SUBJECT: PIGGYBACK ST. JOHNS COUNTY FL BID 17-71 FOR INSTALLATION & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS

BID #: PSC-0437-20 **OPEN DATE:**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH DECEMBER 1, 2022, WITH ONE (1) FIVE (5) YEAR RENEWAL OPTION

AGENCY: PUBLIC BUILDINGS

BASIS OF AWARD: PER PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to piggyback St. Johns County, FL Bid 17-71 for Installation & Repair of Countywide Access Control & CCTTV Systems on an as needed basis. Period of Service will be from date of executed contract through December 1, 2022, with one (1) five (5) year renewal option. Total award amount not-to-exceed $250,000.00.

This award will be funded by various account (s) and executed by formal contract through Office of General Counsel and processed via individual Purchase Order(s).

Attachments: Recommendation Memo, St. Johns County Master Contract #17-MCC-WWG-08661, St. Johns County RFP 17-71, Addendum 1 RFP 17-71, Notice of Award, Invitation to Piggyback, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
MARILYN LAIDLER GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Roy Birbal, Chief, Public Buildings Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

SCIEHOL-01

EVANGELINEICK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/11/2020

APPROVED
By WVerdejo at 2:14 pm, Mar 11, 2020

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 have ADDITIONAL INSURED provisions or 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
NFP Property & Casualty Services, Inc.
6333 Greenwich Drive
Suite 230
San Diego, CA 92122

CONTACT NAME:
PHONE (A/C, No, Ext): (858) 869-8300 FAX (A/C, No): (858) 869-8301
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER C : Commerce and Industry Insurance Company	19410
INSURER D : Indian Harbor Insurance Company	36940
INSURER E :	
INSURER F :	

INSURED
W.W. Gay Fire Protection, Inc.
2251 Rosselle St.
Jacksonville, FL 32204

COVERAGES CERTIFICATE NUMBER: 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR	X	X	51GL014498191	7/1/2019	7/1/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER							$	
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO	X	X	CA4257357	7/1/2019	7/1/2020	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$	10,000,000
	X EXCESS LIAB CLAIMS-MADE			51CC005276191	7/1/2019	7/1/2020	AGGREGATE	$	
	DED X RETENTION $ 10,000						Prod/CO Agg	$	10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) N / A		X	WC062499258	7/1/2019	7/1/2020	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
D	Pollution/Prof Liab		X	PEC0054554	7/1/2019	7/1/2020	Each Act or Cond/Agg		5,000,000
D	Pollution/Prof Liab			PEC0054554	7/1/2019	7/1/2020	SIR		10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project Name: Contract #17-MCC-WWG-08661 - Installation & Repair of Access Controls & CCTV systems. The City of Jacksonville its members, officials, officers, employees and agents are named as Additional Insured with regard to General Liability and Auto Liability. Coverages are Primary & Non-Contributory. A waiver of subrogation in favor of The City of Jacksonville its members, officials, employees and agents applies to General Liability, Auto Liability, Professional Liability and Workers Compensation. 30 day notice of cancellation to the City of Jacksonville applies. *THIS CERTIFICATE CANCELS & SUPERSEDES THE CERTIFICATE ISSUED ON 2/28/20*.

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202

CANCELLATION

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
NAMED INSURED		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
CHANGES		

Authorized Representative Signature

Copyright, Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc., 1983

PSC-0437-20

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL 32208
(904) 255-4343
www.coj.net

ONE CITY. ONE JACKSONVILLE.

March 20, 2020

MEMORANDUM

TO: **Gregory W. Pease, Chief Procurement Division**

THRU: **John P. Pappas, P.E., Director**

FROM: **Roy Birbal, Chief**

SUBJECT: **Recommendation to Piggyback Bid 17-71 with W.W. Gay Fire Protection dba W.W. Gay Fire & Integrated Systems, Inc. for Installation & Repair of Countywide Access Control & CCTV Systems**

W.W. Gay Fire Protection dba W.W. Gay Fire & Integrated Systems, Inc. has a current contract (Bid # 17-71) with St. Johns County Fl. which was competitively Bid.

The Public Building Division recommends piggybacking on the referenced St. Johns County Fl. contract for as needed Installation and Repair of Access Control and CCTV Systems, with a not-to-exceed limit of $250,000.00 account to be determined at the time the purchase order is issued. The current term of the agreement will be from the date of executed contract through December 1, 2022 with the option of five 1-year renewals.

Your assistance in concurring with this recommendation would be appreciated. If you have questions or need additional information regarding this request, please contact David Smith 255-4342.

Attachments: St. Johns County Master Contract # 17-MCC-WWG-08661
St. Johns County RFP 17-71
Addendum 1 RFP 17-71
Notice of Award
Invitation to Piggyback
Certificate of Insurance

cc: Ann Brackin, Public Works Contracts & Finance Manager
Marilyn Laidler, Purchasing Analyst
David Smith, Contract Administration Coordinator

CONTRACT AGREEMENT
RFP NO: 17-71; Installation & Repair of Countywide Access Control & CCTV Systems
Master Contract #: 17-MCC-WWG-08661

This Contract Agreement (Agreement) is made as of this 1st day of December, 2017, between **St. Johns County, FL** ("County"), a political subdivision of the state of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **W. W. Gay Fire Protection dba W. W. Gay Fire & Integrated Systems, Inc** ("Contractor"), authorized to do business in the state of Florida, with mailing address: 522 Stockton Street, Jacksonville, FL 32204; Phone: (904) 387-7973; Fax: (904) 394-7261; Email: tdao@wwgfp.com.

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

ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of five (5) calendar years, and may be renewed for up to five (5) one (1) year renewal periods. This Agreement may be renewed, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew 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 satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all documents associated with the Request for Proposals and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Amendments or Change Orders issued hereafter and signed by both parties.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to perform installation and repair services for countywide access control and CCTV systems for the St. Johns County Building Operations, as specified in Exhibit "B" – Specifications, attached hereto, as submitted by the Contractor, and approved by the County in accordance with RFP No: 17-71 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of the St. Johns County Facilities Management Administrative Manager, or the St. Johns County Purchasing Department, who shall act as the County's representative during the performance of services under this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the Services required under this Contract according to each schedule approved by the County. Any changes to the schedule shall be approved by the County and the Contractor prior to any work being done under an alternate schedule.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

A. The County shall compensate the Contractor in accordance with the Unit Prices as submitted in Exhibit A-1, which shall include any and all direct and indirect costs, and reimbursable expenses.

B. It is strictly understood that the Contractor's compensation is based upon the 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 on a monthly basis. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:

1. The Contractor has billed the County for all services rendered by it and any of its 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 Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's Contractors or sub-Contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.

F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Facilities Management
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 fourteen (14) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

A. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

B. It is expressly noted that, should the County issue more than one notice of default to the Contractor within any six consecutive months during the term of this Agreement, such action 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 services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County.

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

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

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

ARTICLE 11 – BACKGROUND SCREENINGS

The Contractor shall be required to perform background screenings on any and all employees and other personnel, including subcontractors that will perform services, at any time, on County property, under the awarded Contract. The 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. Level II Background Screenings are required for any and all Contractor provided personnel as specified in Chapter 435.06, Florida Statutes.

C. Contractor provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, 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.

D. 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.

E. 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.

ARTICLE 12 – 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 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Contractor. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this 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 performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 – LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in require licenses, permits, or certifications required for any portion of the work.

ARTICLE 16 - INSURANCE

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

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

The Contractor shall maintain 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 the Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

The Contractor shall maintain during the life of this 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 a Contractor.

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

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

ARTICLE 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 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 – NO THIRD PARTY BENEFICIARIES

Both the County and the Contractor explicitly agree, 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 23 - EXCUSABLE DELAYS

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Contractor is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

ARTICLE 24 – EXCUSABLE DELAYS

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

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

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

ARTICLE 25 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

Contractor shall keep all 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, confidential. Such information 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 26 - INDEPENDENT CONTRACTOR RELATIONSHIP

With respect to the Contractor's performance of all work services and activities under this Agreement, the Contractor shall be 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 27 - CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this 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.

ARTICLE 28 - 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 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 days written notice.

ARTICLE 29 - 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 30 - 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 31 - 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 32 – COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE 33 - 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 conduct its business activities in a reputable manner at all times.

ARTICLE 34 - 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 35 - 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 an amended task order as provided in Article 4. The Contractor shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

ARTICLE 36 - FLORIDA LAW & VENUE

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

ARTICLE 37 - 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 38 - 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: Jaime T. Locklear, MPA, CPPB, FCCM
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

W.W. Gay Fire Protection dba W.W. Gay Fire & Integrated Systems, Inc
Attn: Mr. Nandla Paryani, President
522 Stockton Street
Jacksonville, Florida 32204

ARTICLE 39 - 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 40 –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.

C. 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.

D. 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: OCA, ATTN: Public Records Manager, 500 San Sebastian View, St. Augustine, FL 32084, PH: (904) 209-0805, EMAIL: publicrecords@sjcfl.us.

ARTICLE 41 – USE OF COUNTY LOGO

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

ARTICLE 42 – 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) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Access and Audits; (5) Enforcement Costs; and (6) Access to Records.

ARTICLE 43 – AUTHORITY TO EXECUTE

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

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

ST. JOHNS COUNTY, FL:

Jaime T. Locklear, MPA, CPPB, FCCM
Printed Name of County Representative

Assistant Purchasing Manager
Title of County Representative

Signature – County Representative

12/1/17
Date of Execution

CONTRACTOR:

W. W. Gay Fire Protection dba
W. W. Gay Fire & Integrated Systems, Inc.
Company Name

Signature of Contractor Representative

Chuck Kesslar, Division Manager
Printed Name & Title

11-30-2017
Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Pam Halterman
Deputy Clerk

12/1/17
Date

ST JOHNS COUNTY
DEC 01 '17
PURCHASING

LEGALLY SUFFICIENT:

Deputy County Attorney

12/4/17
Date of Execution

RFP NO: 17-71; INSTALLATION & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS

EXHIBIT "A"

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Hourly Rates as submitted on the "Pricing Proposal Form" in the RFP Documents.

Price adjustments will be considered on an annual basis, in accordance with the most current Consumer Price Index (CPI) percentage. Requests for changes to the pricing must be submitted to the Purchasing Manager no later than ninety (90) days prior to the anniversary date of the Agreement for review. If approved, changes to the rates shall be authorized through a Contract Amendment, and signed by both parties.

RFP NO: 12-37; INSTALLATION, MAINTENANCE & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS

EXHIBIT "A-1"

CONTRACT PRICING

These contract Hourly Rates and Parts Markup Percentage shall remain firm throughout the duration of the contract.

Hourly Rates:

A. **Straight Time Hourly Rate: $52.00**
This unit price is the hourly rate for all work provided to the County during normal business hours (i.e. Monday – Friday, 8:00am – 5:00pm, excluding holidays.

B. **After Hours Hourly Rate: $63.00**
This unit price is the hourly rate for all work provided to the County during hours other than those classified as "business hours" as stated above.

Parts Markup Percentage: 19%

RFP NO: 12-37; INSTALLATION, MAINTENANCE & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS
EXHIBIT "B"

SPECIFICATIONS

RESPONSIBILITIES OF THE CONTRACTOR
Upon award, the Contractor shall have various responsibilities that must be performed as required by the Contract. These responsibilities are as follows:

1. **SERVICES**
   The Contractor shall perform as needed installation and repair services of the countywide access control and CCTV systems. The Contractor shall be responsible for providing any and all materials, equipment and labor necessary to perform the required services.

   Any and all programming performed by the Contractor, shall be completed within ten (10) business days of installation of the equipment at the project location. If all necessary information for programming is not provided to the Contractor, by the County, within ten (10) business days of installation by the Contractor, the County shall become responsible for programming the installed equipment.

   All equipment, materials and workmanship for each project shall be warranted against defects for a minimum of one (1) year from the date of project completion.

2. **PROJECT PROPOSALS**
   For each new project, or scope of work, the County shall request a written pricing proposal. This proposal shall include a detailed description of the scope of work to be performed, an itemized price list for all parts, materials, the markup on all parts and materials, and labor necessary to complete the work, as well as an estimated schedule for completion of the project. Project proposals must identify hours to be charged as "Straight Time" and/or "After Hours" rates per the description of Service Rates in Sub-Section 4 below.

   The Contractor shall include with each proposal a maximum 5% contingency line item, for unexpected additional costs that may arise during the performance of the work. This contingency shall be negotiated and approved by the County, prior to commencement of any performance of work by the Contractor on the project. This contingency shall not apply to work added by the County to the project, outside the original scope of work. In the event the County would request additional items to be added, a new (revised) proposal for the project will need to be submitted.

   The County shall only be charged for time spent onsite, performing services, and shall not be charged for travel time to or from the project site. The County shall not be required to pay for a minimum hour requirement, and will only pay for the time required to perform the work.

   The County may, at its sole discretion, obtain proposals from alternative providers for any parts, materials, or services, on any project, if it is in the best interest of the County to do so. The County may also, at its sole discretion, purchase parts and/or services from an alternative provider if it is in the best interest of the County to do so. The Contractor shall not be responsible for warranty of parts and/or installation obtained from an alternate source.

   The County reserves the right to reject or deny any proposal submitted by the Contractor, for any project, or to cancel any project, at any time, throughout the duration of the Contract.

3. **REPAIRS & DEFECTS**
   In order to ensure minimal downtime caused by equipment malfunction, for emergency services the Contractor shall respond on site within two (2) hours of notification of any needed repair or defect. For non-emergency services, the Contractor shall perform the required repairs within one (1) business day of notification, or as otherwise scheduled by the County. The County will inform the Contractor, at the time of notification, whether the services needed require emergency response. Notification may be via telephone, or via email. Any notifications made via telephone will be followed up in writing.

   For the purpose of this contract, "emergency service" shall be defined as:

a.) An offline server or panel, or any access control system malfunction that causes the access control system to become inoperable to the extent that doors and/or controlled points cannot be controlled electronically, are in an unlocked or otherwise insecure state, or when end users cannot gain access to an otherwise accessible facility or facilities, or;

b.) An offline NVR, or offline camera in an area determined by the County to be mission critical, a camera or cameras not recording, or the inability to login and view live video.

4. SERVICE RATES

Straight Time: The Contractor shall charge the Straight Time hourly rate for all work provided to the County during normal business hours (Monday through Friday, 8:00am – 5:00pm, excluding holidays), including onsite time required for estimation of the project needs/costs for a new project proposal.

After Hours: After Hours hourly rate shall be used for service calls that are performed outside normal business hours. After hours service calls will be specifically authorized on a case-by-case basis by the Facilities Management Administrative Manager, or other approved designee.

County Cancelled Projects: The Contractor may charge the Straight Time Hourly Rate for onsite time required for estimation of the project needs/costs for any project cancelled by the County prior to any work being performed by the Contractor.

5. SAFETY & SECURITY

County facilities and project areas shall be made available to the Contractor, either with a County escort or by other means. The Contractor must acknowledge and understand that safety and security are paramount on St. Johns County property, and shall govern themselves and employees accordingly. Established security policies and procedures shall be followed at all times while on County property. Contractor employees, and other provided personnel supplied by the Contractor, or any subcontractors, shall, at all times while on County property, conspicuously display photo identification that shall include, at a minimum, employee name, company name, address and telephone number.

All areas in which the Contractor performs work shall be left in a clean and orderly condition. All work shall be conducted in a safe, courteous and professional manner.

6. PARTS

For any parts required to maintain the systems in an operational state, the Contractor shall provide the County with a detailed, written proposal, including cost and an estimated timeline for installation of parts. The Contractor may only order parts or materials upon receipt of a valid Purchase Order, or other written authorization from the County.

Copies of materials invoices from outside vendors supplying parts must be submitted with the Contractor's itemized invoice for verification of costs.

All materials must be genuine Apollo brand parts or parts certified by Apollo as compatible with the access system and/or ApolloVision or CompleteView CCTV systems.

The Contractor shall be required to stock, at a minimum, the following parts, and have them available at all times, throughout the duration of the Contract:

a.) 1 ea. – AAN-100
b.) 1 ea. – AIM-4SL, AIM-2SL
c.) 1 ea. – ENI-110, ENI-100
d.) 2 ea. – ASM-48

RFP NO: 12-37; INSTALLATION, MAINTENANCE & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS
EXHIBIT "C"

CONTRACT SCHEDULE

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

Initial Contract – Shall become effective December 1, 2017, and shall remain in effect for a period of five (5) years, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for five (5), one (1) year terms upon satisfactory performance by the Contractor, mutual agreement by all parties, the availability of funds and the continued need of the County for these Services.

ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS

RFP NO: 17-71 Request for Proposals

INSTALLATION & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main

FINAL: 07/18/17

REQUEST FOR PROPOSALS (RFP) NO 17-71

INSTALLATION & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS

TABLE OF CONTENTS

PART I: ADVERTISEMENT 3

PART II: INTRODUCTION 4

A. PURPOSE
B. TENTATIVE SCHEDULE OF EVENTS
C. DESIGNATED POINT OF CONTACT FOR QUESTIONS/INFORMATION
D. ADDENDA
E. DUE DATE & LOCATION
F. DETERMINATION OF RESPONSIVENESS
G. EVALUATION OF RESPONSES
H. EVALUATION CRITERIA
I. CONTRACT AWARD
J. CONTRACT PERFORMANCE

PART III: REQUIREMENTS OF THIS RFP 6

A. GENERAL SCOPE OF WORK
B. MINIMUM QUALIFICATIONS
C. RESPONSIBILITIES OF THE CONTRACTOR

PART IV: CONTRACT REQUIREMENTS 9

A. CONTRACT AGREEMENT & TERM
B. LICENSES, PERMITS & CERTIFICATIONS
C. INSURANCE REQUIREMENTS
D. GOVERNING LAWS & REGULATIONS
E. TERMINATION
F. INDEMNIFICATION
G. BACKGROUND SCREENINGS
H. PUBLIC RECORDS

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS 12

A. RESPONDENT RESPONSIBILITIES
B. TRADE SECRETS
C. USE OF COUNTY LOGO
D. RFP PACKAGE SUBMITTAL FORMAT
E. RFP PACKAGE COMPONENTS13

PART VI: EVALUATORS'S SCORE SHEET EXAMPLE 17

PART VII: ATTACHMENTS/FORMS 18

PART VIII: OPTIONAL CHECKLIST 33

PART IX: SEALED RFP MAILING LABEL 34

ST. JOHNS COUNTY, FL
RFP NO: 17-71 Installation & Repair of Countywide Access Control & CCTV Systems

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 17-71 Installation & Repair of Countywide Access Control & CCTV Systems**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. **All RFP Packages are due by or before 4:00PM (EST) on August 17, 2017.** Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting proposals from qualified and experienced vendors for the provision of any and all materials, labor, equipment and programming necessary to install, repair, and maintain properly-functioning, countywide access control and CCTV systems. St. Johns County currently utilizes an Apollo APACS Access Control System throughout the County facilities, as well as ApolloVision/CompleteView closed circuit TV systems. Any interested firm must be able to provide the necessary services to maintain these systems, as well as any future systems the County may have installed during the contract term.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document **#17-71**. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Proposal shall be ***submitted in writing*** by or before close of business (5:00PM) on August 3, 2017, to the Designated Point of Contact provided below:

Designated Point of Contact:
Diana M. Fye, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: dfye@sjcfl.us
Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact the Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication may result in disqualification from consideration for award of a contract for these services.

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 17-71 Installation & Repair of Countywide Access Control Systems.** Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each submitted RFP Package shall consist of one (1) original hard-copy, which shall include all required documents and any supplemental information, and one (1) exact electronic copy submitted on a USB drive.

Deliver or Ship RFP Packages to:
St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP 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 or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, 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, 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 St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

PART II: INTRODUCTION

A. PURPOSE

St. Johns County is soliciting sealed Request for Proposal packages for the purpose of awarding a contract for the provision of any and all materials, labor, equipment, and programming necessary for installations and repairs to maintain properly-functioning, countywide access control and CCTV systems. St. Johns County currently utilizes an Apollo APACS Access Control System throughout the County facilities, as well as ApolloVision/CompleteView closed circuit TV systems. Any interested firm must be able to provide the necessary services to maintain these systems, as well as any future systems the County may have installed during the contract term.

The objective is to have the services provided herein successfully performed in a timely manner by an experienced and knowledgeable firm so that the County has properly functioning Access Control & CCTV Systems.

B. TENTATIVE SCHEDULE OF EVENTS

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	July 21, 2017
Deadline for Questions / Requests for Information/Clarifications	August 3, 2017
Issuance of Final Addendum	August 10, 2017
Due Date for Submittal of RFP Packages	August 17, 2017
Evaluation Meeting for submitted RFP Packages	August 31, 2017
BOCC Meeting for Approval of Award to Recommended Firm	October 3, 2017

C. DESIGNATED POINT OF CONTACT FOR QUESTIONS/INFORMATION

Any and all questions or requests for information relating to this Request for Proposal shall be submitted ***in writing*** by or before close of business (5:00PM) on August 3, 2017, to the Designated Point of Contact provided below:

Designated Points of Contact:

Diana M. Fye, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: dfye@sjcfl.us
Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact Leigh Daniels, Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services.

D. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

Any and all issued Addenda must be included with all copies of each Respondent's submitted RFP Package. Failure to submit an issued addendum with the submitted RFP Package may result in the Respondent being deemed non-responsive, and being removed from consideration for award.

E. DUE DATE & LOCATION

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, August 17, 2017**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Attn: Diana M. Fye, CPPB, Procurement Coordinator

F. DETERMINATION OF RESPONSIVENESS

The Procurement Coordinator shall make a determination for each respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any respondent who is not responsive to the requirements of this Request for Proposals may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

G. EVALUATION OF RESPONSES

All responsive RFP Packages shall be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Member will receive an electronic copy of all responsive RFP Packages submitted, a copy of the RFP Document with all issued Addenda, an Evaluator's Score Sheet, and an Evaluator's Narrative Sheet. Each Committee Member shall then evaluate each RFP Package according to the criteria provided herein. Each Committee Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other individual(s). Scores for each Respondent shall be recorded on the Evaluator's Score Sheet, and an explanation of the scores shall be provided on the Evaluator Narrative Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and to rank the responding firms based on the Evaluation Committee scores.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, a notice of the meeting will be posted, and firms selected to participate in interviews/presentations will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

H. EVALUATION CRITERIA

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

Evaluation Criteria:		Maximum Possible Points Per Evaluator:
A.	Pricing	50
B.	Parts Markup	50
C.	Access Control/CCTV/Biometric System Installation Experience	50
E.	Qualifications of Staff & Sub-Contractors	40
F.	RFP Package Format	10
	Total Maximum Points Possible:	**200**

I. CONTRACT AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

J. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

PART III: REQUIREMENTS OF THIS RFP

A. GENERAL SCOPE OF WORK

The scope of work under this contract shall generally consist of providing any and all materials, labor, equipment and programming necessary to install, repair and maintain properly-functioning, countywide access control and CCTV systems. St. Johns County currently utilizes an Apollo APACS Access Control System throughout the County facilities, as well as ApolloVision/CompleteView closed circuit TV systems. Any interested firm must be able to provide the necessary services to maintain these systems, as well as any future systems the County may have installed during the contract term.

B. MINIMUM QUALIFICATIONS

Respondents must be an authorized dealer of Apollo Security Sales, Inc. Any RFP Package submitted by a firm that is not an authorized dealer will be deemed non-responsive, and will not be included in the evaluation. Each Respondent must include in their submitted RFP Package, documentation demonstrating their status as an authorized dealer as provided above.

Respondents must be currently licensed to do business in the State of Florida, must have a minimum of five (5) years in the access control industry, must have previously installed Apollo APACS access control systems, and show proof thereof in each copy of the submitted RFP Package.

Respondents must have a minimum of five (5) years' experience installing and maintaining CCTV systems in commercial buildings, must have successfully installed CCTV systems, must have successfully installed L1 Biometric projects, or other major brand biometric project, must provide documentation of experience in installing and working with IP based camera systems, analog camera systems, fixed and robotic cameras, and proper wiring and cabling techniques, and must provide documentation in installing and working electro-mechanical hardware installation and integration. Respondents must show proof of experience with, or a working knowledge of ApolloVision, CompleteView, and other CCTV systems (specifically Bosch DIVAR, Bosch DiBos, and OptiView systems).

Respondents must submit supporting documentation establishing number of years in business such as business licenses and Sunbiz report with the company registered as "Active". Respondents must also provide a list of projects completed within the last five (5) years identifying experience with Apollo APACS access control system and CCTV system installations and L1Biometric (or other major brand biometric) projects.

Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on Attachment "E", Licenses & Permits, provided herein.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

C. RESPONSIBILITIES OF THE CONTRACTOR

Upon award, the Contractor shall have various responsibilities that must be performed as required by the Contract. These responsibilities are as follows:

1. SERVICES

The Contractor shall perform as needed installation and repair services of the countywide access control and CCTV systems. The Contractor shall be responsible for providing any and all materials, equipment and labor necessary to perform the required services.

Any and all programming performed by the Contractor, shall be completed within ten (10) business days of installation of the equipment at the project location. If all necessary information for programming is not provided to the Contractor, by the County, within ten (10) business days of installation by the Contractor, the County shall become responsible for programming the installed equipment.

All equipment, materials and workmanship for each project shall be warranted against defects for a minimum of one (1) year from the date of project completion.

2. PROJECT PROPOSALS

For each new project, or scope of work, the County shall request a written pricing proposal. This proposal shall include a detailed description of the scope of work to be performed, an itemized price list for all parts, materials, the markup on all parts and materials, and labor necessary to complete the work, as well as an estimated schedule for completion of the project. Project proposals must identify hours to be charged as "Straight Time" and/or "After Hours" rates per the description of Service Rates in Sub-Section 4 below.

The Contractor shall include with each proposal a maximum 5% contingency line item, for unexpected additional costs that may arise during the performance of the work. This contingency shall be negotiated and approved by the County, prior to commencement of any performance of work by the Contractor on the project. This contingency shall not apply to work added by the County to the project, outside the original scope of work. In the event the County would request additional items to be added, a new (revised) proposal for the project will need to be submitted.

The County shall only be charged for time spent onsite, performing services, and shall not be charged for travel time to or from the project site. The County shall not be required to pay for a minimum hour requirement, and will only pay for the time required to perform the work.

The County may, at its sole discretion, obtain proposals from alternative providers for any parts, materials, or services, on any project, if it is in the best interest of the County to do so. The County may also, at its sole discretion,

purchase parts and/or services from an alternative provider if it is in the best interest of the County to do so. The Contractor shall not be responsible for warranty of parts and/or installation obtained from an alternate source.

The County reserves the right to reject or deny any proposal submitted by the Contractor, for any project, or to cancel any project, at any time, throughout the duration of the Contract.

3. **REPAIRS & DEFECTS**

In order to ensure minimal downtime caused by equipment malfunction, for emergency services the Contractor shall respond on site within two (2) hours of notification of any needed repair or defect. For non-emergency services, the Contractor shall perform the required repairs within one (1) business day of notification, or as otherwise scheduled by the County. The County will inform the Contractor, at the time of notification, whether the services needed require emergency response. Notification may be via telephone, or via email. Any notifications made via telephone will be followed up in writing.

For the purpose of this contract, "emergency service" shall be defined as:

a.) An offline server or panel, or any access control system malfunction that causes the access control system to become inoperable to the extent that doors and/or controlled points cannot be controlled electronically, are in an unlocked or otherwise insecure state, or when end users cannot gain access to an otherwise accessible facility or facilities, or;

b.) An offline NVR, or offline camera in an area determined by the County to be mission critical, a camera or cameras not recording, or the inability to login and view live video.

4. **SERVICE RATES**

Straight Time: The Contractor shall charge the Straight Time hourly rate for all work provided to the County during normal business hours (Monday through Friday, 8:00am – 5:00pm, excluding holidays), including onsite time required for estimation of the project needs/costs for a new project proposal.

After Hours: After Hours hourly rate shall be used for service calls that are performed outside normal business hours. After hours service calls will be specifically authorized on a case-by-case basis by the Facilities Management Administrative Manager, or other approved designee.

County Cancelled Projects: The Contractor may charge the Straight Time Hourly Rate for onsite time required for estimation of the project needs/costs for any project cancelled by the County prior to any work being performed by the Contractor.

5. **SAFETY & SECURITY**

County facilities and project areas shall be made available to the Contractor, either with a County escort or by other means. The Contractor must acknowledge and understand that safety and security are paramount on St. Johns County property, and shall govern themselves and employees accordingly. Established security policies and procedures shall be followed at all times while on County property. Contractor employees, and other provided personnel supplied by the Contractor, or any subcontractors, shall, at all times while on County property, conspicuously display photo identification that shall include, at a minimum, employee name, company name, address and telephone number.

All areas in which the Contractor performs work shall be left in a clean and orderly condition. All work shall be conducted in a safe, courteous and professional manner.

6. **PARTS**

For any parts required to maintain the systems in an operational state, the Contractor shall provide the County with a detailed, written proposal, including cost and an estimated timeline for installation of parts. The Contractor may only order parts or materials upon receipt of a valid Purchase Order, or other written authorization from the County.

Copies of materials invoices from outside vendors supplying parts must be submitted with the Contractor's itemized invoice for verification of costs.

All materials must be genuine Apollo brand parts or parts certified by Apollo as compatible with the access system and/or ApolloVision or CompleteView CCTV systems.

The Contractor shall be required to stock, at a minimum, the following parts, and have them available at all times, throughout the duration of the Contract:

a.) 1 ea. – AAN-100
b.) 1 ea. – AIM-4SL, AIM-2SL
c.) 1 ea. – ENI-110, ENI-100
d.) 2 ea. – ASM-48

7. SUB-CONTRACTORS

Each Respondent shall submit, with his RFP Package, a list of proposed Subcontractors and major materials suppliers to be used if awarded the contract. A copy of Attachment "F", "List of Proposed Subcontractors", provided herein shall be used to submit this information with each RFP Package. Each Respondent shall also provide documentation to fully demonstrate the qualifications of any and all proposed subcontractors and that they have sufficient and relevant experience and credentials to perform the services described herein. This information shall be provided in the form of resumes of all subcontractors including any and all licenses/certifications held, education and experience related information for each subcontractor. If no Subcontractors or major material suppliers are required, so state there on. Any work proposed by the Contractor, that shall be performed by any sub-contractor shall be previously approved by the County, prior to any work being performed.

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 a respondent 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, prior to a change being made.

8. FORCE MAJEURE

If awarded on the basis of this proposal, the undersigned pledges to provide the equipment/services as specified in the Proposal and County Specifications barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of County Staff is to identify the number one ranked firm through the evaluation process and to recommend to the Board of County Commissioners, to enter into negotiations, and if successful, award a contract with that firm. If negotiations with the number one ranked firm are not successful, the County will end those negotiations, and enter into negotiations with the second ranked firm, until such time as a contract is awarded, or all firms have been exhausted, and the County must reject all proposals.

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of five (5) years, with the opportunity to renew the contract for five (5) one (1) year renewal periods. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor and the approval of the SJC Building Operations Manager and Purchasing Department Director. The County is under no obligation under this contract to exercise any of the available extensions.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected

Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

The executed agreement between St. Johns County and the awarded Contractor shall be nonexclusive. As such, the County reserves the right to separately identify and bid as an individual project(s) or make separate purchase(s) of any services, parts, materials, supplies and/or equipment pertaining to its Installation and Repair of Countywide Access Control & CCTV Systems, as necessary to serve the best interests of the County.

B. LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in require licenses, permits, or certifications required for any portion of the work.

C. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County 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 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 the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

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

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

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

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws,

ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

E. 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 stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

F. INDEMNIFICATION

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

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

G. BACKGROUND SCREENINGS

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.) Level II Background Screenings are required for any and all Contractor provided personnel as specified in Chapter 435.06, Florida Statutes.

c.) Contractor provided personnel who undergo a Level I or Level II Background Screening and who are awaiting final disposition of a felony case, or who, in the past ten (10) years were found guilty of a felony offense, have had adjudication withheld in a felony case, 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.

d.) 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.

e.) 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.

H. PUBLIC RECORDS

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

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

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

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

B. TRADE SECRETS

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

C. USE OF COUNTY LOGO

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

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted RFP Package. In the event a package is submitted to the County with the County's Seal/Logo included, the County reserves the right to find the submitting firm non-responsible to the requirements provided herein, which may result in the respondent being removed from consideration for award of a contract under this RFP.

D. RFP PACKAGE SUBMITTAL FORMAT

All RFP Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages. All RFP Packages must include the following components:

Section	Topic
1	Cover Page
2	Letter of Introduction
3	Respondent's Profile
4	Pricing a. Attachment A – Pricing Proposal: Hourly Rates and Parts Markup Percentage
5	Qualifications of Staff and Sub-Contractors a. Attachment E – Licenses, Permits, and Certifications b. Attachment F – List of Proposed Sub-Contractors c. Attachment G – Staff/Sub-Contractors Certifications
6	Experience with Access Control, CCTV System, and Biometric Projects a Attachment H – Previous System Installations b. Attachment I – Summary of Company's Access Control/CCTV Systems and Biometric Project Experience
7	References a. Attachment J – References
8	Other Required Forms a. Attachment B – Drug-Free Workplace b. Attachment C – Affidavit c. Attachment D – Conflict of Interest Disclosure d. Any Issued Addenda

E. RFP PACKAGE COMPONENTS

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) hard copy original on 8 1/2" X 11" pages, numbered, 1 inch margins, typewritten with Times New Roman style and 12 size font, and one (1) exact electronic copy on USB drive. Additionally, all headings, sections and sub-sections shall be identified appropriately. The electronic version on USB Drive must be an identical copy of the original hard copy in pdf format.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

Section 1: Cover Page – Each Respondent shall use the cover page provided in Part VII: Attachments/Forms

Section 2: Letter of Introduction – Each Respondent shall provide a one or two page letter of introduction. Include the original signed letter of introduction with the original RFP Package, and a copy of the letter of introduction with each copy of the RFP Package. The letter of introduction should include the following:

- A brief statement of the respondent's understanding of the services to be provided;
- Highlights of the Respondent's qualifications and ability to perform the project services

Section 3: Respondent Profile – Each Respondent shall provide the following information in the Respondent Profile:

- The Respondent's Company name, business address, phone number, fax number, and email address, must include location address of office that will perform the services under this Contract;
- All contact information, including the name, title, phone number, fax number, e-mail address, and street address of any contact person in the Respondent's organization who will respond to questions regarding the submitted RFP Package;

- Types of services and products offered;
- Number of years in business;
- Number of employees;
- The location of the office or offices that would provide the project services;
- A letter of Designation of Authority for any representative of the firm who may be submitting the RFP or signing any documents on behalf of the firm who is not the Owner or Principal of the firm;

Section 4: Pricing – Each Respondent shall submit a pricing proposal which shall consist of the proposed unit prices per hour for services performed during and after business hours and a flat markup percentage on parts. Each Respondent must include Attachment "A" Pricing Proposal in this section.

Hourly Rates: The County shall not pay any fees in addition to the unit prices per hour. Any and all transportation, fuel and other charges must be included in the unit price per hour. Points will be awarded based on the total of the business hour unit price plus the after hour unit price. The firm with the lowest total unit price will be awarded fifty (50) points. Points will be awarded in five (5) point increments for a total ranking of first through tenth place. Firms ranking below tenth place will be awarded zero (0) points. If two (2) or more firms propose the same total unit price, they will be awarded the same number of points according to the scoring method described above. Scoring for pricing shall be conducted in accordance with the following example:

Vendor	**Proposed Total Unit Price Per Hour**	Score
A	$100.00	50
B	$125.00	45*
C	$130.00	40**

* Vendor B's Total Unit Price Per Hour is $125.00 = 50 – 5 = 45 points
** Vendor C's Total Unit Price Per Hour is $130.00 = 50 – 5 – 5 = 40 points

The price evaluation and calculation may be revised to conform to the needs for each individual RFP selection. *This will be graded on a 0 – 50 scale.*

Parts Markup Percentage – Each Respondent shall submit a proposed flat rate percentage markup for any and all parts purchased by the County from the Contractor. The firm with the lowest proposed percentage markup will be awarded fifty (50) points. Points will be deducted in five (5) point increments from lowest to highest for a total ranking of first through tenth place. Firms ranking below tenth place will be awarded zero (0) points. If two (2) or more firms propose the same percentage markup, they will be awarded the same number of points according to the scoring method described above. Scoring for price markup shall be conducted in accordance with the following example:

Vendor	**Proposed Parts Markup**	Score
A	10%	50
B	20%	45*
C	25%	40**

* Vendor B's Parts Markup Percentage is second lowest at 20% = 50 – 5 = 45 points
** Vendor C's Parts Markup Percentage is third lowest at 25%= 50 – 5 – 5 = 40 points

The markup evaluation and calculation may be revised to conform to the needs for each individual RFP selection. *This will be graded on a 0 – 50 scale.*

Section 5: Qualifications of Staff and Sub-Contractors – Each Respondent must provide proof (in the form of an official letter) of being an authorized dealer of Apollo Security Sales, Inc. Each Respondent must provide documentation to fully demonstrate the qualifications of any and all key team members and subcontractors and that they

have sufficient and relevant experience and credentials to perform the services described herein. This information shall be provided in the form of resumes of all staff members/personnel and subcontractors, including any and all licenses/certifications held by staff members, education and experience related information for each staff member. Each Respondent must include Attachment E – Licenses, Permits, and Certifications, Attachment "F" – List of Proposed Sub-Contractors, and Attachment "G" – Company Staff, and Sub-Contractor Certifications in this section.

Respondents with one (1) Apollo certified technician on staff will be awarded twenty (20) points. Respondents with two (2) or more Apollo certified technicians on staff will be awarded five (5) additional points for each additional Apollo certified technician on staff up to a maximum of forty (40) points. For example, two (2) Apollo certified technicians on staff equals a score of twenty five (25) points; three (3) Apollo certified technicians on staff equals a score of thirty (30) points, etc. Respondents with five (5) or more Apollo certified technicians on staff will receive a maximum score of forty (40) points.

Section 6: Experience with Access Control, CCTV System, and Biometric Projects – Each Respondent must provide documentation to fully demonstrate previous successful installations of Apollo APACS installations, CCTV system installations, and L1 Biometric (or other major brand biometric) projects. As stated in the Qualifications Section on p. 7 above, the Respondents must have successfully installed Apollo APACS projects, CCTV projects, and L1 Biometric (or other major brand biometric) projects and provide proof of said projects. The project information provided must include (as applicable): client name, contact information, installation period date(s), panel/system type, number and type of control devices/cameras, and software types/versions.

Respondents must document a minimum of five (5) years' experience in the access control/CCTV industry. Respondents must include the name and experience of the company's project manager who will be assigned to the project. In addition, please include the resume of the project manager.

Each Respondent must include Attachment "H" – Previous System Installations in this section. Additional supporting documentation may be provided in addition to Attachment "H".

Each Respondent must include Attachment "I" – Summary of Company's Access Control/CCTV System, and Biometric Project Experience of Company in this section.

Each Respondent must also provide a copy of the Company's business license (licensed to do business in the State of Florida) and (if applicable) a copy of Sunbiz report listing the company as "Active" in this section.

Respondents showing the minimum five years' experience with Apollo APACS installations, CCTV system installations, and experience with L1 Biometric (or other major brand biometric) projects for both the company and the assigned project manager will be awarded forty (40) points. For experience of both the company and the assigned project manager over the minimum five (5) years' experience for all three areas, fifty (50) points will be awarded. Respondents showing minimum five (5) years' experience in all three areas for the company and less than five (5) years' experience for project manager in all three areas, thirty (30) points will be awarded. Respondents showing minimum five (5) years' experience in all three areas for the company only (not the project manager), twenty (20) points will be awarded. Respondents showing a total combined experience between Company and Project Manager in all three areas will be awarded ten (10) points. Respondents unable to show a total minimum five (5) years' experience in all three areas will be awarded zero (0) points.

Section 7: References – Each Respondent must submit a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described herein. At least two (2) of the five (5) references should be from Apollo based projects. The information required shall include: dates of service, number of counts, dollar amount of contract, name of individual, firm or agency, and a contact person name, title, phone number and email address. Each Respondent must include Attachment "J" – References in this section.

References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

Section 9: Other Required Forms – Each Respondent shall submit in this section of the RFP Package the following forms:

- Proof of Liability Insurance and Limits (Prior to issuance of an executed contract, awarded respondent shall provide a Certificate of Insurance naming St. Johns County as "Additional Insured")
- Attachment "B" – Drug-Free Workplace Form,
- Attachment "C" – Affidavit,
- Attachment "D" – Conflict of Interest Disclosure, and
- Copies of any issued addenda

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PART VI: EVALUATORS'S SCORE SHEET EXAMPLE

ST. JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS

DATE:
PROJECT: RFP 17-71, Installation and Repair of Countywide Access Control & CCTV Systems

CRITERIA RANKING:

Respondents	A. Pricing	B. Pricing (Score) 0 to 50	C. Parts Markup	D. Parts Markup (Score) 0 to 50	E. Access Control/CCTV System Experience 0 to 50	F. Qualifications of Staff/Sub-Contractors 0 to 40	G. RFP Package Format 0 to 10	TOTALS

SIGNATURE OF RATER:_____ **PRINT NAME:**_____ **DATE:** _____

PART VII: ATTACHMENTS/FORMS

REQUEST FOR PROPOSALS (RFP) NO: 17-71
INSTALLATION & REPAIR OF COUNTYWIDE
ACCESS CONTROL & CCTV SYSTEMS

COVER PAGE

SUBMIT ONE (1) HARD-COPY ORIGINAL
AND ONE (1) EXACT ELECTRONIC COPY ON USB DRIVE TO:

PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Diana M. Fye, CPPB, Procurement Coordinator

COMPANY NAME: _____

MAILING ADDRESS: _____

DATE: _____

REQUEST FOR PROPOSALS (RFP) NO: 17-71
INSTALLATION & REPAIR OF COUNTYWIDE
ACCESS CONTROL & CCTV SYSTEMS

ATTACHMENT "A"

PRICING PROPOSAL FORM

The following proposal is presented for:

INSTALLATION, & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS

HOURLY RATES:

A. STRAIGHT TIME HOURLY RATE: _____

(This unit price is the hourly rate for all work provided to the County during normal business hours (i.e. Monday – Friday, 8:00am – 5:00pm, excluding holidays))

B. AFTER HOURS HOURLY RATE: _____

(This unit price is the hourly rate for all work provided during hours other than those classified as "business hours" as stated above)

C. TOTAL UNIT PRICE PER HOUR: _____

(Please add the unit prices for A and B above and write in the blank for Total Unit Price per Hour)

PARTS MARKUP PERCENTAGE PROPOSAL

Each Respondent shall submit the proposed flat rate parts markup percentage on this form in the space provided below. If desired, respondents may provide a breakdown or explanation of the proposed parts markup percentage and attach hereto.

PARTS MARKUP PERCENTAGE: _____ %

RFP 17-71

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

No.: _____ Date Received: _____ No.: _____ Date Received: _____

No.: _____ Date Received: _____ No.: _____ Date Received: _____

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

FULL LEGAL COMPANY NAME: _____

MAILING ADDRESS: _____

MINORITY OR WOMAN OWNED BUSINESS: _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

_____

(Typed/Printed Name of Authorized Representative)

TITLE OF REPRESNTATIVE: _____

DATE OF SIGNATURE: _____

TELEPHONE NO: _____

FAX NO: _____

EMAIL ADDRESS: _____

REQUEST FOR PROPOSALS (RFP) NO: 17-71
INSTALLATION & REPAIR OF COUNTYWIDE
ACCESS CONTROL & CCTV SYSTEMS

St. Johns County Board of County Commissioners

ATTACHMENT "B"

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

REQUEST FOR PROPOSALS (RFP) NO: 17-71
INSTALLATION & REPAIR OF COUNTYWIDE
ACCESS CONTROL & CCTV SYSTEMS

ATTACHMENT "C"

AFFIDAVIT

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

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The 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_____ COUNTY OF _____. Before me, the undersigned authority, personally appeared_____ who, being duly sworn, deposes and says he is (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 17-71, Installation & Repair of Countywide Access Control & CCTV Systems.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent 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, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

_____
(Proposer)

By _____

_____
(Title)

STATE OF_____)
COUNTY OF_____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

_____
Notary Public

My commission expires:

_____

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

REQUEST FOR PROPOSALS (RFP) NO: 17-71
INSTALLATION & REPAIR OF COUNTYWIDE
ACCESS CONTROL & CCTV SYSTEMS

ATTACHMENT "D"

St. Johns County Board of County Commissioners

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP No 17-71 Installation & Repair of Countywide Access Control & CCTV Systems

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

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

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

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

Please check the appropriate statement:

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

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

Legal Name of Respondent: _____

Authorized Representative(s): _____ _____
Signature Print Name/Title

_____ _____
Signature Print Name/Title

REQUEST FOR PROPOSALS (RFP) NO: 17-71
INSTALLATION & REPAIR OF COUNTYWIDE
ACCESS CONTROL & CCTV SYSTEMS

ATTACHMENT "E"

LICENSES, PERMITS, CERTIFICATIONS

In the space below, each Respondent shall list all current licenses, permits and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license, permit and/or certification listed below to his proposal as instructed.

License Name	License #	Issuing Agency	Expiration Date

REQUEST FOR PROPOSALS (RFP) NO: 17-71
INSTALLATION & REPAIR OF COUNTYWIDE
ACCESS CONTROL & CCTV SYSTEMS

ATTACHMENT "F"

LIST OF PROPOSED SUB-CONTRACTORS

Each Respondent shall provide any and all subcontractors or major materials suppliers proposed to perform any portion of work specified herein. All proposed subcontractors are subject to approval by the County.

DIVISION OF WORK	NAME AND ADDRESS OF SUBCONTRACTORS

REQUEST FOR PROPOSALS (RFP) NO: 17-71

INSTALLATION & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS

ATTACHMENT "G"

COMPANY STAFF AND SUB-CONTRACTOR CERTIFICATIONS

Respondents must provide documentation to fully demonstrate the qualifications of any and all key team members and subcontractors relevant to provision of the services required for installation and repair of Apollo APACS. Each Respondent shall complete and submit Attachment "G" Company Staff and Sub-Contractor Certifications along with resume of each named individual with the submitted bid.

COMPANY STAFF AND SUB-CONTRACTOR CERTIFICATIONS (* attach resume of each individual identified)			
STAFF/SUBCONTRACTOR NAME	TITLE	NUMBER OF YEARS WITH *COMPANY	APOLLO CERTIFIED TECHNICIAN (YES or NO)

REQUEST FOR PROPOSALS (RFP) NO: 17-71

INSTALLATION & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS

ATTACHMENT "H"

PREVIOUS SYSTEM INSTALLATIONS

Respondents must have successfully installed Apollo APACS projects, CCTV systems projects, and L1 Biometric projects (or other major brand biometric project) Each Bidder shall complete and submit Attachment "H" Previous Installations of Respondent in the past five (5) years with the submitted bid. Additional pages may be attached.

APOLLO APACS ACCESS CONTROL SYSTEM INSTALLATIONS				
DATE OF INSTALLATION	CLIENT'S NAME, AND CONTACT INFORMATION	PANEL TYPE	NUMBER AND TYPE OF CONTROL DEVICES	APACS SOFTWARE VERSION NUMBER

CCTV SYSTEM INSTALLATIONS				
DATE OF INSTALLATION	CLIENT'S NAME AND CONTACT INFORMATION	SYSTEM TYPE	NUMBER AND TYPE OF CAMERAS	SOFTWARE BRAND AND VERSION NUMBER

L1 BIOMETRIC (or other major brand) INSTALLATIONS				
DATE OF INSTALLATION	CLIENT'S NAME AND CONTACT INFORMATION	DEVICE MODEL #	NUMBER AND TYPE OF CONTROL DEVICES	BIOMETRIC BRAND, SOFTWARE TYPE, AND VERSION

REQUEST FOR PROPOSALS (RFP) NO: 17-71

INSTALLATION & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS

ATTACHMENT "I"

SUMMARY OF COMPANY'S ACCESS CONTROL/CCTV SYSTEM and BIOMETRIC PROJECTS

Respondents must provide documentation to fully demonstrate the company's experience in the Access Control, CCTV system, and Biometric industry. Each Respondent must identify the project manager who will be assigned the project list a minimum of five (5) years' experience in the Access Control/CCTV industry. Each Bidder shall complete and submit Attachment "I" Summary of Company's Access Control/CCTV System and Biometric Projects for Company and Project Manager assigned with the submitted bid.

ACCESS CONTROL/CCTV SYSTEM EXPERIENCE FOR COMPANY				
PROJECT MANAGER ASSIGNED (attach resume of Project Manager)	**DATES EMPLOYED**	**YEARS EXPERIENCE WITH APOLLO ACCESS CONTROL SYSTEM**	**YEARS EXPERIENCE WITH CCTV SYSTEMS**	**TOTAL NUMBER OF L1 (or other major brand) BIOMETRIC INTALLATIONS**
TOTAL NUMBER OF YEARS COMPANY EXPERIENCE IN PAST FIVE (5) YEARS IN THE LISTED SYSTEMS **(Detailed list of projects for each system must be provided on Attachment "G")**		**TOTAL YEARS EXPERIENCE AND TOTAL NUMBER OF INSTALLATIONS WITH APOLLO ACCESS CONTROL SYSTEM**	**TOTAL YEARS EXPERIENCE AND TOTAL NUMBER OF INSTALLATIONS WITH CCTV SYSTEMS**	**TOTAL NUMBER OF L1 (or other major brand) BIOMETRIC INTALLATIONS**

REQUEST FOR PROPOSALS (RFP) NO: 17-71

INSTALLATION & REPAIR OF COUNTYWIDE ACCESS CONTROL & CCTV SYSTEMS

ATTACHMENT "J"

REFERENCES

Each Respondent must submit a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described in this RFP. At least two (2) of the five (5) references should be from Apollo based projects. The information required shall include: dates of service, number of counts, dollar amount of contract, name of individual, firm or agency, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

****

1. Reference Company Name: _____

   Date(s) of Service: _____

   Project Information (Type of System): _____

   _____

   Primary Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

****

2. Reference Company Name: _____

   Date(s) of Service: _____

   Project Information (Type of System): _____

   _____

   Primary Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

****

3. Reference Company Name: _____

   Date(s) of Service: _____

   Project Information (Type of System): _____

   _____

   Primary Reference Contact Name and Title: _____

   Contact Phone Number: _____

   Contact Email Address: _____

****

4. Reference Company Name: ______________________________

   Date(s) of Service: ______________________________

   Project Information (Type of System): ______________________________

   ____

   Primary Reference Contact Name and Title: ______________________________

   Contact Phone Number: ______________________________

   Contact Email Address: ______________________________

* *

5. Reference Company Name: ______________________________

   Date(s) of Service: ______________________________

   Project Information (Type of System): ______________________________

   ____

   Primary Reference Contact Name and Title: ______________________________

   Contact Phone Number: ______________________________

   Contact Email Address: ______________________________

PART VIII: OPTIONAL CHECKLIST

REQUEST FOR PROPOSALS (RFP) NO: 17-71
INSTALLATION & REPAIR OF COUNTYWIDE
ACCESS CONTROL & CCTV SYSTEMS

SECTION	ATTACHMENT NAME	CHECK BOX	ST. JOHNS COUNTY USE
Section 1	Cover Page		
Section 2	Letter of Introduction		
Section 3	Respondent Profile		
Section 4	Pricing and Parts Markup: Attachment "A" Proposal Form		
Section 5	Qualifications of Staff & Sub-Contractors: Attachment "E" Licenses, Permits & Certifications; Attachment "F" List of Sub-Contractors; and Attachment "G" Company Staff and Sub-Contractor Certifications (include resumes)		
Section 6	Experience with Access Control, CCTV System, and Biometric Projects: Attachment "H" and Attachment "I" Summary of Company's Experience		
	Proof of being an authorized dealer of Apollo Security Sales, Inc.		
	Copy of Sunbiz Report (if applicable) and copy of license to do business in State of Florida and		
Section 7	References: Attachment "J"		
Section 8	Other Required Forms (including the following):		
	Proof of Liability Insurance and Limits		
	Attachment "B" Drug Free Work Place Form		
	Attachment "C" RFP Affidavit		
	Attachment "D" Conflict of Interest Disclosure Form		
	Acknowledged Addenda		
	One (1) Hard-Copy Original and One (1) Exact Electronic Copy on USB drive.		

PART IX: SEALED RFP MAILING LABEL

REQUEST FOR PROPOSALS (RFP) NO: 17-71
INSTALLATION & REPAIR OF COUNTYWIDE
ACCESS CONTROL & CCTV SYSTEMS

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

SEALED RFP • DO NOT OPEN

SEALED RFP NO.:	**17-71**
RFP TITLE:	**Installation & Repair of Countywide Access Control & CCTV Systems**
DUE DATE/TIME:	**Thur., August 17, 2017 @ 4:00 p.m.**
SUBMITTED BY:	
	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Diana M. Fye, CPPB 500 San Sebastian View St St. Augustine FL 32084

END OF DOCUMENT

ADDENDUM #1

August 8, 2017

To: **Prospective Bidders**
From: **St. Johns County Purchasing Department**
Subject: **RFP No. 17-71, Installation & Repair of Countywide Access Control & CCTV Systems**

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. **Please return an original copy of this signed Addendum with proposal to the St. Johns County Purchasing Department, Diana M. Fye, CPPB; Procurement Coordinator, 500 San Sebastian View; St. Augustine, FL 32084.**

A. CHANGES TO MINIMUM QUALIFICATIONS AND EVALUATION CRITERIA:

The following changes to the minimum qualifications and evaluation criteria for the above referenced RFP have been made.

1. On page 6 of the RFP document, Part III: Requirements of This RFP, Item B. Minimum Qualifications has been modified. The first two paragraphs are replaced with the verbiage as follows below (modified verbiage is printed in red):

   "Respondents must be an authorized dealer of Apollo Security Sales, Inc, and provide written documentation as proof of this status. If a Respondent is not currently an authorized dealer for Apollo Security Sales, Inc, the Respondent must provide written documentation that they are currently in the process of becoming an authorized dealer and will be named an authorized dealer by or before December 31, 2017. Written documentation must be in the form of a letter from Apollo Security Sales. Inc. and signed by an authorized representative." ~~Any RFP Package submitted by a firm that is not an authorized dealer will be deemed non-responsive, and will not be included in the evaluation.~~ Each Respondent must include in their submitted RFP Package, documentation demonstrating their status as an authorized dealer, as provided above.

   Respondents must be currently licensed to do business in the State of Florida, must have a minimum of five (5) years in the access control industry, must have previously installed Apollo APACS access control systems, and show proof thereof in each copy of the submitted RFP Package."

2. Under Section "E. RFP Package Components", on page 15, "Section 5: Qualifications of Staff and Sub-Contractors" has been revised as follows:

   "Each Respondent must provide written proof of being an authorized dealer of Apollo Security Sales, Inc. If a Respondent is not currently an authorized dealer for Apollo Security Sales, Inc, the Respondent must provide written documentation that they are currently in the process of becoming an authorized dealer and will be named an authorized dealer by or before December 31, 2017. Written documentation must be in the form of a letter from Apollo Security Sales, Inc, and signed by an authorized representative". Each Respondent must provide documentation to fully demonstrate the qualifications of any and all key team members and subcontractors and that they have sufficient and relevant experience and credentials to perform the services described herein. This information shall be provided in the form of resumes of all staff members/personnel and subcontractors, including any and all licenses/certifications held

by staff members, education and experience related information for each staff member. Each Respondent must include Attachment E – Licenses, Permits, and Certifications, Attachment "F" – List of Proposed Sub-Contractors, and Attachment "G" – Company Staff, and Sub-Contractor Certifications in this section.

Respondents with no current Apollo certified technicians on staff, but showing proof of currently being in process of obtaining certification, and that this status can and will be achieved by or before December 31, 2017, will be awarded ten (10) points.

Respondents with one (1) Apollo certified technician on staff will be awarded twenty (20) points. Respondents with two (2) or more Apollo certified technicians on staff will be awarded five (5) additional points for each additional Apollo certified technician on staff up to a maximum of forty (40) points. For example, two (2) Apollo certified technicians on staff equals a score of twenty five (25) points; three (3) Apollo certified technicians on staff equals a score of thirty (30) points, etc. Respondents with five (5) or more Apollo certified technicians on staff will receive a maximum score of forty (40) points."

3. On Page 15, Section 6: Experience with Access Control, CCTV System, and Biometric Projects, the last paragraph regarding distribution of evaluation points has been removed and replaced with revised verbiage as follows below (revised verbiage is printed in red):

"~~Respondents showing experience for the minimum five (5) years' experience with Apollo APACS installations, minimum five (5) years' experience with CCTV system installations, and experience with L1 Biometric (or other major brand biometric) projects for both the Company and for the assigned Project Manager will be awarded fifty (50) points. Respondents showing minimum five (5) years' experience with Apollo APACS installations, minimum five (5) years' experience with CCTV system installations, and experience with L1 Biometric (or other major brand biometric) projects for the Company and less than the minimum years' experience for the assigned Project Manager, forty (40) points will be awarded. Respondents showing experience for the minimum five (5) years' experience with major brand access control systems (Non-Apollo APACS) installations, CCTV system installations, and experience with L1 Biometric (or other major brand biometric) projects for both the Company and the assigned Project Manager will be awarded thirty (30) points. Respondents showing experience for the minimum five (5) years' experience with major brand access control systems (Non-Apollo APACS) installations, minimum five (5) years' experience with CCTV system installations, and experience with L1 Biometric (or other major brand biometric) projects for the Company and less than the minimum years' experience for the assigned Project Manager will be awarded twenty (20) points. Respondents showing a total combined minimum five (5) years' experience between Company and Project Manager in all areas will be awarded ten (10) points. Respondents unable to show a total minimum five (5) years' experience between the Company and the Project Manager in all areas will be awarded zero (0) points.~~

Evaluation points will be awarded based on the experience of the Company and the assigned Project Manager with access control and CCTV systems, and biometric projects."

B. REQUEST RECEIVED FOR MODIFICATION ON MINIMUM QUALIFICATIONS:

1. Regarding RFP NO: 17-71 as currently written: "Part III: REQUIREMENTS OF THIS RFP, Item B. MINIMUM QUALIFICATIONS: States that Respondents must be an authorized dealer of Apollo Security Sales, Inc. Any RFP package submitted by a firm that is not an authorized dealer will be deemed non-responsive, and will not be included in the evaluation."

   Request for Modification: We kindly ask that the language in Item B. Be modified to read: "Respondents must be or become an authorized and factory trained dealer of Apollo Security Sales, Inc. Any RFP package submitted by a firm that is not an authorized and factory trained dealer must have a current and written plan to become factory authorized and trained with-in 90 days of Approval of Award." We also ask that the words "Apollo APACS" be eliminated from the remaining paragraphs in Item B. After speaking with Apollo Security Sales, Inc. It is my

understanding that there is only one (1) Apollo Security dealer in the NE Florida area and that is W.W. Gay. Apollo could not confirm if W.W. Gay completed the most recent training and certifications. We believe that any firm meeting all other requirements, and agrees to become a factory trained and certified Apollo Access dealer, should be included in the evaluation process. Otherwise, you may narrow the bid process to a point that only one (1) company can be evaluated for award. We understand the value of factory training and support. Our firm carries most TIER-1 security manufacturer lines and certified on them.

Answer: The County has verified with Apollo Security Sales, Inc. that there are currently five (5) authorized and certified dealers in the State of Florida, with three (3) of those dealers being located in Northeast Florida. The request for modification has been reviewed and the Minimum Qualifications for this RFP are modified as identified in "Section A" above.

C. QUESTIONS:

1. If a company does not have an official Drug-Free Workplace Program (Attachment B of RFP Form) does that eliminate the company from potential award?

   Answer: No, not having an official Drug-Free Workplace Program does not eliminate a company from potential award. Pursuant to Florida Statute Section 287.087, in the event two or more proposals are equal with respect to price, quality, and service are received, preference will be given to the company that has implemented a drug-free workplace program.

   If a company does not have an official Drug-Free Workplace Program, an unsigned copy of Attachment B must still be included in the RFP package along with a separate letter from the company stating it does not have such a program.

THE RFP DUE DATE REMAINS AUGUST 17, 2017 AT 4:00 P.M.

Acknowledgment

_____
Signature and Date

Tyler Dao, Project Manager
Printed Name/Title
W.W. GAY FIRE PROTECTION DBA
W.W. GAY FIRE & INTEGRATED SYSTEMS, INC.
Company Name (Print)

Sincerely,

Diana M. Fye, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1

St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF AWARD

November 2, 2017

Mr. Nandlal Paryani, President
W.W. Gay Fire & Integrated Systems, Inc.
522 Stockton Street
Jacksonville, FL 32204

RE: RFP 17-71; Installation & Repair of Countywide Access Control & CCTV Systems
Master Contract No. 17-MCC-WWG-08661

We are pleased to notify you that the St. Johns County Board of County Commissioners has approved award of a contract for the provision of services for Installation & Repair of Countywide Access Control & CCTV System as specified in the above referenced Request for Proposals. The rates submitted by your firm have been approved, and are hereby accepted, and incorporated into the Contract Agreement

Attached, via email, is an electronic copy of the Contract Agreement and an Acceptance of this Notice of Award. Please print, sign, date, seal (if applicable) and return all of the following ***within ten (10) days of receipt*** of this Notice:

1. Three (3) original signature copies of the Contract Agreement ***(Date only the signature page of the agreement. DO NOT date the front page of the contract)***
2. One (1) original Acceptance of the Notice of Award (Please sign, date and return the Acceptance of Award acknowledgement (page 2 of this letter)).
3. All applicable Certificates of Insurance as stated in Article 16 of the attached Contract Agreement.
4. List of and certification of background screenings performed on all personnel proposed to perform work in compliance with Article 11 of the attached Contract Agreement.

To the attention of: Ms. Diana M. Fye, CPPB, Procurement Coordinator
St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Upon receipt of the above documents by this office, contract agreements will be executed and an original copy will be returned to your office.

Should you have any questions regarding this notice please don't hesitate to contact Diana M. Fye at (904) 209-0162 or dfye@sjcfl.us.

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

Jaime Locklear, MPA, CPPB, FCCM
Assistant Purchasing Manager

Date: 3 Nov 17

RFP No: 17-71 – Installation & Repair of Countywide Access Control & CCTV Systems
Master Contract No: 17-MCC-WWG-08661

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the attached NOTICE OF AWARD is hereby acknowledged by:

W.W. Gay Fire & Integrated Systems, Inc. this 30 day of November, 2017.

By: X _____
Signature of Authorized Representative

Name: Chuck Kesslar
(Please Type or Print)

Title: Division Manager
(Please Type or Print)

W.W. GAY FIRE & INTEGRATED SYSTEMS, INC.
522 STOCKTON STREET • JACKSONVILLE, FL 32204 • PHONE 904-387-7973 • WWW.WWGFP.COM

February 21, 2020

David Smith
Contract Administration Coordinator
City of Jacksonville
Public Buildings Division
555 West 44th Street
Jacksonville, FL 32208

RE: Installation and Repair of Countywide Access Control & CCTV Systems, SJC Master Contract No. 17-MCC-WWG-08661

Dear Sir:

W.W. Gay Fire & Integrated Systems, Inc. would like to invite the City of Jacksonville, Public Works Division to piggyback onto the above-mentioned contract, under the same pricing, terms, and conditions as fully stated within the St. Johns County Master Contract.

Sincerely,

Randy Graves
Project Manager
W.W. Gay Fire & Integrated Systems, Inc.