

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS INSTALLATION, SERVICE, INSPECTION AND MONITORING TO VILLAGE KEY AND ALARM INC. DBA VKA SECURIT, AND EXECUTION OF AN AGREEMENT FOR PERFORMANCE OF THE SERVICES.

RECITALS

WHEREAS, the County requires monitoring, services, inspection and installation fire/burglar alarm systems at County facilities on an ongoing basis. The scope of the services will be to provide any and all labor, materials, equipment, supervision and transportation required for comprehensive installation services, repairs, maintenance, inspections, and 24/7 monitoring of Fire and /or Burglar Alarm systems at various locations throughout St. Johns County, in accordance with Bid No. 21-95; and

WHEREAS, through the County's formal Bid process, Village Key and Alarm, Inc. dba VKA Security was the lowest, responsive, responsible bidder; 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 contract serves a public purpose.

WHEREAS, the contract will be in substantial conformance with the attached draft contract.

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

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

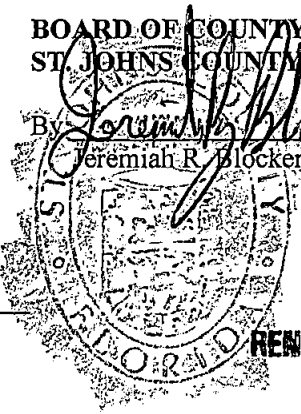
Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 21-95 to Village Key and Alarm Inc. dba VKA Security, Inc. as the lowest, responsive, responsible bidder.

Section 3. Upon approval by the Board of County Commissioners, the County Administrator, or designee, is further authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in Bid No: 21-95

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 3rd day of August, 2021.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA
By: Jeremiah R. Blocker
Jeremiah R. Blocker, Chair



ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: Yvonne King
Deputy Clerk

RENDITION DATE AUG 03 2021



CONTRACT AGREEMENT
Bid No: 21-95; Fire and/or Burglar Alarm Systems Installation,
Service, Inspection, and Monitoring
Master Contract #: 21-MCC-VIL-14008

This Contract Agreement, ("Agreement") is made as of this ____ day of _____, 2021, ("Effective Date"), by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Village Key and Alarm, Inc. dba VKA Security** ("Contractor"), authorized to do business in the State of Florida, with offices located at 441 State Road 16, St. Augustine, FL 32084; Phone: (904) 824-5003; and Email: P.Gaumont@vkalarm.com.

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

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, shall remain in effect for an initial term of one (1) calendar year, and shall have four (4) available one (1) year renewal options, exercisable by the County, contingent upon satisfactory performance by the Contractor, continued need for the services, and availability of legally appropriated funds each fiscal year. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Contractor has satisfactorily performed the Services noted in the Contract Documents, and renewal or extension serves the best interest of St. Johns County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

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

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, equipment, materials, supervision, and transportation for providing comprehensive installation services, repairs, maintenance, inspections and monitoring of Fire and /or Burglar Alarm systems at various locations throughout St. Johns County. Contractor shall also supply 24 hour monitoring services for the fire and/or burglar alarms.

Services provided by the Contractor shall be under the general direction of Katie Diaz, Director, Facilities Management Department or the St. Johns County Purchasing Department, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

Any other schedule requested by the Contractor must be approved, in writing, by the appropriate County Staff *prior* to any services being performed under an alternate schedule than stated herein. The Contractor shall perform any additional collections, as requested by the County. Additional collections shall be performed at the unit price submitted on the Official County Bid Form, provided herein.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor an amount not-to-exceed the Unit Prices provided herein on Exhibit "A", which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and

deliverables noted in the Scope of Work, and detailed in this Agreement.

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

**St. Johns County Building
Operations**

Attn: Katie Diaz
500 San Sebastian View,
St Augustine, FL 32084

- G. **FINAL INVOICE:** In order for the County and the Contractor to reconcile/close their books and records, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

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

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least five (5) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than ten (10) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

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

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

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

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

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

ARTICLE 12 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

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

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

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

ARTICLE 12 - BACKGROUND CHECKS

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

- a.) Level I Background Screenings are required for any and all Contractor provided personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.
- b.) Contractor provided personnel who undergo a Level I Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, entered into a pre-trial intervention in a felony case, or have been found guilty of any crimes involving drugs and/or theft may not perform any services under the awarded Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property.
- c.) The awarded Contractor shall be required to make any and all records from background screenings of Contractor provided personnel available to the County for review/audit, upon request from the County. The Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.
- d.) Any and all subcontractors performing work under the direction of the Contractor shall be required to comply with the same background check requirements as provided herein.

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.

ARTICLE 14 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 15 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 16 - INSURANCE

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

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

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this 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 Agreement, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor 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.

ARTICLE 17 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence,

recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

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

ARTICLE 19 – NO THIRD PARTY BENEFICIARIES

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

ARTICLE 20 – 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 21 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 22 – EXCUSABLE DELAYS

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

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

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

ARTICLE 23 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County. The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 24 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 25 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 26 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 27 – 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 28 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 29 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 30 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

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

ARTICLE 31 – AUTHORITY TO PRACTICE

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

ARTICLE 32 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 33 - AMENDMENTS AND MODIFICATIONS

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

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 34 – FLORIDA LAW & VENUE

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

ARTICLE 35 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 36 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Village Key and Alarm Inc. dba VKA Security
Attn: Paul Gaumont
441 State Road 16

ARTICLE 37 - HEADINGS

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

ARTICLE 38 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

ARTICLE 39 – USE OF COUNTY LOGO

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

ARTICLE 40 – SURVIVAL

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

enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 41 – AUTHORITY TO EXECUTE

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

**Bid No. 21-95; Fire and/or Burglar Alarm Systems Installation,
Service, Inspection, and Monitoring**

Master Contract #: 21-MCC-VIL-14008

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL
Full Legal Name

Signature County Representative

Leigh Daniels, CPPB
Printed Name – County Representative

Purchasing Manager
Printed Title

Date of Execution

CONTRACTOR:

Village Key and Alarm Inc. dba VKA Security
Full Legal Company Name

Signature of Contractor Representative

Printed Name & Title

Date of Execution

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

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

**Bid No. 21-95; Fire and/or Burglar Alarm Systems Installation,
Service, Inspection, and Monitoring**

Master Contract #: 21-MCC-VIL-14008

**FEMA PUBLIC ASSISTANCE PROGRAM
REQUIRED CONTRACT CLAUSES**

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

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

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses in subsections (a) and (b) above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

3. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of

such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.

- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

4. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Village Key and Alarm Inc dba VKA Security, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

8. Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

9. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

10. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**Bid No. 21-95; Fire and/or Burglar Alarm Systems Installation,
Service, Inspection, and Monitoring**

Master Contract #: 21-MCC-VIL-14008

**EXHIBIT "A"
UNIT PRICING**

Compensation shall be made in accordance with the unit prices below and shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work.

	Monitoring	Cost Per Month
1	Digital Fire	\$15.00
2	Digital Burglar	\$15.00
3	Digital Combination Panel	\$20.00
4	IP Fire	\$30.00
5	IP Burglar	\$15.00
6	IP Combination Panel	\$30.00

Annual Inspection: \$7,000.00

Labor Rates – *For Repairs, Inspections and Installation:*

Straight Time (8am -5pm Mon- Fri):

Per Hour: \$ 70.00

Overtime (after 5pm Mon- Fri, Weekends/Holidays):

Per Hour: \$105.00

Parts markup: 20%

Reprogram all panels no cost (\$0.00) one-time fee

**Bid No. 21-95; Fire and/or Burglar Alarm Systems Installation,
Service, Inspection, and Monitoring
Master Contract #: 21-MCC-VIL-14008**

**EXHIBIT "B"
SPECIFICATIONS**

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 \$2,000.00. 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 Facilities Management 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. (Underwriters Laboratories) 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 alarm and/or burglar alarm 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 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.

An estimate of communication types for fire and burglar alarm panels and listing of manufacturers (be aware this can change at any time):

28 Cellular panels
 27 digital panels
 10 IP panels

Manufacturers/brands:

Bosch(must be Bosch authorized dealer)

Firelite

Notifier

Firefinder

Silent Knight

Est Fireshield

Est Quickstart

Est 3x

Radionics

Simplex

Ademco

DSC

GE Caddex

Simplex

The following accounts require text, email notifications or app referencing for Building Operations to place system on test:

Courthouse, Permit Center, Service Center, Central Receiving, County Administration, Health & Human Services, Hastings Storage, Julington Creek Annex, Southeast Annex, Davis Park

All existing accounts and control panels will require service to be reprogrammed during the initial setup for monitoring services.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

July 9, 2021

RE: Bid No: 21-95; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring

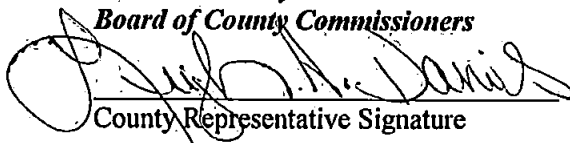
Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract to **Village Key and Alarm Inc.** as the lowest responsive, responsible bidder for **Bid No: 21-95; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring.** This notice will remain posted to the **St. Johns County Purchasing Department bulletin board until 11:00 AM, Wednesday, July 14, 2021.**

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to the attention, Leigh A. Daniels, CPPB, Purchasing Manager in the Purchasing Department

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 7/9/21

Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0150 – Main
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

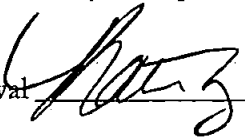
I N T E R O F F I C E M E M O R A N D U M

TO: Katie Diaz, Director, Facilities Management Department
FROM: Leigh A. Daniels, CPPB, Purchasing Manager
SUBJECT: Bid No. 21-95; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring
DATE: July 7, 2021

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 

Date 7/9/21

Budget Amount 25,000

Account Funding Title 0032-53120

Funding Charge Code contractual

Award to Village Key + Alarm

Award Amount \$20,920⁰⁰

ST JOHNS COUNTY
JUL 09 '21
PURCHASING

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE Fire and/or Burglar Alarm Systems Installation, Service, Inspection & Monitoring

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

OPENED BY
TABULATED BY
VERIFIED BY

Diana Fye *DF*
April Bacon *AB*
Jordy Fusco *JF*

BID NUMBER 21-95

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME July 7, 2021 2:00 PM

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

HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

POSTING DATE/TIME

	<u>FROM</u>		<u>UNTIL</u>
	07/07/21		07/12/21
	3:30 PM		3:30 PM

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

BIDDERS	TOTAL ANNUAL PRICE						
Village Key & Alarm, Inc.	\$20,920.00						
JSC Systems, Inc.	\$57,960.00						

BID AWARD DATE - _____

BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING

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: 7/7/2021

BID PROPOSAL OF

Village Key and Alarm, Inc. DBA VKA Security
Full Legal Company Name

441 State Road 16 St. Augustine, FL 32084 (904) 824-5003 N/A
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled for Bid No: 21-95; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

TOTAL ANNUAL PRICE: (Total of Annual Price for Monitoring and Annual Inspection)

\$ 20,920.00
Total Annual Price (Numerical)

Twenty thousand nine hundred twenty /100 Dollars
Total Annual Price (Amount written or typed in words)

Bidder shall insert the Total Annual Price in numerals and in words. Any discrepancy between the submitted amounts shall be determined by the amount written in words.

The pricing submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. All pricing submitted above shall be the final price charged to the County for work performed.

St. Johns County reserves the right to accept or reject any or all quotes, waive minor formalities, and to award the bid/proposal that best serves the interests of the County.

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

No.: 1 Date Received: 6/28/2021

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 **Two Thousand dollars (\$2,000.00)**, 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: Village Key and Alarm, Inc. DBA UKA Security (Seal)

By: [Signature] Paul Gaumont fire/security consultant
Signature of Authorized Representative (Name & Title typed or printed)

By: [Signature] Chris Moros Commercial Sales Manager
Signature of Authorized Representative (Name & Title typed or printed)

Address: 941 State Road 16 St. Augustine, FL 32084
Telephone No.: (904) 824-5003 Fax No.: () N/A

Email Address for Authorized Company Representative: P.Gaumont@UKAalarm.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
 - "A-1" – Cost Proposal
 - "A" – St Johns County Board of County Commissioners Affidavit
 - "B" – Certificate as to Corporate Principal
 - "C" – License/Certification List
 - "D" – List of Proposed Sub-Contractors/Suppliers
 - "E" – Conflict of Interest Disclosure Form
 - "F" – Experience of Bidder Form
 - "G" – Drug Free Workplace Form
 - "H" – Claims, Liens, Litigation History
 - "I" – Local Preference
 - "J" – Proof of Insurance
 - "K" – E-Verify Affidavit
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" and bid bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "A-1"

COST PROPOSAL

	Monitoring	Cost Per Month	Cost Per Year	X # of Alarms	Annual Cost
1	Digital Fire	\$ 15.00	\$ 180.00	8	\$ 1,440.00
2	Digital Burglar	\$ 15.00	\$ 180.00	10	\$ 1,800.00
3	Digital Combination Panel	\$ 20.00	\$ 240.00	10	\$ 2,400.00
4	IP Fire	\$ 30.00	\$ 360.00	8	\$ 2,880.00
5	IP Burglar	\$ 15.00	\$ 180.00	10	\$ 1,800.00
6	IP Combination Panel	\$ 30.00	\$ 360.00	10	\$ 3,600.00
7	Annual Inspection			56	\$ 7,000.00
	Total Annual Price (Items 1-7)				20,920.00

Bid will be awarded on Total Annual Price for Monitoring and Annual Inspection.

Labor Rates – For Repairs, Inspections and Installation:

Straight Time (8am -5pm Mon- Fri):	Per Hour:	\$ <u>70.00</u>
Overtime (after 5pm Mon- Fri, Weekends/Holidays):	Per Hour:	\$ <u>105.00</u>

Parts markup: 20 %

Reprogram all panels Ø one-time fee

St. Johns County reserves the right to accept or reject any or all quotes, waive minor formalities, and to award the bid/proposal that best serves the interests of the County.

BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING

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 Paul E. Gaumont who being duly sworn, deposes and says he is Sales Consultant (Title) of the firm of VKA Security Inc Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 21-95, Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring, in St. Johns County, Florida.

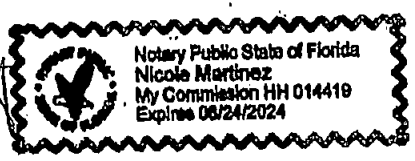
The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, 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.

[Signature]
(Bidder)

By: Paul Gaumont
Fire/Security Consultant
(Title)

Sworn and subscribed to me this 6 day
of JULY, 2021.

Notary Public: [Signature]
Signature: Nicole Martinez
Printed



My commission Expires: 6/24/2024

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

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date
Certified Alarm Systems Contractor I	EF0000621	State of Florida	8/31/2022
Bosch Certified Dealer		Bosch	N/A



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

ELECTRICAL CONTRACTORS LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

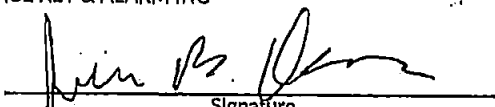
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

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!

Florida
dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EF0000621 ISSUED: 08/13/2020
CERT ALARM SYSTEM CONTRACTOR I
OAKLEY, JEFFREY B
VILLAGE KEY & ALARM INC


Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD**

LICENSE NUMBER: EF0000621

EXPIRATION DATE: AUGUST 31, 2022

THE ALARM SYSTEM CONTRACTOR I HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

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



ISSUED: 08/13/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Dealer Locator

Please enter your Address, City or Zip code below.

Location

Product Lines

Search

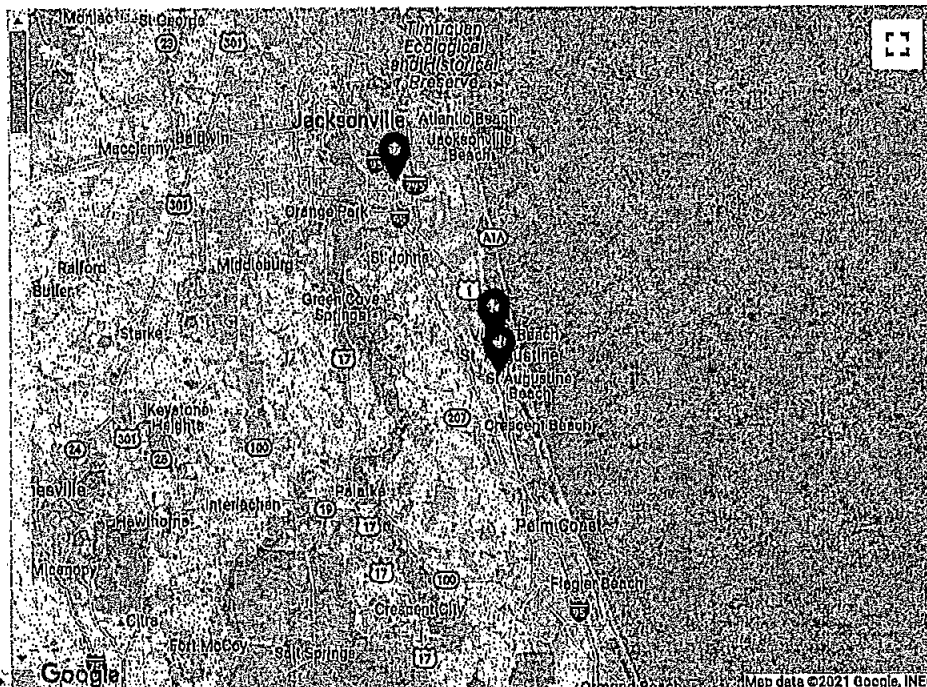
Village Key & Alarm, Inc.
441 S. R. 16
St. Augustine, FL 32084
(904) 824-5003
villagekeyandalarm.com

Security and Fire Electronics, Inc.
2590 Dobbs Road
St. Augustine, FL 32086
(904) 824-8553
safelinc.com

Allied Universal Technology Services
8936 Western Way
Jacksonville, FL 32256
(904) 647-4767
aus.com

Advanced Systems Limited Inc
11 SW 1st Street
Williston, FL 32698
(352) 628-0048
advancedsystemsllimited.com

Integrated Fire & Security



[Learn more about the X2 Connect partner program >](#)

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "D"

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

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

The bidder must attach a copy of each current license for the Sub-Contractor(s) listed below to this form.

Company Name	Division/Discipline	Primary Contact Name	Contact Number and Email Address
Bosch	Security/Fire	Keith Halstead	904.295.7513 keith.halstead@us.bosch.com
Honeywell	National Accounts	Sandy Roy	813-716-9821 Sandy.Roy@honeywell.com

BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING

ATTACHMENT "E"

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No. 21-95; 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 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.

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

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

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

Please check the appropriate statement:



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



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

Legal Name of Bidder:

Village Key and Alarm, Inc. OBA UKA Security

Authorized Representative(s) :


Signature

Paul Gaumont Security Consultant
Print Name/Title

Signature

Print Name/Title

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "F"

EXPERIENCE OF BIDDER FORM

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the past three (3) years of this solicitation. Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project.

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

By: Paul Gaumont 6-30-2021
 Bidder [Signature] Date
 Authorized Signature

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

Length of time in business: 47 Years

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION
7-22-19	Volusia County BOCC 123 W. Indiana Ave DeLand, FL 32720 Karnon Gardner 386-248-1760	100K	Fire/Security Service & Installs Inspections at all county buildings
6-1-16-534-2 6-1-21- 5-34-26	St. Johns County School Dist 40 Orange Street St. Augustine, FL 32084 James.Capeland@stjohns.k12.fl.us	75K	Fire/Security/Access/CCTV/cell booster Inspection/monitoring/Service for the School District 904-542-8153
10-1-2020	Clay County BOCC 477 Houston St Green Cove Springs, FL 32084 Jim.Horsef@claycountygov.com 904-7679-2163	35K	Fire/Security/Inspection & monitoring Service/Inspections/monitoring at all county buildings

BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING

ATTACHMENT "G"


DRUG-FREE WORKPLACE FORM

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

Village Key and Alarm, Inc. DBA UKA Security does:
Name of Firm

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

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


Signature

6-30-2021
Date

BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING

ATTACHMENT "H"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action _____ Captions of the Litigation or Arbitration _____

Amount at issue: N/A Name (s) of the attorneys representing all parties: _____

Amount actually recovered, if any: N/A

Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
Yes _____ No If yes, please explain in detail: _____

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?
Yes _____ No _____ If no, please explain why? N/A

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

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "I"

LOCAL PREFERENCE

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

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

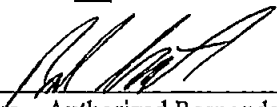
- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar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

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

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

✓

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


Signature – Authorized Respondent Representative

Paul Gaumont Security/Ine Consultant
Printed Name & Title

6-30-2021
Date of Signature

2020/2021 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

THIS RECEIPT IS ISSUED PURSUANT TO COUNTY ORDINANCE 17-36

ACCOUNT 1001656

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

EXPIRES September 30, 2021

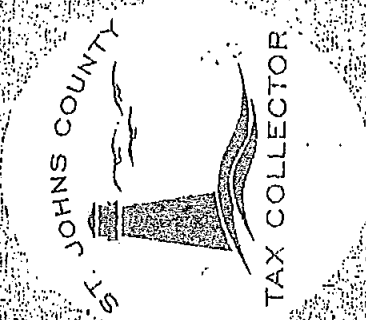
TYPE OF BUSINESS 000296 REPAIR SERVICE

BUSINESS ADDRESS 441 ST. RD. 16 ST. AUGUSTINE, FL 32084

BUSINESS NAME VILLAGE KEY & ALARMING OWNER OAKLEY, WANDA E. & JEFFERY B

MAILING ADDRESS 441 ST. RD. 16 ST. AUGUSTINE, FL 32084

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED
PAID - 8140563-0001-0001 501 07/27/2020 22.00



X NEW BUSINESS TRANSFER ORIGINAL TAX 22.00
AMOUNT 22.00
PENALTY .00
COLLECTION COST
TOTAL 22.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described herein when a franchise agreement, or other county commission, state or federal permission of authority is required by county, state or federal law.

2020/2021 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

THIS RECEIPT IS ISSUED PURSUANT TO COUNTY ORDINANCE 17-36

ACCOUNT 1001657

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

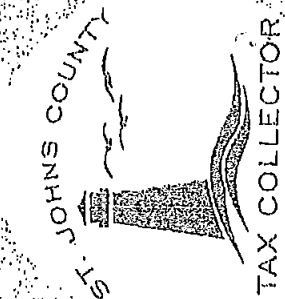
EXPIRES September 30, 2021

TYPE OF BUSINESS 000650 RETAIL SALES

BUSINESS ADDRESS 441 ST. RD. 16 ST. AUGUSTINE, FL 32084

BUSINESS NAME VILLAGE KEY & ALARMING OWNER OAKLEY, WANDA E. & JEFFERY B

MAILING ADDRESS 441 ST. RD. 16 ST. AUGUSTINE, FL 32084



X NEW BUSINESS TRANSFER ORIGINAL TAX 30.00
AMOUNT 30.00
PENALTY .00
COLLECTION COST
TOTAL 30.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described herein when a franchise agreement, or other county commission, state or federal permission of authority is required by county, state or federal law.

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED
PAID - 8140563-0002-0002 501 07/27/2020 30.00

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "J"

PROOF OF INSURANCE

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Holmes Organisation of Florida, Inc 11512 Lake Mead Ave, Bldg 800 Jacksonville FL 32256	CONTACT NAME: Chris Bagley		
	PHONE (A/C, No, Ext): 904-575-4557	FAX (A/C, No): 904-645-3805	
E-MAIL ADDRESS: cbagley@holmesorg.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Village Key & Alarm, Inc 441 State Road 16 Saint Augustine FL 32084	VILLA-0	INSURER A: Builders Mutual Insurance Company INSURER B: Scottsdale Insurance Co. INSURER C: AutoOwners Insurance Co INSURER D: INSURER E: INSURER F:	10844 41297 18988

COVERAGES **CERTIFICATE NUMBER:** 1488953726 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOG OTHER:			CPS7349007	4/20/2021	4/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			5194085800	8/1/2020	8/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CXS0007158	4/20/2021	4/20/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	WCP105204804	4/20/2021	4/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Errors & Omissions			CPS7349007	4/20/2021	4/20/2022	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

St. Johns County Board of County Commissioners 500 San Sebastian View ST Augustine FL 32084	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING

ATTACHMENT "K"

E-VERIFY AFFIDAVIT

Contract No.: Bid 21-95; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring

STATE OF Florida
COUNTY OF St. Johns

I, Paul Gaumont (hereinafter "Affiant"), being duly authorized by and on behalf of Village Key and Alarm, Inc. (hereinafter "Contractor") hereby swears or affirms as follows:

1. Contractor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 21-95 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Contractor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Contractor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Contractor further understands and agrees that in the event of such termination, Contractor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Contractor's breach.

DATED this 6 day of July, 2021.

[Signature]
Signature of Affiant

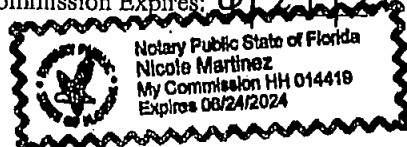
Paul Gaumont
Printed Name of Affiant

Sales Consultant
Printed Title of Affiant

Village Key and Alarm, Inc. DBA VKA Security
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 6 day of July, 2021, by Paul E. Gaumont (insert name and title of Affiant), who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: 6/24/21





St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

June 28, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 21-95; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; Purchasing Manager, 500 San Sebastian View; St. Augustine, FL 32084.

Questions:

1. Authorized Bosch dealer – I just want to make sure that you mean for your standard Bosch systems and not the proprietary Bosch Linel Systems.

Answer: Yes, standard Bosch dealer.

2. Is there any way to get a list of current a Make and Model and quantity of each for the communicators?

Answer: Currently the County does not have a complete list of communicators. Attached is a partial list for review.

3. Is there a site list with address, system type, number/type of devices?

Answer: See answer to question # 2

4. Are there days/hours to perform site visits?

Answer: No.

5. Are any of the site unoccupied during business hours?

Answer: Yes, there are some field houses at County parks that have burglar alarm that aren't constantly occupied.

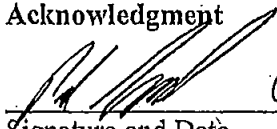
6. I couldn't find any drawings, Can you please advise if this is what you actually need or are there any other files I should be downloading?

Answer: There are no drawings for this bid, the cost proposal breakout Attachment "A-1" is on page 20 and the total annual price is on page 17.

THE BID DUE DATE REMAINS: Wednesday, July 7, 2021 at 2:00 P.M.

Acknowledgment

Sincerely,


Signature and Date

6/30/2021

Leigh A. Daniels, CPPB
Purchasing Manager
Purchasing Department

Paul Gaumont Sales Consultant
Printed Name and Title

Village Key and Alarm, Inc DBA UKA Security
Company Name (Print)

END OF ADDENDUM #1

CS#	Location Name	Address 1	Zip	Phone 1	Communication Type	Panel Type
FLH75498	SJC PUBLIC LIBRARY/SOUTH	6670 US 1 S,SOUTHEAST BRANCH	32086	904-827-6917	Cellular	FIRELITE 9200UDLS W/ NAPCO
FLH75801	SJC PUBLIC LIBRARY/NORTH	1960 N PONCE DE LEON BLVD,/NORTH	32095	904-827-6946	Cellular	BOSCH 8512 W/NAPCO STARLINK
FLH75433	SJC PARKS & RECREATION	1300 DUVAL ST,SOLOMON-CALHOUN COMMUNITY	32084	904-814-9032	Cellular	FIRELITE MS5UD W/ NAPCO
FLFL11006	SJC ADMIN BUILDING	500 SAN SEBASTIAN VIEW	32084	904-209-0650	Phone Lines	SK 6820XLEVS W/FIRELITE IPDACT
FLH75583	SJC PONTE VEDRA CONCERT HALL	1050 A1A N	32082	904-209-3752	Cellular	FIRELITE MS-9200UDLS W/ NAPCO
FLH75448	SJC PARKS & RECREATION-OFFICE	2175 MIZELL RD	32080	904-471-2161	Phone Lines	FIRELITE MS-5UD W/ PHONE LINES
FLH75465	SJC FIRE RESCUE STATION #16	235 MURABELLA PARKWAY,STATION #16	32092	904-209-1776	Phone Lines	EST QS-1 /W PHONE LINES
FLSI95464	SJC FIRE RESCUE STATION #9	2998 S PONTE VEDRA BLVD	32082	904-209-1769	Cellular	FIRELITE MS9200 W/ DSC CELL
FLH75466	SJC FIRE RESCUE STATION #15	220 PINE ISLAND RD	32095	904-209-1775	Phone Lines	FIRELITE 9200 W/ PHONE LINES
FLH71134	SJC PARKS & RECREATION	3140 RACETRACK RD	32259	904-287-3022	Cellular	SK 5208/STARLINK FIRE
FLH75468	SJC PARKS & RECREATION	500 DAVIS PARK RD,DAVIS PARK FIELD HOUSE	32081	904-669-2209	Cellular	SILENT KNIGHT 5208 W/ NAPCO
FLH75479	SJC AGRICULTURAL CENTER	3125 AGRICULTURAL CENTER DR	32092	904-209-0430	Cellular	FIRELITE MS9200 W/ NAPCO
FLH75496	SJC PARKS & RECREATION	200 SWAMP OAK TRIAL,RIVER TOWN STADIUM	32259	904-669-6149	Cellular	SILENT KNIGHT 5700 W/ NAPCO
FLSI92068	SJC UTILITY DEPARTMENT	860 W 16TH ST,GENERATOR ROOM	32080	904-209-2772	Cellular	FIRE LITE MS 9050 UDDSC 3G3070
FLH75499	SJC UTILITY DEPARTMENT	860 W 16TH ST	32080	904-209-2667	Cellular	FIRELITE ES50 W/ NAPCO
STAR10815	SJC SOUTHEAST ANNEX	6658 HWY 1 S	32086	904-209-2280	Cellular	FIRELITE MS9200 W/ NAPCO
STAR10728	SJC FIRE RESCUE STATION #5	3370 US HIGHWAY 1 S	32086	904-209-1772	Cellular	SK 6808 W/ NAPCO
STAR10740	SJC PARKS & REC - KETTERLINUS	60 ORANGE ST,GYM	32084	904-209-0381	Cellular	FIRELITE MS9050UD W/ NAPCO
STAR10775	SJC HEALTH AND HUMAN SERVICES	200 SAN SEBASTIAN VIEW	32084	904-827-6884	Cellular	SK 6808 W/STARLINK
FLH76715	SJC TAX COLLECTOR- MAIN	4030 LEWIS SPEEDWAY,BLDG C	32084	904-209-2250	Phone Lines	FIRELITE MS9200 W/ PHONE LINES
FLH75435	SJC PARKS & RECREATION	175 LANDRUM LN,PLAYERS COMMUNITY SENIOR CNTR	32082	904-209-0346	Phone Lines	NFW2-100 W/ PHONE LINES
FLM15177	SJC COURTHOUSE	SEE ZONE COMMENT FOR ADDRESS	32095	904-209-1563	Cellular	FIRELITE MS9600/BOSCH 7412GV2
FLM15178	SJC PUBLIC LIBRARY ANASTASIA	124 SEA GROVE MAIN ST,LIBRARY	32080	904-209-3733	Cellular	7412GV2/ES200X W/ TG7
FLH70005	SJC AMPHITHEATRE	1340 A1A S	32080	904-466-8359	Cellular	BOSCH 7412GV4 W/STARLINK
FLH75438	SJC UTILITY DEPARTMENT *4 OF 7	2100 ARC DR,WAREHOUSE	32084	904-209-2730	Phone Lines	EST QUICK START W/ PHONE LINES
FLH77486	SJC FIRE RESCUE & ADMIN	3657 GAINES RD,ADMIN	32095	904-209-1740	Phone Lines	FIRELITE ES200X W/ PHONELINES
FLM15182	SJC PUBLIC LIBRARY BARTRAM	60 DAVIS POND BLVD	32259	904-827-6964	Cellular	RAD D7212
FLH76716	SJC EMERGENCY OPERATIONS CENTE	100 EOC DR	32092	904-824-5550	Phone Lines	FIRELITE ES200X W/ PHONELINES
FLH75507	SJC UTILITY DEPARTMENT *1 OF 7	1205 HIGHWAY 16 (SR)	32084	904-209-2701	Cellular	FIRELITE 9200 W/ NAPCO

Total Cellular: 20
Total Phone Lines: 9
Total IP: 1

THIS DOCUMENT HAS A WATERMARK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT BORDER AND THERMOCHROMIC. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.



67-98/632

11396299

CASHIER'S CHECK

PAY TO THE ORDER OF ST JOHNS COUNTY BOARD OF COUNTY COM

DATE 07/06/2021

\$2,000.00

BID-21-95



DOLLARS

NOTICE TO THE CUSTOMER:
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, PURCHASER AGREES TO PROVIDE DECLARATION OF LOSS PRIOR TO THE REFUND OR REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN. REFUNDS AND REPLACEMENTS CANNOT BE MADE FOR 90 DAYS AFTER ISSUANCE OF ORIGINAL CHECK.

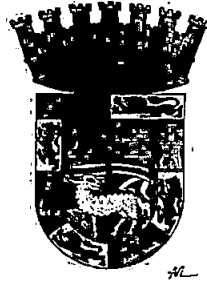


REMITTER: VILLAGE KEY & ALARM

Jenni Lane

AUTHORIZED SIGNATURE





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

BID NO: 21-95

**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
www.sjcfl.us/Purchasing/Index.aspx**

Final: 6/7/21

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders
Instruction to Bidders
Official County Bid Form
Attachments:

- "A" – St Johns County Board of County Commissioners Affidavit
- "B" – Certificate as to Corporate Principal
- "C" – License/Certification List
- "D" – List of Proposed Sub-Contractors/Suppliers
- "E" – Conflict of Interest Disclosure Form
- "F" – Experience of Bidder Form
- "G" – Drug Free Workplace Form
- "H" – Claims, Liens, Litigation History
- "I" – Local Preference
- "J" – Proof of Insurance
- "K" – E-Verify Affidavit
- Bid Bond

PROJECT SPECIFICATIONS

BID NO: 21-95

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, July 7, 2021 by the St. Johns County Purchasing Department, located at 500 San Sebastian View, St. Augustine, Florida 32084 for **Bid No: 21-95; 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 who shall be responsible for providing 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.

Bid Documents may be obtained from DemandStar, Inc., at their website www.demandstar.com, by requesting Document # 21-95. For technical assistance with this Website please contact DemandStar Services at 1-866-273-1863. A link to the DemandStar website is available through the St. Johns County Purchasing Website by clicking on the following link: <http://www.sjcfl.us/Purchasing/OpenBids.aspx>. Bid Documents may also be requested, in writing, from the Designated Point of Contact as provided herein.

Any and all questions related to this project shall be directed, in writing, to Leigh A. Daniels, CPPB, Purchasing Manager, SJC Purchasing Department, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. Questions are due no later than four o'clock (4:00PM EDST) on **Thursday, June 24, 2021**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative. If the Designated Point of Contact provided above is absent or unavailable for three (3) business days, bidders may contact Shelly Vongchanta, Procurement Coordinator at svongchanta@sjcfl.us.

Contractors 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.

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

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

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
BRANDON J. PATTY, CLERK OF THE CIRCUIT COURT & COMPTROLLER**

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

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

PROJECT: BID NO. 21-95; 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 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.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is Leigh A. Daniels, CPPB, Purchasing Manager, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed, *in writing*, via email to ldaniels@sjcfl.us or fax to (904) 209-0155. Bidders shall not contact, lobby, or otherwise communicate with any other County Staff, including members of the Board of County Commissioners, other than the designated representative shown above.

If the Designated Point of Contact provided above is absent or unavailable for three (3) business days, bidders may contact Shelly Vongchanta, Procurement Coordinator at svongchanta@sjcfl.us.

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

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact, as provided above, no later than four o'clock (4:00PM EDST) on **Thursday, June 24, 2021**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **TRIPPLICATE** (one (1) original and two (2) copies) on the required forms provided herein by or before **Wednesday, July 7, 2021 at 2:00PM EDST**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "**BID NO: 21-95 - 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. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

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

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

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

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

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

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

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

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged

copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SECURITY

Each submitted Bid shall be accompanied by a Bid Security, submitted on the Bid Bond Form provided herein, or in the form of a certified or cashier's check, in the amount of **Two Thousand (\$2,000.00)**, pledging that the Bidder will enter into a contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the Owner, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

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

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

BID POSTPONEMENT/CANCELLATION

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

MODIFICATION OR WITHDRAWAL OF BID

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

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

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

COSTS INCURRED BY BIDDERS

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

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an 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 County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

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

If 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.

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

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

LOCAL PREFERENCE

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

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

MINIMUM QUALIFICATION OF CONTRACTORS

Bidders must be licensed to do business in the State of Florida, and in St. Johns County, FL.

Bidders shall be an authorized Bosch dealer.

Bidders must have been in business for three (3) years prior to bid submission.

Each Bidder must complete **Attachment "C"** – License/Certification List and submit a copy of any and all listed licenses and certificates with each copy of the submitted Bid Proposal, along with documentation proving the required qualifications stated above. Upon award, and prior to the execution of a Contract Agreement, the awarded firm will be required to show proof of a Local Business Tax Receipt for St. Johns County.

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

- a.) Level I Background Screenings are required for any and all Contractor provided personnel performing services on County property. Background screenings include, but are not limited to, national and local criminal history, driver license record, national sexual offender, and employment history.
- b.) Contractor provided personnel who undergo a Level I Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, entered into a pre-trial intervention in a felony case, or have been found guilty of any crimes involving drugs and/or theft may not perform any services under the awarded Agreement, if it is determined that the arrest record and/or the Court's action is relevant to the position and therefore makes the individual unsuitable to perform services on County property.
- c.) The awarded Contractor shall be required to make any and all records from background screenings of Contractor provided personnel available to the County for review/audit, upon request from the County. The Contractor shall be responsible for obtaining any and all necessary permissions from the screened individuals allowing the transmission of records to the County for review.
- d.) Any and all subcontractors performing work under the direction of the Contractor shall be required to comply with the same background check requirements as provided herein.

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 Agreement between Owner and Contractor where the basis of payment is a Stipulated Sum. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Contractor shall return signed copies of the Contract Agreement to the SJC Purchasing Department within ten

(10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed original copy of the Contract Agreement to the Contractor no later than seven (7) consecutive calendar days after the return of the signed copies from the Contractor (but no later than seventeen (17) days from the Notice of Award).

CONTRACT DURATION & RENEWAL

If awarded, the initial contract term shall be for a period of one (1) calendar year, providing satisfactory performance has been maintained by the Contractor, and availability of funding. The contract may be renewed in one (1) year increments, for a maximum of four (4) one-year renewals. These contract renewals shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the appropriate St. Johns County representatives. The County is under no obligation to exercise any of the available renewals. All renewals available under this contract are optional to the County.

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.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal. No fuel or transportation surcharges, or any other fees or costs shall be paid in addition to the prices submitted.

CONTRACTOR SAFETY AND HEALTH REQUIREMENTS

The Contractor shall be responsible for supervising all safety precautions, including initiating and maintaining such programs in connection with the performance of the Contract and for adequate maintenance of traffic.

The Contractor shall designate a member of the on-site construction team whose duty shall be the prevention of accidents. Unless notified otherwise in writing by the Contractor to the Owner and the Engineer, this person shall be the Contractor's Superintendent.

A. OSHA Requirements:

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

B. Compliance with Occupational Safety and Health Act:

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

C. Training and Education:

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

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

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

awareness should be provided in the areas of: 1) Fall Hazards, 2) Caught-In and Between Hazards, 3) Struck-By Hazards, and 4) Electrocution Hazards.

D. Toxic Substances/Federal Hazard Communication “Right To Know and Understand” Regulations:

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

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

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

E. Temporary Traffic Control (TTC)/Maintenance of Traffic (MOT)

The Contractor must comply with the Florida Department of Transportation’s (DOT) Temporary Traffic Control (TTC) and the Manual on Uniform Traffic Control Devices (MUTCD) in the planning, development, design, implementation, operation, enforcement and inspection of work zone related transportation management and temporary traffic control on streets and highways within the State Highway System right-of-way. Training in the Advanced, Intermediate, and Flagger categories must be completed by the Contractor for their employees when performing right-of-way work while under contract with St. Johns County. Contractor employees must wear a Class II (daytime), Class III (night/limited visibility) high-visibility safety vest or equivalent high-visibility apparel while performing any work that places them in the right-of-way

EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

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

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

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

INDEMNIFICATION

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

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this 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, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, 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. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during the term of the Contract Agreement, the County may terminate the Contract Agreement, for Cause.

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, in order to enter into a contract with that vendor to complete the remaining, specified services to prevent a gap in performance of services for the County, if it serves the best interest of the County to do so.

PRICING

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 (All Urban Consumers – All Items), 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.

INVOICING

The Contractor shall submit an invoice to the appropriate SJC Department contact at the end of each month. The date of the invoice shall not exceed thirty (30) calendar days from the date of services performed. Under no circumstances shall the invoice be submitted to the County in advance of the performance of services. The County reserves the right to refuse or prorate payment based on unsatisfactory performance of services during any month. Failure to submit invoices in the prescribed manner may delay payment. Invoices shall be submitted as stated below:

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

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

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

- 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.

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, throughout the duration of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

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

PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sicfl.us**

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

**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: 21-95: Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

TOTAL ANNUAL PRICE: (Total of Annual Price for Monitoring and Annual Inspection)

\$ _____
Total Annual Price (Numerical)

_____/100 Dollars
Total Annual Price (Amount written or typed in words)

Bidder shall insert the Total Annual Price in numerals and in words. Any discrepancy between the submitted amounts shall be determined by the amount written in words.

The pricing submitted above shall include any and all fees, taxes, surcharges, and any other costs associated with performing the work required by this Contract. All pricing submitted above shall be the final price charged to the County for work performed.

St. Johns County reserves the right to accept or reject any or all quotes, waive minor formalities, and to award the bid/proposal that best serves the interests of the County.

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 **Two Thousand dollars (\$2,000.00)**, 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
 - “A-1” – Cost Proposal
 - “A” – St Johns County Board of County Commissioners Affidavit
 - “B” – Certificate as to Corporate Principal
 - “C” – License/Certification List
 - “D” – List of Proposed Sub-Contractors/Suppliers
 - “E” – Conflict of Interest Disclosure Form
 - “F” – Experience of Bidder Form
 - “G” – Drug Free Workplace Form
 - “H” – Claims, Liens, Litigation History
 - “I” – Local Preference
 - “J” – Proof of Insurance
 - “K” – E-Verify Affidavit
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments “A”, “B”, “C”, “D”, “E”, “F”, “G”, “H”, “I”, “J”, “K” and bid bond must be completed, along with a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal. One (1) original and two (2) copies of all required forms must be submitted.

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
 INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "A-1"

COST PROPOSAL

	Monitoring	Cost Per Month	Cost Per Year	X # of Alarms	Annual Cost
1	Digital Fire			8	
2	Digital Burglar			10	
3	Digital Combination Panel			10	
4	IP Fire			8	
5	IP Burglar			10	
6	IP Combination Panel			10	
7	Annual Inspection			56	
	Total Annual Price (Items 1-7)				

Bid will be awarded on Total Annual Price for Monitoring and Annual Inspection.

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: _____%

Reprogram all panels _____ one-time fee

St. Johns County reserves the right to accept or reject any or all quotes, waive minor formalities, and to award the bid/proposal that best serves the interests of the County.

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

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: 21-95, 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: _____

(Title)

Notary Public:

Signature

Printed

My commission Expires: _____

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

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "B"

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Secretary

Corporate Seal

(STATE OF FLORIDA
COUNTY OF ST. JOHNS)

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

Subscribed and sworn to me this _____ day of _____, 21 __, A.D.

NOTARY PUBLIC
State of Florida-at-large

My Commission Expires:

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

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "C"

LICENSE / CERTIFICATION LIST

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

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

License Name	License #	Issuing Agency	Expiration Date

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "D"

LIST OF PROPOSED SUB-CONTRACTORS/SUPPLIERS

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

The bidder must attach a copy of each current license for the Sub-Contractor(s) listed below to this form.

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

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "E"

CONFLICT OF INTEREST DISCLOSURE FORM

Project Number/Description: Bid No. 21-95; 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 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.

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

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

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

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Bidder: _____

Authorized Representative(s) : _____

Signature	Print Name/Title
Signature	Print Name/Title

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "F"

EXPERIENCE OF BIDDER FORM

Bidder acknowledges that he is fully licensed to perform work in the STATE OF FLORIDA.

The Bidder shall provide the following information regarding experience within the **past three (3) years** of this solicitation. Bidder must demonstrate the successful completion of **three (3) projects** of similar complexity, nature, size, and dollar amount of project.

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

By: _____
 Bidder _____ Date _____

 Authorized Signature

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

Length of time in business: _____ Years

DATE OF CONTRACT	CLIENT'S NAME, ADDRESS, PHONE AND EMAIL	CONTRACT AMOUNT	PROJECT AND LOCATION

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "G"

DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

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

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

Signature

Date

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

**ATTACHMENT "H"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)**

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?
Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final?
Yes _____ No _____ If no, please explain why? _____

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

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail: _____

(Use additional or supplemental pages as needed)

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "I"

LOCAL PREFERENCE

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

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

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

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

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

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

Signature – Authorized Respondent Representative

Printed Name & Title

Date of Signature

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "J"

PROOF OF INSURANCE

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

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

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

**BID NO: 21-95; FIRE AND/OR BURGLAR ALARM SYSTEMS
INSTALLATION, SERVICE, INSPECTION, AND MONITORING**

ATTACHMENT "K"

E-VERIFY AFFIDAVIT

Contract No.: Bid 21-95; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring

STATE OF _____

COUNTY OF _____

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

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

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

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

Notary Public
My Commission Expires: _____

BID NO: 21-95

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 Two Thousand Dollars (\$ 2,000.00) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 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 ninety (90) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

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

BID NO: 21-95

WITNESSES:

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

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED
OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

SPECIFICATIONS

**BID NO: 21-95; 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 \$2,000.00. 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 Facilities Management 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. (Underwriters Laboratories) 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 alarm and/or burglar alarm 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 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.

An estimate of communication types for fire and burglar alarm panels and listing of manufacturers (be aware this can change at any time):

- 28 Cellular panels
- 27 digital panels
- 10 IP panels

Manufacturers/brands:

- Bosch(must be Bosch authorized dealer)
- Firelite
- Notifier
- Firefinder
- Silent Knight
- Est Fireshield
- Est Quickstart
- Est 3x

Radionics
Simplex
Ademco
DSC,
GE Caddex
Simplex

The following accounts require text, email notifications or app referencing for Building Operations to place system on test:

Courthouse, Permit Center, Service Center, Central Receiving, County Administration, Health & Human Services, Hastings Storage, Julington Creek Annex, Southeast Annex, Davis Park


All existing accounts and control panels will require service to be reprogrammed during the initial setup for monitoring services.

SEALED BID MAILING LABEL

**Bid No: 21-95; 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: 21-95
BID TITLE:	Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring
DUE DATE/TIME:	By 2:00PM – July 7, 2021
SUBMITTED BY:	_____ Company Name
	_____ Company Address
	_____ Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine, FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

June 28, 2021

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 21-95; Fire and/or Burglar Alarm Systems Installation, Service, Inspection, and Monitoring

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and **return an original and two (2) copies of this signed Addendum with the submitted bid proposal to the St. Johns County Purchasing Department, Leigh A. Daniels, CPPB; Purchasing Manager, 500 San Sebastian View; St. Augustine, FL 32084.**

Questions:

1. Authorized Bosch dealer – I just want to make sure that you mean for your standard Bosch systems and not the proprietary Bosch Linel Systems.

Answer: Yes, standard Bosch dealer.

2. Is there any way to get a list of current a Make and Model and quantity of each for the communicators?

Answer: Currently the County does not have a complete list of communicators. Attached is a partial list for review.

3. Is there a site list with address, system type, number/type of devices?

Answer: See answer to question # 2

4. Are there days/hours to perform site visits?

Answer: No.

5. Are any of the site unoccupied during business hours?

Answer: Yes, there are some field houses at County parks that have burglar alarm that aren't constantly occupied.

6. I couldn't find any drawings, Can you please advise if this is what you actually need or are there any other files I should be downloading?

Answer: There are no drawings for this bid, the cost proposal breakout Attachment "A-1" is on page 20 and the total annual price is on page 17.

THE BID DUE DATE REMAINS: Wednesday, July 7, 2021 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Leigh A. Daniels, CPPB
Purchasing Manager
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #1

CS#	Location Name	Address 1	Zip	Phone 1	Communication Type	Panel Type
FLH75498	SJC PUBLIC LIBRARY/SOUTH	6670 US 1 S,SOUTHEAST BRANCH	32086	904-827-6917	Cellular	FIRELITE 9200UDLS W/ NAPCO
FLH75801	SJC PUBLIC LIBRARY/NORTH	1960 N PONCE DE LEON BLVD,NORTH	32095	904-827-6946	Cellular	BOSCH 8512 W/NAPCO STARLINK
FLH75433	SJC PARKS & RECREATION	1300 DUVAL ST,SOLOMON-CALHOUN COMMUNITY	32084	904-814-9032	Cellular	FIRELITE MS5UD W/ NAPCO
FLFL11006	SJC ADMIN-BUILDING	500 SAN SEBASTIAN VIEW	32084	904-209-0650	Phone Lines	SK 6820XLEVS W/FIRELITE IPDACT
FLH75583	SJC PONTE VEDRA CONCERT HALL	1050 A1A N	32082	904-209-3752	Cellular	FIRELITE MS-9200UDLS W/ NAPCO
FLH75448	SJC PARKS & RECREATION-OFFICE	2175 MIZELL RD	32080	904-471-2161	Phone Lines	FIRELITE MS-5UD W/ PHONE LINES
FLH75465	SJC FIRE RESCUE STATION #16	235 MURABELLA PARKWAY,STATION #16	32092	904-209-1776	Phone Lines	EST QS-1 /W PHONE LINES
FLSI95464	SJC FIRE RESCUE STATION #9	2998 S PONTE VEDRA BLVD	32082	904-209-1769	Cellular	FIRELITE MS9200 W/ DSC CELL
FLH75466	SJC FIRE RESCUE STATION #15	220 PINE ISLAND RD	32095	904-209-1775	Phone Lines	FIRELITE 9200 W/ PHONE LINES
FLH71134	SJC PARKS & RECREATION	3140 RACETRACK RD	32259	904-287-3022	Cellular	SK 5208/STARLINK FIRE
FLH75468	SJC PARKS & RECREATION	500 DAVIS PARK RD,DAVIS PARK FIELD HOUSE	32081	904-669-2209	Cellular	SILENT KNIGHT 5208 W/ NAPCO
FLH75479	SJC AGRICULTURAL CENTER	3125 AGRICULTURAL CENTER DR	32092	904-209-0430	Cellular	FIRELITE MS9200 W/ NAPCO
FLH75496	SJC PARKS & RECREATION	200 SWAMP OAK TRIAL,RIVER TOWN STADIUM	32259	904-669-6149	Cellular	SILENT KNIGHT 5700 W/ NAPCO
FLSI92068	SJC UTILITY DEPARTMENT	860 W 16TH ST,GENERATOR ROOM	32080	904-209-2772	Cellular	FIRE LITE MS 9050 UDDSC 3G3070
FLH75499	SJC UTILITY DEPARTMENT	860 W 16TH ST	32080	904-209-2667	Cellular	FIRELITE ES50 W/ NAPCO
STAR10815	SJC SOUTHEAST ANNEX	6658 HWY 1 S	32086	904-209-2280	Cellular	FIRELITE MS9200 W/ NAPCO
STAR10728	SJC FIRE RESCUE STATION #5	3370 US HIGHWAY 1 S	32086	904-209-1772	Cellular	SK 6808 W/ NAPCO
STAR10740	SJC PARKS & REC - KETTERLINUS	60 ORANGE ST,GYM	32084	904-209-0381	Cellular	FIRELITE MS9050UD W/ NAPCO
STAR10775	SJC HEALTH AND HUMAN SERVICES	200 SAN SEBASTIAN VIEW	32084	904-827-6884	Cellular	SK 6808 W/STARLINK
FLH76715	SJC TAX COLLECTOR- MAIN	4030 LEWIS SPEEDWAY,BLDG C	32084	904-209-2250	Phone Lines	FIRELITE MS9200 W/ PHONE LINES
FLH75435	SJC PARKS & RECREATION	175 LANDRUM LN,PLAYERS COMMUNITY SENIOR CNTR	32082	904-209-0346	Phone Lines	NFW2-100 W/ PHONE LINES
FLM15177	SJC COURTHOUSE	SEE ZONE COMMENT FOR ADDRESS	32095	904-209-1563	Cellular	FIRELITE MS9600/BOSCH 7412GV2
FLM15178	SJC PUBLIC LIBRARY ANASTASIA	124 SEA GROVE MAIN ST,LIBRARY	32080	904-209-3733	Cellular	7412GV2/ES200X W/ TG7
FLH70005	SJC AMPHITHEATRE	1340 A1A S	32080	904-466-8359	Cellular	BOSCH 7412GV4 W/STARLINK
FLH75438	SJC UTILITY DEPARTMENT *4 OF 7	2100 ARC DR,WAREHOUSE	32084	904-209-2730	Phone Lines	EST QUICK START W/ PHONE LINES
FLH77486	SJC FIRE RESCUE & ADMIN	3657 GAINES RD,ADMIN	32095	904-209-1740	Phone Lines	FIRELITE ES200X W/ PHONELINES
FLM15182	SJC PUBLIC LIBRARY BARTRAM	60 DAVIS POND BLVD	32259	904-827-6964	Cellular	RAD D7212
FLH76716	SJC EMERGENCY OPERATIONS CENTE	100 EOC DR	32092	904-824-5550	Phone Lines	FIRELITE ES200X W/ PHONELINES
FLH75507	SJC UTILITY DEPARTMENT *1 OF 7	1205 HIGHWAY 16 (SR)	32084	904-209-2701	Cellular	FIRELITE 9200 W/ NAPCO

Total Cellular: 20
Total Phone Lines: 9
Total IP: 1