projected resource availability will be evaluated in the choice of the consultants, although St. Johns County understands that the actual beginning and completion dates of projects are subject to the notice to proceed. A firm's close proximity to St. Johns County would be important to availability. *This will be graded on a 0 – 5 scale.*
- G. References (0 to 10 points)** - To avoid duplication, the Chief Engineer for SJCUD, or designee, will contact and rank references. *This will be graded on a 0 – 10 scale.*





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

Purchasing Division

**July 3, 2013**

**ADDENDUM #1**

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP #13-62 SCADA System Services**

This Addendum #1 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFP documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. **Please return the signed Addendum with your proposal.**

**The due date for receipt of proposals of July 11, 2013 @ 4:00 p.m. has changed to July 18, 2013 @ 4:00 p.m.**

**Sincerely,  
Bridget Mein  
Contracts Coordinator**

**Acknowledgment**

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

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

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

**End of Addendum #1**





## St. Johns County Board of County Commissioners

Purchasing Division

**July 11, 2013**

### **ADDENDUM #2**

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: RFP #13-62 SCADA System Services**

This Addendum #2 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFP documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. **Please return the signed Addendum with your proposal.**

**The due date for receipt of proposals of July 18, 2013 @ 4:00 p.m. has changed to July 25, 2013 @ 4:00 p.m.**

**Sincerely,  
Bridget Mein  
Contracts Coordinator**

### **Acknowledgment**

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

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

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

**End of Addendum #2**



## St. Johns County Board of County Commissioners

Purchasing Division

July 18, 2013

### **ADDENDUM #3**

**To: Prospective Bidders**  
**From: St. Johns County Purchasing Department**  
**Subject: RFQ #13-62 SCADA System Services**

This Addendum #3 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFQ documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. **Please return the signed Addendum with your proposal.**

1. Under page 3, number 6, EXPERIENCE, minimum qualifications: We do not have a State of Florida Professional Engineering License - the scope of this RFQ lends itself to the services of an I&C Integrator and software provider. A Professional Engineer is not required. If at any time the County feels as if our scope required a review by a Professional Engineer we would be more than happy to have one review and stamp our designs. Although we comply with Florida Statute 489, we are a Florida Registered Electrical Contractor (not Certified).

Our question is: The RFQ states these as "Minimum Qualifications", does this exclude us from submitting or can this be changed to recommended qualifications and weighed during the evaluation process?

For clarification purposes, number 6 on page 3 of the RFQ document currently reads as follows:

Experience: The firms shall demonstrate its experience in the planning, designing, installation and troubleshooting the Motorola and VT SCADA systems. Minimum qualifications for experience shall include:

- The RTU/SCADA supplier hold a State of Florida Professional Engineering License with area of expertise in electrical engineering. A copy of the license shall be provided to the County.
- To insure compliance with NFPA and life safety codes, all control panels must be fabricated in a UL-508A panel Shop
- To insure compliance with Florida Statute 489, the RTU/SCADA supplier must have a current Florida Certified electrical contractor's license. This license must be on file with the county.
- The RTU/SCADA supplier must have experience on a minimum of five (5) similar systems in the three (3) previous years.

Please disregard the language above and insert the following on page 3 number 6:

Experience: The firms shall demonstrate its experience in the planning, designing, installation and troubleshooting the Motorola and VT SCADA systems. Minimum qualifications for experience shall include:

- The RTU/SCADA supplier *may* hold a State of Florida Professional Engineering License with area of expertise in electrical engineering. A copy of the license shall be provided to the County. Or

upon the County's request, have any drawings stamped by or any project overseen by a PE subcontracted by the RTU/SCADA Supplier.

- To insure compliance with NFPA and life safety codes, all control panels must be fabricated in a UL-508A panel Shop
- To insure compliance with Florida Statute 489, the RTU/SCADA supplier *either* must have a current Florida Certified electrical contractor's license, or have any work requiring approval by a certified electrical contractor done so by a subcontracted certified electrical contractor. This license must be on file with the county.
- The RTU/SCADA supplier must have experience on a minimum of five (5) similar systems in the three (3) previous years.

2. Additionally, on page 11, bullet C, the RFQ requires a Professional "Surveyor". This is a typographical error.

**The due date of July 25, 2013 @ 4:00 p.m. remains the same.**

**Sincerely,  
Bridget Mein  
Contracts Coordinator**

**Acknowledgment**

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

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

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

**End of Addendum #3**