

RESOLUTION NO. 2016 - 216

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 16-43 AND TO EXECUTE AGREEMENTS FOR FIRE AND/OR BURGLAR ALARM SYSTEMS INSTALLATION, SERVICE, INSPECTION, AND MONITORING

RECITALS

WHEREAS, the County desires to enter into contract with Village Key and Alarm, Inc. to provide services for the construction of the Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring; and

WHEREAS, the scope of the Project will generally include comprehensive installation services, repairs, maintenance, inspections and monitoring of Fire and /or Burglar Alarm systems at various locations throughout St. Johns County; and

WHEREAS, through the County's formal Bid process, Village Key and Alarm, Inc. was selected as the most qualified respondent to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contracts to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after 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 Bid 16-43 to Village Key and Alarm, Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid 16-43.

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.

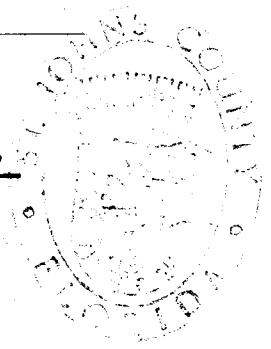
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of July, 2016.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Jeb S. Smith
Jeb S. Smith, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Pam Halterman Deputy Clerk

RENDITION DATE 7/21/16





MASTER CONTINUING CONTRACT AGREEMENT

BID NO: _____;

Master Contract #: _____

This Contract Agreement is made as of this _____ day of _____, 2016, by and between **St. Johns County, FL**, a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as "**St. Johns County**" or "**County**", and _____, authorized to do business in the State of Florida, hereinafter referred to as the "**Contractor**", with mailing address _____, Phone: (____) - _____, Fax: (____) - _____ and email: _____.

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

ARTICLE 1 – DURATION and RENEWAL

This Contract Agreement shall become effective on _____, shall be in effect for an initial contract term of _____ () calendar year, and may be renewed for up to a maximum of _____ () _____ () year periods, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns 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 St. Johns County, and only upon the County’s determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall consist of all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all duly executed Change Orders. Any representations, whether verbal or written, that are not included in the Contract Documents do not form part of this Contract Agreement.

ARTICLE 3 - SERVICES

The CONTRACTOR’s responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to perform _____ for the SJC _____ Department in accordance with Bid No: _____ and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County _____ Department, or an authorized designee, who shall act as St. Johns County’s representative, along with the SJC Purchasing Department representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required services as specified in the Contract Documents. The Contractor shall be required to comply with the schedule set forth in the specifications, and as coordinated with the authorized designee(s) in each respective SJC Department, throughout the duration of the contract. No changes to said schedule shall be made without prior written authorization from one of St. Johns County’s representatives.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. St. Johns County shall compensate the Contractor based upon _____, as submitted in the proposal, accepted by the County, and provided herein on Exhibit A-1. The maximum amount available as compensation to the Contractor under this Contract Agreement shall not exceed the annual amount budgeted by the St. Johns County _____ Department, unless additional funds become available, or are properly transferred, 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, the Contractor’s compensation shall be based upon the Contractor’s adhering to the Scope of Services, detailed in the Contract Documents. As such, the Contractor’s compensation is dependent upon satisfactory completion of services stated in the Specifications, and included by reference in this Contract Agreement.
- C. The Contractor shall bill the County at the end of each month, for Services satisfactorily performed. The County

reserves the right to pro-rate or refuse payment of any submitted invoice where services were not satisfactorily performed.

- 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 Services, and as specified in the Bid. The County may return a bill/invoice from the Contractor, and request additional documentation/information when necessary to validate payment. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:

- F. **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 final bill/invoice submitted to the County for payment. 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 Contract Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 7 – TERMINATION

- A. This Contract may be terminated by the County without cause upon at least _____ () calendar days advance written notice to the Contractor of such termination without cause.
- B. This Contract may be terminated by the County with cause upon at least _____ () calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 8 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Contractor fail to perform (default) under the terms of this Contract, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than _____ () consecutive calendar days in which to cure the default. Failure by the Contractor to cure the default, or take acceptable corrective action 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 Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to the Contractor during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted 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 of the Services required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

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

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

ARTICLE 10 – SUBCONTRACTING

St. Johns County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 11 – 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 execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Contract 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 Contract Agreement.

ARTICLE 12 – AVAILABILITY OF FUNDS

St. Johns County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the County makes no express commitment to provide such funds in 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 13 - INSURANCE

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by St. Johns 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 Contract.

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

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum

limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain 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 the Contractor.

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

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

ARTICLE 14 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officers, and employees, from all liabilities, damages, losses, and costs arising under this Contract Agreement, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, act, or omission of the Contractor or any other person employed or utilized by the Contractor, whether intentional or unintentional.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract 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 16 - REMEDIES

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

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 17 - 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 St. Johns 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 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 Contract Agreement.

ARTICLE 18 - EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

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

Upon the Contractor's request, St. Johns County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract 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 19 - ARREARS

The Contractor shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

ARTICLE 20 - 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 Contract 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 St. Johns 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 Contract 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 Contract Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of St. Johns County. All persons engaged in any of the work or services performed pursuant to this Contract 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 St. Johns 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 22 - CONTINGENT FEES

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 Contract 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 Contract Agreement.

ARTICLE 23 - ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. St. Johns 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 24 - 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 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Contract 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 Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract 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 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract 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 27 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract 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 Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

St. Johns County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon Contractor's receipt of notification from the County of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Contract 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 30 - FLORIDA LAW & VENUE

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

ARTICLE 31 - ARBITRATION

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract

Documents or in connection with the project in any manner whatsoever.

ARTICLE 32 - NOTICES

All notices required in this Contract 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: Jaime Locklear, CPPB, Contract Administration Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

ARTICLE 33 - HEADINGS

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

ARTICLE 34 – 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 Agreement constitutes an act on behalf of the County, Contractor shall provide access to all public records made or received by Contractor in conjunction with this Agreement. 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 described herein;
 - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) Meet all requirements for retaining public records, and transfer at Contractor’s sole cost and expense, all public records in the possession of Contractor upon termination of this Agreement. Contractor shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by Contractor to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. Contractor shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in Contractor’s possession and shall promptly provide the County a copy of Contractor’s response to each such request.

ARTICLE 35 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 36 – USE OF COUNTY LOGO

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

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract 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.

IN WITNESS WHEREOF, authorized representatives of the County, and Contractor have executed three (3) original copies this Contract Agreement on the date and year below noted.

ST. JOHNS COUNTY, FL:

CONTRACTOR:

Dawn Cardenas, Purchasing Manager

Company Name

Date

Name (Type or Print)

LEGALLY SUFFICIENT:

Signature

Assistant County Attorney

Title

Date of Execution

Date

**ATTEST:
CLERK OF COURT**

Deputy Clerk

Date

EXHIBIT "A"

BID NO: _____ ;

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with _____ as submitted on the proposal and approved by the County. The Price shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns County *prior* to any work being implemented and shall be added to the 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 on the first day of the applicable renewal period.

EXHIBIT "A-1"

BID NO: _____ ;

PRICING

EXHIBIT "B"

BID NO: _____ ;

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on _____, and shall remain in effect for a period of _____ () year, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for _____ (), _____ () year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for services.



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

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

TO: Katie Diaz, Building Superintendent
FROM: April Johnston, Procurement Coordinator
SUBJECT: Transmittal of Bids Received for Bid No. 16-43 Fire and/or Burglar Alarm Systems
Installation, Service, Inspection, and Monitoring
DATE: June 15, 2016

Attached are copies of the bid proposals received for the above mentioned 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 at your earliest convenience. We will prepare the agenda item and contract.

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

Department Head Approval *(Katie Diaz)*

Date 6/15/16

Budget Amount \$27,000

Account Funding Title Contractual

Funding Charge Code 0032-53120

Award to Village Key + Alarm

Award Amount \$25,146

Additional ~~Order~~
Charge Codes:

0004-54600

1224-53120

0070-53120

0048-53120

1128-53120

0103-53120

0108-53120

0034-53120

April Johnston

From: Katie Diaz
Sent: Thursday, May 26, 2016 7:47 AM
To: April Johnston
Cc: Karen Fullerton
Subject: RE: Bid 16-43 Alarm System Pre-Bid questions

Formula

First, I looked at how many hours of service calls we had in FY 15 160.5 hrs. This seemed very slow to me, so I looked at FY 16 to date. We've had 187 hrs to date, which is about 6 months. So, doubling that for the year would be 374. I think we can stick with 375 for the hours computation.

So, the formula is below:

$(375 \times \text{hourly rate straight time}) + (12 \times \text{monthly monitoring cost for all existing panels}) + (\$100 + \% \text{ markup}) + \text{one time cost to reprogram panel}$

Would this be okay?

Thanks,

Katie Diaz, BA, FMP, SFP

Building Operations Superintendent

Title VI/ADA Coordinator

St. Johns County Board of County Commissioners

500 San Sebastian View Rm 017

St Augustine, FL 32084

904.209.0653

904.669.0840 cell

904.209.0651 fax

<http://www.sjcfl.us>

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

From: April Johnston
Sent: Wednesday, May 25, 2016 2:53 PM

To: Katie Diaz
Cc: Karen Fullerton
Subject: Bid 16-43 Alarm System Pre-Bid questions

Hi Katie,

I have attached the questions/request for clarifications that we received prior to and during the meeting that will need to be addressed in an Addendum.

I started to answer a few of them from my notes, please feel free to elaborate on those.

As for question #3 regarding the Bid Bond, we spoke to Dawn after the meeting and looked back at the original Bid from 2010 and there was no bid bond requirement in the original. The current Bid docs automatically have the Bid bond language in our template and was included this time, we will pose the question to you....Is it necessary for the respondents to provide a bid bond ? if no,, we can remove it from the requirement in the addendum . If yes, we will need to provide them with a formula to base that calculation on (i.e. 375 hours at your standard rate + 12 months of x,y,z). Let me know your preference.

Let me know if you need anything from me or if I can help in any way.

Thanks !

April Johnston

April M Johnston | Procurement Coordinator

SJC BOCC | Purchasing Department
500 San Sebastian View | St. Augustine FL 32084
Direct- (904) 209-0156 | Ajohnston@sjcfl.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

Vendor	hourly rate x 375	Annual Digital Fire x 19	Annual Digital Burg x 18	Annual Digital Combo x 7	Annual IP Fire x 5	Annual IP Burg x 1	Annual IP Combo x 4	Reprogram	% markup \$100	Total
Village Key & Alarm	\$16,500	\$3,192	\$1,944	\$1,176	\$1,140	\$168	\$912	\$0	\$114	\$25,146
Security & Fire Electronics	\$18,375	\$5,700	\$4,104	\$2,100	\$1,500	\$228	\$1,200	\$0	\$114	\$33,321
Jacksonville Sound	\$15,000	\$3,876	\$3,672	\$1,512	\$2,700	\$540	\$2,880	\$3,000	\$115	\$33,295
Life Safety Designs	\$31,875	\$6,840	\$4,320	\$2,940	\$1,680	\$216	\$1,584	\$5,000	\$115	\$54,570
Maximum Fire	\$46,875	\$3,420	\$3,240	\$1,260	\$1,080	\$216	\$864	\$8,500	\$12	\$65,467

125

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE FIRE AND/OR BURGLAR ALARM SYSTEMS INSTALLATION,

SERVICE, INSPECTION, AND MONITORING

ST. JOHNS COUNTY LOCATIONS

16-43

June 15, 2016 2:00 PM

ANY BIDDER AFFECTED AND RELY BY AN INTENDED

DECISION WITH RESPECT TO THE AWARD OF ANY BID.

SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

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

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

PROTEST PROCEDURES MAY BE OBTAINED IN THE

PURCHASING DEPARTMENT.

OPENED BY

TABULATED BY

VERIFIED BY

KAREN FULLERTON

LEILA HARTLAND

BID NUMBER

OPENING DATE/TIME

POSTING DATE/TIME

UNTIL

6-20-2016/3:00PM

FROM

6-15-2016/3:00PM

PAGE (S) 1 of 2

BIDDERS	STRAIGHT TIME HOURLY RATE (8am - 5pm Mon - Fri	OVERTIME HOURLY RATE OF PAY TIME (After 5pm Mon - Fri, Weekends/ Holidays)	% MARKUP ON PARTS	MONITORING DIGITAL FIRE PER MONTH/PER YEAR	MONITORING DIGITAL BURGLAR PER MONTH/PER YEAR	MONITORING DIGITAL COMBINATION PANEL PER MONTH/PER YEAR	MONITORING IP FIRE PER MONTH/PER YEAR
VILLAGE KEY AND ALARM INC	\$44.00	\$66.00	14.00%	\$14.00 / \$168.00	\$9.00 / \$108.00	\$14.00 / \$168.00	\$19.00 / \$228.00
SECURITY & FIRE ELECTRONICS INC	\$49.00	\$44.00	14.00%	\$25.00 / \$300.00	\$19.00 / \$228.00	\$25.00 / \$300.00	\$25.00 / \$300.00
JACKSONVILLE SOUND & COMMUNICATIONS JSC SYSTEMS	\$40.00	\$53.00	15.00%	\$17.00 / \$204.00	\$17.00 / \$204.00	\$18.00 / \$216.00	\$45.00 / \$540.00
LIFE SAFETY DESIGNS	\$85.00	\$135.00	15.00%	\$30.00 / \$360.00	\$20.00 / \$240.00	\$35.00 / \$420.00	\$28.00 / \$336.00
MAXIMUM FIRE PROTECTION INC	\$125.00	\$150.00	25.00%	\$15.00 / \$180.00	\$15.00 / \$180.00	\$15.00 / \$180.00	\$18.00 / \$216.00

BID AWARD DATE - _____

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE
FIRE AND/OR BURGLAR ALARM SYSTEMS INSTALLATION,
SERVICE, INSPECTION, AND MONITORING
ST. JOHNS COUNTY LOCATIONS

OPENED BY
TABULATED BY
VERIFIED BY

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

BID NUMBER
16-43

OPENING DATE/TIME
June 15, 2016 2:00 PM

POSTING DATE/TIME
6-15-16/3:00pm

UNTIL
6-20-16/3:00pm

PAGE (S) 2 of 2

BIDDERS	MONITORING IP BURGLAR PER MONTH/PER YEAR	MONITORING IP COMBINATION PANEL PER MONTH/PER YEAR	REPROGRAM ALL PANELS ONE TIME FEE	ADDENDUM # 1	ATTENDED MANATORY PER-BID MEETING
VILLAGE KEY AND ALARM INC	\$14.00 / \$168.00	\$19.00 / \$228.00	\$0.00	YES	YES
SECURITY & FIRE ELECTRONICS INC	\$19.00 / \$228.00	\$25.00 / \$300.00	\$0.00	YES	YES
JACKSONVILLE SOUND & COMMUNICATIONS JSC SYSTEMS	\$45.00 / \$540.00	\$60.00 / \$720.00	\$3,000.00	YES	YES
LIFE SAFETY DESIGNS	\$18.00 / \$216.00	\$33.00 / \$396.00	\$5,000.00	YES	YES
MAXIMUM FIRE PROTECTION INC	\$18.00 / \$216.00	\$18.00 / \$216.00	\$8,500.00	YES	YES

BID AWARD DATE -

BID NO: 16-43

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

PROJECT: Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring.

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

DATE SUBMITTED: 6-15-2016

BID PROPOSAL OF

Village Key and Alarm, Inc
Full Legal Company Name

441 State Road 16 St. Augustine FL 32084 904-824-5003 904-829-3772
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-43; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring, 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:

Labor Rates – For Repairs, Inspections and Installation:

Straight Time (8am -5pm Mon- Fri): Per Hour: \$ 44
Overtime (after 5pm Mon- Fri, Weekends/Holidays): Per Hour: \$ 66

Parts markup: 14 %

MONITORING

Digital fire \$14.00 per month, \$168. per year

Digital burglar \$9.00 per month, \$108 per year

Digital combination panel \$14.00 per month, \$168 per year

IP fire \$19.00 per month, \$228 per year

IP burglar \$14.00 per month, \$168 per year

IP combination panel \$19.00 per month, \$228 per year

Reprogram all panels \$0 one time fee

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.



VKA Security

Village Key & Alarm, Inc.

State License #EF0000621

441 State Road 16 St. Augustine, FL 32084

Phone: (904) 794-0218 Fax: (904) 829-3772

www.vkalarm.com

Cellular & Email Monitoring Options

1. 24HR UL Fire Alarm Cellular Monitoring:
\$24.00 per month, \$288.00 a year
2. 24HR UL Cellular Burglar Monitoring:
\$21.00 per month, \$252.00 a year
3. 24HR UL Cellular Fire Alarm/Burglar Combo Monitoring:
\$24.00 per month, \$288.00 a year
4. Add Email/Text/App Notification:
\$0 per month. \$0 per year

Bid No: 16-43

ATTACHMENT "A"

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 Sarah Oakley who being duly sworn, deposes and says he is Vice President (Title) of the firm of Village Key + Alarm Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 16-43; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring, in St. Johns County, Florida.

The affiant further states that no more that 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.

Village Key + Alarm
(Bidder)

By: Sarah Oakley
Vice President
(Title)

Sworn and subscribed to me this 3 day
of June, 2016.

Notary Public:
Suzanne M. Ferrell
Signature
Suzanne M. Ferrell
Printed

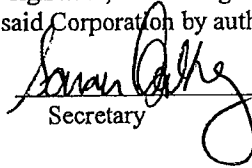
My commission Expires: 10/16/2018

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



ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE-PRINCIPAL

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


Secretary _____ Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this 3 day of June, 2016, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:
10/16/2018

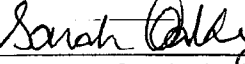
Suzanne M. Ferrell




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

CORPORATE/COMPANY

Full Legal Company Name: Village Key + Alarm, Inc (Seal)

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

By:  Jeffrey B Oakley
Signature of Authorized Representative (Name & Title typed or printed)

Address: 441 State Road 16 St. Augustine, FL 32084

Telephone No.: (904) 824-5003 Fax No.: (904) 829-3772

Email Address for Authorized Company Representative: SarahOakley@vkalarm.com

Federal I.D. Tax Number: 59-2044729 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" – Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors
 - Attachment "E" – References
 - Bid Bond Form
 - Conflict of Interest Disclosure Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", Bid Bond, and Conflict of Interest Disclosure Form must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

Bid No: 16-43

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
Jeffrey oakley	EF 0000621	State of Florida	8-31-2016



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**ELECTRICAL CONTRACTORS LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

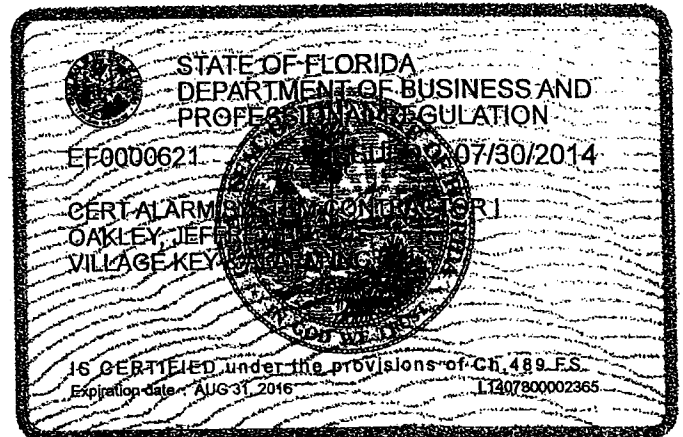
(850) 487-1395

**OAKLEY, JEFFREY B
VILLAGE KEY & ALARM INC
441 STATE ROAD 16
SAINT AUGUSTINE FL 32084**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

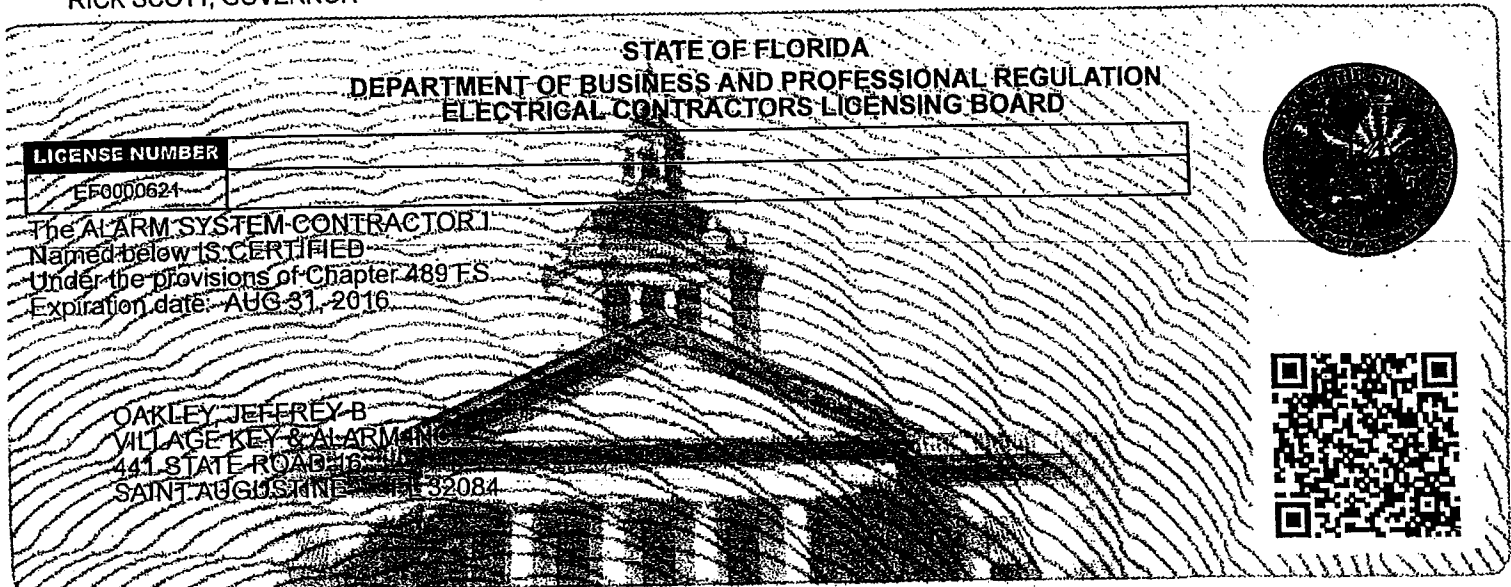
Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY



Security Systems



BOSCH

June 14, 2016

Village Key & Alarm Inc.
441 State Route 16
Saint Augustine, FL
32084

Bosch Security Systems, Inc.
130 Perinton Parkway
Fairport, NY 14450
Telephone 585-678-3751
Fax 585-223-9180
amy.cronin@us.bosch.com
www.boschsecurity.us

Re: Certification – Bosch Security Systems Authorization Letter

To Whom It May Concern:

This letter is to confirm that Village Key & Alarm Inc, is an authorized North American Bosch Security Systems, Inc. Dealer.

Certification includes:

- Intrusion Systems
- Access Controls Systems
- Fire Systems
- CCTV

If you have any questions or need further assistance, please contact Tom Lassandro at 561-290-9081 or thomas.lassandro@us.bosch.com for IFAS. For CCTV please contact Marty Forman at 407-473-0666 or marty.forman@us.bosch.com.

Yours sincerely,

A handwritten signature in cursive script, appearing to read 'Amy Cronin'.

Bosch Security Systems, Inc.
Customer Service Supervisor

BID NO.: 16-43

ATTACHMENT "D"

LIST OF PROPOSED SUBCONTRACTORS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
WW Gaf	Fire & Integrated Systems	Bill Wright	904-387-7973 Bwright@wwgfp.com
Life Safety Designs, Inc.	Fire Alarms Notifier	Darryl Elksnis	904-388-1700 Delksnis@lifesafetymdesigns.com

ATTACHMENT "E"

REFERENCES

Please provide a minimum of 3 customers for whom you have done similar work as outlined in the bid specifications.

NAME AND ADDRESS OF FIRM (CUSTOMER)

1. City of St. Augustine
75 King Street St. Augustine, FL 32084
2. Clay County board of County Commissioners
477 Houston Street Green Cove Springs, FL 32043
3. St. Johns County School board
40 Orange Street St. Augustine, FL 32084

Please provide 3 references (contact person) and phone number for the firms listed above.

1. Chuck Cushman Phone #: 904-669-5117
2. Brenda Colbran Phone #: 904-284-6370
3. David Lee Phone #: 904-547-8153

MUST BE SUBMITTED WITH BID

BID NO: 16-43

FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING

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

Project (RFQ, RFP, BID) Number/Description: 16-43 Fire and/or Burglar Alarm Systems Installation, Service, Inspection and monitoring

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 consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: _____

Authorized Representative(s) : Sarah Oakley
Signature

Vice President / Sarah Oakley
Print Name/Title

Signature

Print Name/Title

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

_____ No.: 1 Date Received: 6-1-2016 _____

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 Owner, 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 Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the Total Annual Price Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.



St. Johns County Board of County Commissioners

Purchasing Division

Mat 31, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No.: 16-43 Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/Revisions/Clarifications

1. Total number of existing accounts for the following type of panels and the manufacturer(s) (be aware this can change at any time):

19 Digital Fire
18 Digital Burg
7 Digital Combination Panel
5 IP Fire
1 IP Burglar
4 IP Combination Panel
8 Cellular Burg
1 Cellular Combo
5 Cellular fire

Manufacturers/brands:

Fire (or combo):

Bosch-5
Firelite-20
Notifier-13
Firefinder-2
Silent Knight-7
Est Fireshield-2
Est Quickstart-3
Est 3x-1

Siemens-1
Radionics-3
Simplex-1

Burglar (or combo):

Bosch-24
Ademco-1
DSC-10
GE Caddex-2
Radionics-3
Simplex-1

2. List of radio frequency vs. landline frequency systems:

No radio frequency

3. Questions are due no later than noon (12:00PM) on Wednesday, June 1, 2016.

Questions

1. QUESTION: Is the requirement for the vendor to be an authorized Bosch dealer negotiable?

RESPONSE: No, they must be a Bosch authorized dealer.

2. QUESTION: How are the service hours tracked?

RESPONSE: The vendor will submit all truthful hours of service worked on invoice(s).

3. QUESTION: Since the bid requirements are for hourly rates, what formula should be used for submitting the Bid Bond of 5%?

RESPONSE: No bid bond required. Requirement has been removed.

4. QUESTION: Will wireless monitoring be considered?

RESPONSE: Yes.

5. QUESTION: Who is current vendor?

RESPONSE: Village Key and Alarm

6. QUESTION: Will any of the existing accounts require text or email notifications or app referencing for Building Maintenance to place systems on test?

RESPONSE: Yes. Please provide: (currently) Courthouse, Permit Center, Service Center, Central Receiving, County Administration, Health & Human Services, Hastings Storage, Julington Creek Annex, Southeast Annex, Davis Park

7. QUESTION: How many of the existing accounts and control panels will require service to be reprogrammed during the initial setup for monitoring services?

RESPONSE: All.

8. QUESTION: Page 3, first paragraph, discusses that bid is for "Fire and/or Burglar Alarm Systems Installations, service, inspection, and monitoring."
 • Will a device-list be provided to allow for estimating of inspections? *List provided above as first clarification.*
 • Will a price be needed for inspections of fire alarm and burglar alarm systems? *Inspections will be charged at the hourly labor rate.*
 • If a separate price for inspections is not to be provided, will inspections be done on a time and material basis? *Inspections will be paid at the hourly labor rate. No materials should be needed for inspections.*
9. QUESTION: Is the labor per hour rate—per person or per crew?
RESPONSE: *Generally the labor rate is pay per one person unless it's a larger job. More than one person on a larger job should reduce the number of hours needed.*
10. QUESTION: Concerning Monitoring, is the price per type of monitoring, or a total of the locations per type?
RESPONSE: *Please provide the pricing for 1 panel of each type.*
11. QUESTION: In the pre-bid meeting, it was said that some systems are currently monitored via cellular. Should price for wireless communications be provided as well? If so, I would recommend listing both types (Cellular, Radio).
RESPONSE: *Yes, provide a price for cellular communication.*
12. QUESTION: If the contract can be awarded to multiple vendors, how would the bid bond be affected? As an example, if a vendor did not receive award of the entire contract, but only one portion such as IP burglar monitoring, the vendor may want to withdraw their bid. This would cause the vendor to lose their entire bid bond which is more than 5% of what they were awarded.
RESPONSE: *The contract will go to one vendor only.*
13. QUESTION: Why would repairs found to be needed after lightning damage Not be covered under this contract? Reference Item 2, Pg 16.
RESPONSE: *Please disregard this Item. The contractor will be paid by labor rate to repair system if a lightning event occurs and damages the system.*
14. QUESTION: Should more questions arise based on answers to these questions, will they be answered?
RESPONSE: *Yes, if questions are received prior to the question cutoff date of Wednesday June 1st at 4pm.*

THE BID DUE DATE IS: Wednesday, June 15, 2016 at 2:00 P.M.

Acknowledgment

Sarah Oakley White
 Signature and Date

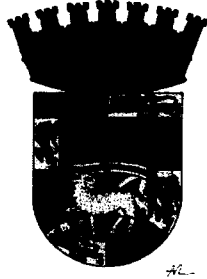
Sarah Oakley White VP
 Printed Name and Title

Village Key and Alarm, Inc
 Company Name (Print)

Sincerely,

April Johnston
 Procurement Coordinator
 Purchasing Department

END OF ADDENDUM #1



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

BID NO: 16-43

**FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND
MONITORING**

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

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

FINAL 5/6/16

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form

Attachments:

 “A” – Affidavit

 “B” – Certificate as to Corporate Principal

 “C” – License/Certification List

 “D” – Sub-Contractor

 “E” – References

 Bid Bond

 Conflict of Interest Disclosure Form

PROJECT SPECIFICATIONS

SEALED BID MAILING LABEL

BID NO: 16-43

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, June 15, 2016 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 16-43; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring.** Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The purpose of this bid is to solicit pricing from interested and qualified vendors for comprehensive installation services, repairs, maintenance, inspections and monitoring of Fire and /or Burglar Alarm systems at various locations throughout St. Johns County. The Contractor shall be required to provide any and all labor, materials, equipment, supervision and transportation necessary to perform the required services. Contractor shall also supply 24 hour monitoring services for the fire alarms.

All potential contractors shall attend a **Mandatory Pre-bid Conference** before responding to this bid, which will be held on Wednesday, May 25, 2016, at 9:30 a.m. in the Aviles Conference Room of the St. Johns County Administration Building, 500 San Sebastian View, St Augustine FL 32084.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 16-43. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to the Onvia DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County’s site for download availability and any applicable fees. Bid Documents may also be requested, in writing, from St. Johns County Purchasing, via email to ajohnston@sjcfl.us or fax to (904) 209-0157.

Any and all questions related to this project shall be directed, *in writing*, to April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to ajohnston@sjcfl.us or fax to (904) 209-0157. Questions are due no later than four o’clock (4:00PM) on Wednesday, June 1, 2016, 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 Director or other designated County Representative.

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

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.

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BOARD OF COUNTY COMMISSIONERS

OF ST. JOHNS COUNTY, FLORIDA

HUNTER S. CONRAD, CLERK

BY: _____

Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida (“County”)

PROJECT: BID NO.:16-43; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring.

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

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

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

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

BIDDER'S REPRESENTATION

Each Bidder, by 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 or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - 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 Bidding Documents. The Owner, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the Owner 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 Owner, to reach him 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 Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner 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 Owner 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 director's approval or disapproval of a proposed substitution shall be final.

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

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, April Johnston, Procurement Coordinator, SJC Purchasing Department, via email to ajohnston@sjcfl.us or fax to (904) 209-0157. Questions are due no later than four o'clock (4:00PM) on **Wednesday, June 1, 2016**, so that any necessary addenda may be issued in a timely manner.

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 his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed on p. 18 of this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO:16-43; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring**".

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Department 500 San Sebastian View St. Augustine, FL 32084 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT
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At the end of this document, a sealed Bid mailing label is provided for convenience. Affix label to sealed envelope/container. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive. 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.

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

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

BID SECURITY

Each Bid shall be accompanied by a Bid Security, submitted on the Bid Bond form provided herein, or in the form of a certified or cashier's check, in the amount of five percent (5%) of the Total Annual Price Bid submitted on the Official County Bid Form, pledging that the Bidder will enter into a contract with the Owner on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security in the form of a certified or cashier's check must be made payable to the Board of County Commissioners of St. Johns County. Bidders are not required to submit Attachment "B" – Certificate as to Corporate Principal, or the Bid Bond forms provided herein if submitting a Bid Security in the form of a certified or cashier's check.

If a Bid Security is submitted as a Bid Bond, it shall be written on the form provided herein, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney. Acceptable surety companies are defined in "Instructions to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department. Any Bidder submitting a Bid Security in the form of a Bid Bond must also submit Attachment "B" – Certificate as to Corporate Principal.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

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

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

original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope or container.

The envelope or container shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted. The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above. At the end of this document, a sealed Bid mailing label is provided for convenience. Affix label to sealed envelope/container.

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.

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. Bid Security shall be in the amount of five percent (5%) of the Bid as modified or resubmitted.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda 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 bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the 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 vendor who submits the lowest responsive, responsible Total Annual Price Bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to be reasonable, and does not exceed the funds budgeted for the Project.

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

QUALIFICATION OF CONTRACTORS

- 1) All potential contractors shall attend a **Mandatory Pre-bid Conference** before responding to this bid, which will be held on Wednesday, May 25, 2016, at 9:30 a.m. in the Aviles Conference Room of the St. Johns County Administration Building, 500 San Sebastian View, St Augustine FL 32084.
- 2) The Contractor shall be an authorized Bosch dealer
- 3) The Contractor shall be certified and licensed by the State of Florida, and shall have, as a minimum, Workers Compensation and Comprehensive Liability Insurance in sufficient amounts to satisfy Florida State Requirements. Proof of Certification and Licensure shall be provided upon award of contract. (See also Attachment "C").
- 4) The Contractor shall have a staffed office during normal business hours with emergency service available 24 hours per day, 7 days per week via staffed answering service or other live contact. Applicable after-hours staff or answering service should maintain an accurate multiple technician list capable of response to an emergency situation within the 3 hour time limit stipulated by this contract.

SUB-CONTRACTORS

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, Attachment "D", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

BACKGROUND CHECKS

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

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

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

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

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement for Work will be written on the St. Johns County Standard Master Continuing Contract Agreement for Contractors.

EXECUTION OF CONTRACT DOCUMENTS

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

CONTRACT DURATION & RENEWAL

If awarded, the initial contract term shall be for an initial term of one (1) year, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract time period will be from on or about October 1, 2016 through September 30, 2017. The Contract Price will remain fixed for the contract term. The County may request an extension of the contract in one (1) year increment renewals, for a maximum of four (4) one year extensions, after negotiations with the Contractor. These contract renewals shall be contingent upon the availability of funds, satisfactory performance by the Contractor providing the negotiated extension is approved by the appropriate St. Johns County representatives. The County is under no obligation to exercise any renewals. Any renewals under this contract are optional to the County.

AMENDMENTS

The Contractor shall be paid for work outside the scope of this agreement only when authorized and pre-approved by St. Johns County. The Contractor shall submit a proposal outlining scope of work, materials, and labor costs. If approved by St. Johns County authorization will be by issuance of a Contract Amendment.

St. Johns County reserves the right to add/delete locations and equipment, as necessary. Such changes will be by issuance of a Contract Amendment.

INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

TERMINATION

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor 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 shall then have five (5) 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 five (5) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Contractor.

The County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor of intention to do so.

If, at any time, the Contract Agreement with the awarded vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, negotiate with the second lowest, responsible, responsive bidder for the required services in order to enter into a contract with that vendor to prevent a gap in services for the County, if it serves the best interest of the County to do so.

PRICING

The pricing, whether it is for inspections or hourly repair rates, is all inclusive and does not include any trip charges, travel time, or other miscellaneous fees. 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 first year. Price increases shall only be considered at the time Contract Renewals are issued. The Contractor shall submit any requests for increases in pricing no later than sixty (60) days prior to the effective date of the Contract Renewal. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI, unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement, and re-bid for these services. All prices shall remain firm for the period of each Contract Renewal term.

METHOD OF PAYMENT

The Contractor shall submit an invoice to St. Johns County Building Operations Department at the end of each month on a per job basis for inspections, maintenance and repairs and on a per quarter basis for monitoring. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. The Contractor shall be paid for work outside the scope of this agreement only when authorized and pre-approved by St. Johns County. Contractor shall submit a proposal outlining scope of work, materials, and approximate labor cost. Work performed (including inspections) shall be billed on an hourly basis.

Under no circumstances shall the invoice be submitted to the Owner in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month. The County reserves the right to request copies of parts invoices for verification of markup. **NO SERVICE OR TRIP FEES SHALL BE CHARGED.** If approved by St. Johns County authorization will be by issuance of a Purchase Order. Copies of materials invoices from outside vendors supplying parts shall be submitted with Contractor's itemized invoice for verification of costs.

Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

St. Johns County Building Operations Superintendent
ATTN: Katie Diaz, Building Superintendent
500 San Sebastian View, Room 17
St. Augustine FL 32084

St. Johns County Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

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

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice, Invoice Number
- SJC Purchase Order Number, Master Contract Number, Bid Number
- Unit Price of product, Total Price of Invoice
- Description of Services Performed

REPORTING

Along with the monthly invoice, the Contractor shall be required to submit a monthly report detailing all services performed as reflected on the invoice. The report shall be submitted according to the requirements stated in the specifications provided herein. Failure by the Contractor to properly submit report(s) as required may result in a delay of payment of the submitted invoice. The County reserves the right to hold an invoice for payment until any and all required documentation and/or reporting is provided by the Contractor. The County shall notify the Contractor Representative immediately, via email, upon receipt of any invoice that is not accompanied by the required reporting documentation.

TAXES

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

INSURANCE

The CONTRACTOR shall not commence work under this Contract 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 (St. Johns County, FL) as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate.

Certificate Holder Address: St. Johns County, FL
500 San Sebastian View
St. Augustine, FL 32084

- a) **Workers' Compensation:** The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.
- b) **Comprehensive General Liability:** The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability with minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, to protect the CONTRACTOR from claims for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or anyone directly employed by or contracting with the CONTRACTOR.
- c) **Comprehensive Automobile Liability:** 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 the CONTRACTOR.

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

GOVERNING LAWS & REGULATIONS

The Contractor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

REFERENCES

A list of references for the last three (3) years must be submitted with the Proposal form. See **Attachment "E"**. References must pertain to projects similar to those listed in this bid. References will be checked and award of project will be based, in part, upon the results of the reference check.

CONVICTED VENDOR LIST:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount **provided in section 287.017, for CATEGORY TWO FOR A PERIOD 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.**

COOPERATIVE OR PIGGYBACK PURCHASE: Any bidder(s) awarded under this bid agree(s) that such constitutes a bid price to all State, County, and Local agencies and Political Subdivisions of the State of Florida

under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their business 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.

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 16-43

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

PROJECT: Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring.

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

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 16-43; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring. 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:

Labor Rates – For Repairs, Inspections and Installation:

Straight Time (8am -5pm Mon- Fri): Per Hour: \$ _____
Overtime (after 5pm Mon- Fri, Weekends/Holidays): Per Hour: \$ _____

Parts markup: _____ %

MONITORING

Digital fire _____ per month, _____ per year

Digital burglar _____ per month, _____ per year

Digital combination panel _____ per month, _____ per year

IP fire _____ per month, _____ per year

IP burglar _____ per month, _____ per year

IP combination panel _____ per month, _____ per year

Reprogram all panels _____ one time fee

The County may consider award to multiple vendors, if awarding contracts by group is more cost effective than awarding a single contract based on pricing for the County as a whole.

Items covered under this Contract:

1. All Fire Alarm Panels
2. Enunciator Panels
3. Enunciator Lamps
4. Battery Chargers and Batteries
5. Pull Stations
6. Automatic Heat/Fire Detectors
7. Automatic Smoke Detectors
8. Bells, Horns, and Audible or Audiovisual Devices
9. Door Holders
10. Flow Switches
11. All Peripheral Equipment

Items not included in this Contract:

1. Maintenance or repair of hard electrical wiring
2. Repairs found to be caused by vandalism, lightning damage, or Acts of God.

Repairs made outside the scope of this Contract:

Work to be performed outside the scope of this Contract must be pre-approved and authorized by the issuance of a purchase order amendment by the St. Johns County Purchasing Department.

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 Owner, 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 Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) of the Total Annual Price Bid, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract and Bond within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within ninety (90) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

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" – Affidavit
 - Attachment "B" – Certificate as to Corporate Principal
 - Attachment "C" – License / Certification List
 - Attachment "D" – List of Proposed Sub-Contractors
 - Attachment "E" – References
 - Bid Bond Form
 - Conflict of Interest Disclosure Form
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", Bid Bond, and Conflict of Interest Disclosure Form must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

Bid No: 16-43

ATTACHMENT "A"

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: 16-43; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring, in St. Johns County, Florida.

The affiant further states that no more that 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)

Sworn and subscribed to me this _____ day
of _____, 20____.

By: _____

Notary Public:

(Title)

Signature

Printed

My commission Expires: _____

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

ATTACHMENT "B"
CERTIFICATES AS TO CORPORATE PRINCIPAL

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

_____ Secretary Corporate Seal

(STATE OF FLORIDA
 COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this _____ day of _____, 20____, A.D.

NOTARY PUBLIC
 State of Florida-at-large

My Commission Expires:

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

Bid No: 16-43

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

ATTACHMENT "D"

LIST OF PROPOSED SUBCONTRACTORS

All subcontractors and major materials suppliers are subject to approval of Owner. The following are subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work:

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address

ATTACHMENT "E"

REFERENCES

Please provide a minimum of 3 customers for whom you have done similar work as outlined in the bid specifications.

NAME AND ADDRESS OF FIRM (CUSTOMER)

1. _____

2. _____

3. _____

Please provide 3 references (contact person) and phone number for the firms listed above.

1. _____ Phone #: _____
2. _____ Phone #: _____
3. _____ Phone #: _____

MUST BE SUBMITTED WITH BID

BID NO.: 16-43

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20__.

For
Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring.
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

BID NO.: 16-43

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY

STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY

STATE

NAME OF LOCAL INSURANCE AGENCY

BID NO: 16-43

**FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

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

Project (RFQ, RFP, BID) Number/Description: _____

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 consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

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

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

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

Please check the appropriate statement:

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

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of rest 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

SPECIFICATIONS

**BID NO: 16-43; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

MINIMUM SPECIFICATIONS & CONDITIONS

Scope of Work

The Fire/Burglar Alarm Systems at various county facilities shall be installed, serviced, maintained and inspected in accordance with the following specifications, and also with any applicable Federal, State, and local laws, statutes, ordinances, and/or codes. The Contractor shall provide all parts, labor, and/or other materials. Contractor shall also supply 24 hour monitoring services for the fire alarms. Following is a list of minimum requirements:

Services

A. Inspections

- 1) All inspections shall be performed in accordance with standard procedures and practices as approved by the State of Florida and/or any other applicable laws, ordinances or codes, in conjunction with the described procedures outlined in section H. If a conflict or difference should arise between any of the applicable Federal, State, and local laws, statutes, ordinances, and/or codes, or with the outlined testing procedures contained within this document, the more stringent shall prevail.
- 2) The Contractor shall furnish all labor and equipment necessary to inspect and certify all fire alarm devices, panels, and peripherals located at various St. Johns County facilities.
- 3) The Contractor shall furnish all necessary documentation and inspection reports. Original and two (2) copies of certification, inspection reports, and certificates, as well as floor plans with all devices listed as to type and location shall be furnished to the Building Operations Superintendent and shall be posted in proper locations.
- 4) All inspection procedures that involve the operation of audio/visual and/or strobe type warning devices shall be performed after 5:00 pm Monday through Friday, excluding holidays. ALL tests and inspections shall be coordinated in advance (minimum 48 hours) with the Building Operations Superintendent office so as not to disturb the daily business of the offices at the various facilities.
- 5) At least once per year, Contractor shall thoroughly examine, adjust, calibrate as necessary, and clean all controls, resistors, and accessories directly pertaining to the fire alarm system.
- 6) Annual inspections shall be completed and documentation furnished and/or posted a maximum of two (2) weeks from date of commencing the inspection. Failure to comply with this provision shall result in a penalty of \$50.00 per day being assessed for each day over two (2) weeks after date of commencing the inspection, and/or for each day after the above-mentioned deadline, not to exceed \$2000.00. The Contractor shall be held harmless for delays due to strikes, fires, transportation difficulties or other causes beyond the Contractor's control.
- 7) Every effort will be made by the Building Operations Department to cooperate fully with the contractor during the course of the inspection, but it is the Contractor's responsibility to perform the inspections in a professional and timely fashion and in full accordance with the specifications.

B. System Testing

- 1) Contractor shall test fire alarm systems annually by testing all fire alarm system components, devices, and/or peripherals including, but not limited to, alarm panels, pull stations, smoke detectors, duct detectors, heat detectors, signaling devices (audio and visual), control panels, door holders, fan shutdowns and damper links, digital communicators (DACT), enunciators, batteries, and all other devices attached to and/or activated by the fire alarm panels in accordance and compliance with NFPA 72, Chapter 10, Inspection, Testing and Maintenance.
- 2) After completion of all above requirements, Contractor shall correct all disarming features and restore to normal operating condition ready for emergency action, then report to the Building Operations Superintendent that the testing

has been completed.

- 3) Advise the Building Operations Superintendent when the next scheduled test is to be conducted. Have Building Operations Superintendent sign all reports and leave a copy.
- 4) Contractor shall furnish documentation in the form of inspection reports compatible with format shown in NFPA 72, Chapter 10, Inspection, Testing and Maintenance, listing St. Johns County as owner, panel type and serial number, type of device and location, total number of devices tested by exact location and device response, both trouble and alarm, as it applies. All equipment failures or devices nearing failure, repairs made, or action to be taken shall also be listed.

C. Service & Inspection Reports

Reports shall be completed for every regular inspection and/or emergency call provided by the contractor. Reports will indicate the date the service was provided, location of the service, defects discovered, and an itemized listing of the devices provided (labor and material). **Reports shall be signed by the Building Operations Superintendent or their designee, and a copy left on premises.** Inspection tags shall be placed by the technician in accordance with NFPA 72, Chapter 10, Inspection, Testing and Maintenance whenever the panels or peripheral devices are serviced.

D. New Installations, Repairs & Defects

- 1) If a new installation is required, the contractor shall provide the Building Operations Superintendent with a written quote within five (5) business days of the request. Said quote shall include all parts, with part numbers, and labor required to install a functioning and compliant fire alarm system.
- 2) If repair or replacement of any device or part of the fire alarm systems is required, the contractor shall verbally notify the Building Operations Superintendent immediately, and shall provide written notice of such within 24 hours after the discovery of the deficiency(s). Said notice shall contain the nature of the deficiencies and shall include a description of any remedial work that may be required.
- 3) All equipment, materials, and workmanship are to be warranted against defects for one (1) year from the date of completion. **Any substitutions of equipment or material must be approved by the Building Operations Superintendent before installation.**
- 4) If repairs and/or replacement of parts are required, Contractor shall provide a written proposal outlining scope of work and cost. Repairs and/or replacements shall be made in full compliance with all terms and conditions specified herein, and billed according to Method of Payment.
- 5) Certain fire and/or burglar panels covered under the terms of this contract may be proprietary in nature and may only be serviced by a technician authorized by a particular distributor or company. In the event that the vendor awarded this contract is not certified to perform maintenance and repair on any proprietary system they may, at their expense, obtain this service and/or parts from an authorized dealer. The true cost of this expense shall then be reflected in their billing with no mark up. A copy of the invoice for parts or services provided by outside vendor shall be provided with the Contractor's invoice.

E. Parts & Components

- 1) The Contractor shall repair or replace worn parts or complete components using only U.L. listed and manufacturer's approved equipment and replacement parts or components. This is applicable only to the systems and equipment covered by these specifications. The Contractor shall not be expected to bear the costs of replacements or repairs necessitated by reason of negligence or misuse of the equipment by other than the contractor or for any reason beyond his control except ordinary wear and tear.
- 2) The Contractor shall have available locally or be able to source within 24 hours in an emergency, all equipment and components as needed to restore system to proper working order. This shall include but not be limited to CPU cards, power supplies, signal circuits, zone modules, batteries, and peripheral items.
- 3) Where joint venture and/or subcontractors arrangements are proposed, the contractor shall also submit the applicable

information items for each joint venture and/or subcontractor.

F. Monitoring

The contractor shall provide monitoring of the fire alarms covered under this specification, including duress and burglar alarms, through a UL (Underwriters Laboratories) listed monitoring service 24 hours a day, 7 days a week. Contact list and call-back procedures shall be furnished by the Building Operations Superintendent.

G. Warranty

Contractor shall furnish a **one year warranty** for the labor and materials associated with any repairs.

H. Emergency Service Calls

- 1) Rapid response to emergency repair calls is of the utmost importance. In order to ensure minimal downtime caused by equipment malfunction, the Contractor, when notified or requested shall respond on site within three (3) hours from the time the call is received by the contractor when emergency service is required. **Emergency service shall be available 24 hours per day, 7 days per week.**
- 2) The Contractor shall provide all labor, materials, supplies, tools, and equipment necessary for emergency and preventative maintenance services for fire sprinkler systems.
- 3) All work shall be in accordance with the currently adopted edition of the Florida Fire Prevention Code and NFPA standards and shall comply with manufacturer's recommendations. If, while this agreement is in effect, any fire codes are amended in such a manner as to require modification of the services rendered or mandate changes in equipment, the Contractor shall notify St. Johns County in writing. Any additional charges, service and/or equipment required to maintain compliance shall be negotiated at that time, and a written proposal furnished to the Building Operations Superintendent.

I. Safety & Security


- 1) All necessary areas will be made accessible, either under escort or by other means, but the contractor shall be aware that the all St. Johns County facilities shall be treated as secure facilities, and shall govern themselves and their employees accordingly. Established security policies and procedures shall be followed at all times while on any St. Johns County Premises. Contractor employees shall, at all times while working for St. Johns County, conspicuously display photo identification that shall include, at a minimum, employee name, company name, address and telephone number.
- 2) All areas in which the Contractor conducts work shall be left in a clean and orderly condition. All work shall be conducted in a safe, courteous and professional manner.

SEALED BID MAILING LABEL

**BID NO: 16-43
FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

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

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID No. 16-43
BID TITLE:	Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring
DUE DATE/TIME:	By 2:00PM – June 15, 2016
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: April Johnston 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

May 31, 2016

ADDENDUM #1

To: Prospective Bidders

From: St. Johns County Purchasing Department

Subject: Bid No.: 16-43 Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring

This Addendum #1 is issued for further bidder's information and is hereby incorporated into the bid documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. *A fully executed acknowledgement of this addendum must be submitted with the Bid Proposal.*

Additions/Revisions/Clarifications

1. Total number of existing accounts for the following type of panels and the manufacturer(s) (be aware this can change at any time):

19 Digital Fire
18 Digital Burg
7 Digital Combination Panel
5 IP Fire
1 IP Burglar
4 IP Combination Panel
8 Cellular Burg
1 Cellular Combo
5 Cellular fire

Manufacturers/brands:

Fire (or combo):

Bosch-5
Firelite-20
Notifier-13
Firefinder-2
Silent Knight-7
Est Fireshield-2
Est Quickstart-3
Est 3x-1

Siemens-1
Radionics-3
Simplex-1

Burglar (or combo):

Bosch-24
Ademco-1
DSC-10
GE Caddex-2
Radionics-3
Simplex-1

2. List of radio frequency vs. landline frequency systems:
No radio frequency
3. Questions are due no later than noon (12:00PM) on Wednesday, June 1, 2016.

Questions

1. QUESTION: Is the requirement for the vendor to be an authorized Bosch dealer negotiable?
RESPONSE: No, they must be a Bosch authorized dealer.
2. QUESTION: How are the service hours tracked?
RESPONSE: The vendor will submit all truthful hours of service worked on invoice(s).
3. QUESTION: Since the bid requirements are for hourly rates, what formula should be used for submitting the Bid Bond of 5%?
RESPONSE: No bid bond required. Requirement has been removed.
4. QUESTION: Will wireless monitoring be considered?
RESPONSE: Yes.
5. QUESTION: Who is current vendor?
RESPONSE: Village Key and Alarm
6. QUESTION: Will any of the existing accounts require text or email notifications or app referencing for Building Maintenance to place systems on test?
RESPONSE: Yes. Please provide: (currently) Courthouse, Permit Center, Service Center, Central Receiving, County Administration, Health & Human Services, Hastings Storage, Julington Creek Annex, Southeast Annex, Davis Park
7. QUESTION: How many of the existing accounts and control panels will require service to be reprogrammed during the initial setup for monitoring services?
RESPONSE: All.

8. QUESTION: Page 3, first paragraph, discusses that bid is for “Fire and/or Burglar Alarm Systems Installations, service, inspection, and monitoring.”
- Will a device list be provided to allow for estimating of inspections? *List provided above as first clarification.*
 - Will a price be needed for inspections of fire alarm and burglar alarm systems? *Inspections will be charged at the hourly labor rate.*
 - If a separate price for inspections is not to be provided, will inspections be done on a time and material basis? *Inspections will be paid at the hourly labor rate. No materials should be needed for inspections.*
9. QUESTION: Is the labor per hour rate—per person or per crew?
RESPONSE: *Generally the labor rate is pay per one person unless it's a larger job. More than one person on a larger job should reduce the number of hours needed.*
10. QUESTION: Concerning Monitoring, is the price per type of monitoring, or a total of the locations per type?
RESPONSE: *Please provide the pricing for 1 panel of each type.*
11. QUESTION: In the pre-bid meeting, it was said that some systems are currently monitored via cellular. Should price for wireless communications be provided as well? If so, I would recommend listing both types (Cellular, Radio).
RESPONSE: *Yes, provide a price for cellular communication.*
12. QUESTION: If the contract can be awarded to multiple vendors, how would the bid bond be affected? As an example, if a vendor did not receive award of the entire contract, but only one portion such as IP burglar monitoring, the vendor may want to withdraw their bid. This would cause the vendor to lose their entire bid bond which is more than 5% of what they were awarded.
RESPONSE: *The contract will go to one vendor only.*
13. QUESTION: Why would repairs found to be needed after lightning damage Not be covered under this contract? Reference Item 2, Pg 16.
RESPONSE: *Please disregard this Item. The contractor will be paid by labor rate to repair system if a lightning event occurs and damages the system.*
14. QUESTION: Should more questions arise based on answers to these questions, will they be answered?
RESPONSE: *Yes, if questions are received prior to the question cutoff date of Wednesday June 1st at 4pm.*

THE BID DUE DATE IS: Wednesday, June 15, 2016 at 2:00 P.M.

Acknowledgment

Sincerely,

 Signature and Date

April Johnston
 Procurement Coordinator
 Purchasing Department

 Printed Name and Title

 Company Name (Print)

END OF ADDENDUM #1