



INVITATION TO BID

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Bid Title: Upgrade to the Facilities Management System	
Bid Number: NC17-016	
Requesting Department: Facilities Maintenance	Bid Contact: Angela Gregory, Procurement Manager
Contact Address: 96135 Nassau Place, Suite 6, Yulee, FL 32097	Contact Number and Email: 904-530-6040 agregory@nassaucountyfl.com
Bid Due Date or Closing Date/Time: Tuesday, July 25, 2017 @ 4:00 p.m.	Bid Opening Date/Time: Wednesday, July 26, 2017 @ 10:00 a.m. or soon there after
Location to Deliver Bid: John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097	

In accordance with the intent and content of this Invitation to Bid (ITB), we the undersigned do hereby offer to perform as stipulated in this response. Failure to do so may result in the forfeiting of bid security, removal from the County's bidder list, or other remedies available to the County under the laws of the State of Florida.

Legal Name of Bidder:		
Business Address		
Phone Number	Fax Number	E-Mail Address:
Contractor's Florida License Number (as applicable):		
Authorized Signature (manual)		Date:
Printed Signature:		Title:

BIDDER DECLARATION / ACKNOWLEDGMENT

1. Bids will be opened by a representative of the Clerk's Office in the Clerk's Small Conference Room (76347 Veterans Way, Yulee, FL 32097) on the appropriate date and time as shown above. Bid documents will be available upon notice of an intended decision or after 30 days after bid opening (whichever is earliest), pursuant to FS 119.071 (b).
2. Bids must be SUBMITTED ON THE FORM FURNISHED BY THE COUNTY and in accordance with specifications and list of quantities desired.
3. Page One must be completed and submitted as the top sheet of your bid response.
4. It is the intent and purpose of Nassau County that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Contract Management Office at the address noted above, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Contract Management Office not later than seven (7) calendar days prior to the bid closing date.
5. **THERE WILL BE A NON-MANDATORY PRE-BID CONFERENCE FOR THIS BID (SEE ARTICLE A19).**

(THIS PAGE MUST BE RETURNED WITH YOUR BID)

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SECTION A. INSTRUCTIONS TO BIDDER

- A1.** Bidders are expected to examine this bid form, specifications, attached drawings, if any, and all instructions. Failure to do so will be at the Bidder's risk.
- A2.** All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- A3. Definitions:** The term "County" means the Nassau County Board of County Commissioners, a political subdivision of the State of Florida, and its authorized designees, agents or employees.
- A4. Bid Price Sheet:** Each bidder shall furnish the information required on the Bid Price Sheet, Attachment B, and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format may be disqualified.
- A5. Bid Submittal:** All bids must be submitted in a sealed envelope, plainly marked on the outside with the invitation to bid name, bid number, date and time of opening and vendor's name and address.

Submit your bid as follows: One (1) original and two (2) copies must be submitted. Include the bid cover page, and bid section on which the instructions require return with the bid, any page where the bidder has taken exception(s), the duly designated "Bid Price Sheet", and any supporting documentation or literature being submitted in support of your bid.

- A6.** It is the bidder's responsibility to assure that Bids are received in the office of John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, Florida 32097, on or before the date and time specified on page one of this Invitation to Bid. Facsimile bids are not acceptable. Bids received after the date and time specified will be rejected and returned unopened.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Nassau County Board of County Commissioners, C/O John A. Crawford, Ex-Officio Clerk, 76347 Veterans Way, Suite 456, Yulee, FL 32097.

- A7.** Bids will be opened at the office of the Clerk on the date and time specified on page one of this Invitation to Bid at the Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, Florida.
- A8. Effective July 1, 2012 – Amendments to Public Meetings and Public Records Laws for Government Contracting:** Pursuant to recent changes in Florida Statutes Chapter 119.071 (General Exemptions from inspection or copying of public records) the bid opening process is temporarily exempt from Public Records requirements, except bids received pursuant to a competitive solicitation for construction or repairs on a public building or public work. Information may be released to the public once the Board provides a notice of intended decision or 30 days after the bid opening, whichever is earlier.

Pursuant to recent changes in Florida Statutes Chapter 286.0113 (General exemptions from public meeting requirements) any portion of a meeting in which negotiations with a vendor is conducted as part of the "competitive negotiation" process at which a vendor makes an oral presentation or answers questions as part of the "competitive solicitation" process are exempt from public meeting requirements until the Board

provides notice of an intended decision or until 30 days after bid opening, whichever is earlier. Any portion of a committee meeting at which negotiation strategies are discussed is exempt.

A complete record shall be made of any portion of an exempt meeting; no portion may be held off the record. The recording of and any records presented at the exempt meeting are exempt from FS119.071 until such time as the board provides notice of an intended decision or 30 days after opening the bids, proposals or final replies.

Please refer to Florida Statutes Chapter 119.071, Chapter 255.0518 and Chapter 286.0113 for further details.

- A9. Bid Withdrawal:** Bids may not be withdrawn for a period of ninety (90) days after the bid opening date. However, bids may be withdrawn anytime before the bid opening. A bidder may withdraw his bid without prejudice to himself, not later than the day and hour set for opening the bids, by communicating his purpose in writing to the County and his bid will be returned to him unopened.
- A10.** Bidders' attention is specifically called to the terms and conditions of this solicitation. Bidders, without exception, will be solely responsible for all aspects of the terms, conditions and special provisions of this solicitation.
- A11. Unit Price Accuracy:** Please check your unit prices before submitting your bid, as no change in prices will be allowed after the bid opening. All prices and notations must be in ink or typewritten. In cases of the extended price irregularities, unit pricing will prevail. Please note that the County reserves the right to clarify and correct blatant unit price or extended amount errors.
- A12. Proper Signatures:** Failure to sign the Bidder Declaration/Acknowledgement shall result in a disqualification of your bid. **Please be sure your bid is signed.**
- A13. Limitations on Liability:** Bidders are advised that the County will not accept limitations on liability. The successful Bidder will be fully liable for all damages and events caused by them without any limitations as to dollar amount. The County will pursue liable Bidders to the extent allowed by law. Any bid received that limits liability to the amount of the bid or the resulting contract will be considered unresponsive and the bidder non-responsible and as such, the bid will not be accepted by the County.
- A14. Questions:** Questions relative to interpretation of specifications or any aspect of the solicitation process shall be addressed to the contact name listed on page one, in writing, at least seven (7) calendar days before the bid opening date. Any interpretations, clarifications or changes made will be in the form of written addenda issued by Nassau County. Oral answers by any member of the requesting department will not be authoritative and the County will not entertain any protests based on a verbal instruction.
- A15.** It will be the responsibility of the bidder to contact the County prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda acknowledgement with their bid (Attachment "D"). The County will not consider requests to reopen a bid as a result of the failure of the bidder to secure addenda.
- A16.** Vendor shall include in their bid package a copy of their current workman's compensation insurance, general liability, and auto insurance coverage. The successful bidder will be required to provide the insurance requirements under Section B20 and Attachment "G" prior to the start of work.
- A17.** Bidders are requested to refrain from contacting the requesting/evaluating Departments or Divisions during the bid process. **ANY QUESTIONS FROM BIDDERS OR EVALUATING**

DEPARTMENTS/DIVISIONS MUST BE ADDRESSED TO THE CONTRACT

MANAGEMENT/PURCHASING OFFICE. Failure to comply with any of the foregoing instruction or any other essential element of this bid may result in disqualification of your bid.

- A18. Bid Check List:** Bidders are cautioned to please check their bid very carefully, using the following check list of forms to be submitted:

_____ Invitation to Bid cover page signed

_____ Bid Price Sheet (Attachment “B”)

_____ Addendum Acknowledgment (Attachment “D”)

_____ Public Entity Crimes Sworn Statement (Attachment “E”), signed and notarized

_____ Experience of Bidder (Attachment “F”)

_____ Proof of current Insurance Certificate

- A19. PRE-BID MEETING/SITE VISIT:** A non-mandatory pre-bid meeting and site visit of the facility will be held on Wednesday July 12, 2017 at 10:00 AM at the Robert M. Foster Justice Center located at 76347 Veterans Way, Yulee, FL 32097

A21. Additional Bidder Qualifications/Submittals:

A21.1- Bidder shall provide a letter from Schneider Electric confirming compatibility with existing equipment and shall be capable of interfacing with 3rd party equipment interfaces such as BACnet, LON, ModBus.

A21.2- Vendor shall provide evidence that they have at least 2 years of experience on jobs of similar size and same software and hardware with change over from INET to their proposed software and provide references for those jobs.

A21.3- At least 3 references should be listed with name and contact information such as facility location and name where change was made, phone contacts and email info, and position title of person referenced.

A21.4- Facilities Maintenance understands that vendors wishing to bid this project will need to schedule a site visit to determine all of the points to be brought forward into the new system.

SECTION B. GENERAL PROVISIONS

- B1. Terms & Conditions:** Bidder proposes and agrees, if this bid is accepted, to enter into a Purchase Order with the Nassau County Board of county Commissioners, to perform and furnish all goods and services specified or indicated in the Purchase Order Documents for the agreed price and within the agreed time indicated in this Bid, and in accordance with the other terms and conditions of the Purchase Order Documents and Instructions to Bidders made a binding part of this bid. The successful bidder(s) shall execute and return to the County with ten (10) days after receipt all documents, performance and payment

bonds (if applicable), insurance certificates and any other documents required by this bid. No Agreement shall be considered binding upon the County until it has been properly executed by all parties. A purchase order will be issued by the County prior to the start of any order, project, service or work by the Vendor.

- B2. Receiving/Payment/Invoicing: No payment will be made for materials ordered without proper purchase order authorization.** Nassau County shall pay all vendors within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until materials, goods or services, have been received, inspected and accepted by the County in the quality and quantity ordered. Payment will be accomplished by submission of invoice with Purchase Order Number referenced thereon and mailed to the address set forth in the Purchase Order. Payment in advance of receipt of goods or services by Nassau County cannot be made.

Invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with accepted bid proposal.

- B3. Acceptance of Goods/Services:** Receipt of goods/services shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the product/performance meets bid specifications and conditions. Should the products/services differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the agency, the County Manager's Office may authorize the recipient to refuse final acceptance of the goods/services. Should a representative of Nassau County agree to accept the goods/services on condition that the contractor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.
- B4. Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.
- B5. Permits/Licenses/Fees:** Any permits, licenses or fees required for this service will be the responsibility of the contractor unless otherwise stated.
- B6. Taxes:** Nassau County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. Please refrain from including taxes in any billing resulting from a contract issued under this solicitation.
- B7. Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
- (a) The prices in this bid have been arrived at independently, without consultation, communication, collusion or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor.
 - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

- B8. The Contract:** Notice of Recommendation by the Procurement Manager will constitute notice to the bidder that they have been recommended to the Board and upon Board approval, they are the overall lowest priced, most responsive and responsible bidder. Upon award by the Board of County Commissioners, a Notice to Proceed and Purchase Order will be issued to the Vendor.
- B9. Inspection/Acceptance Title:** Inspection and acceptance will be at destination unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of Nassau County, unless loss or damage results from negligence by Nassau County or it's using Department.
- B10. Laws Governing this Contract:** Any contractual arrangement between Nassau County and the vendor shall be consistent with, and be governed by, the ordinances of Nassau County, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate county in Nassau County, Florida.
- B10. Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of Nassau County. Further, all bidders must disclose the name of any Nassau County officer, or employee who owns, directly or indirectly an interest of ten (10%) percent or more of the bidder's firm or any of its branches. Failure to disclose in this manner will result in disqualification of your bid or cancellation of work. The County will seek damages for recoupment of losses in having to re-bid or re-assign.
- B11. Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it I understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized affixed to the bid signature section attests to this.
- B12. Changes:** Nassau County reserves the right to order, in writing, changes in the work within the scope of the contract, such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where changes to the contract under the authority of this clause result in increased costs to the contractor.
- B13. Modifications:** In addition to modifications made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in Nassau County.
- B14. Assignment & Subcontracting:** The vendor will not be permitted to assign its contract with Nassau County, or to subcontract any of the work requirements to be performed without obtaining prior written approval of Nassau County.
- B15. Liability:** The vendor shall act as an independent contractor and not as an employee of Nassau County. The vendor will be required to indemnify, defend, and hold and save harmless Nassau County, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.

- B16. Termination for Default:** The performance of the Agreement may be terminated by Nassau County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.
- B17. Termination for Convenience:** Nassau County reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Nassau County, the vendor shall only provide those services specifically approved or directed by Nassau County. All other rights and duties of the parties under the Agreement shall continue during such notice period, and Nassau County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the vendor.
- B18. Public Records Requirement:** The County is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;
- a) Keep and maintain public records required by the public agency to perform the service.
 - b) Upon request from the public agency's custodian of public records, provide the public agency 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 provided in this chapter or as otherwise provided by law.
 - c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If a contractor/vendor/consultant does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

- B19. Force Majeure:** Neither party of this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.
- B20. Indemnification & Insurance:** The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this Purchase Order, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any

negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this Purchase Order, insurance coverage's, limits, including endorsements, as shown on Attachment "G". The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Purchase Order.

Proof of Coverage: The County of Nassau shall be furnished proof of coverage by a certified, complete duplicate of all insurance contracts including every endorsement. The complete insurance contracts must be delivered to the County Representative not less than ten (10) days prior to the approval and acceptance of a contract between the County and the Contractor. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Failure of the Contractor to furnish the requested documents which meet the requirements of this bid specification shall disqualify the Contractor.

- B21. Public Entities Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The sworn statement form for Public Entities Crimes under section 287.133(3)(a), Florida Statutes, Attachment "E", must be submitted with the bid.
- B22. Debarred Vendors:** The County reserves the right to withhold award, rescind award or forego award to any vendor or contractor who is found to have been debarred from doing business with the State of Florida or any other public entity. It shall be County's sole determination as to the desirability of contracting with a contractor or vendor who has been barred from doing business with any public entity.
- B23. Vendor Responsibilities:** The Vendor certifies, by submission of this bid that the Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.
- B24. Equal Opportunity:** Nassau County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises.
- B25. Other Entity Use:** All Bidders/Proposer submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies, under the same conditions, for the same contract price, and for the same effective period as this bid, should the Bidder feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids, and makes an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and

each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid/proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to re-bid any or all items.

- B26. Public Emergencies:** It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Nassau County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Vendor/contractor agrees to rent/sell/lease all goods and services to the county or governmental entities on a "first priority" basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.
- B27. Disputes:** Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Venue for any mediation shall be in Nassau County, Florida. Venue for any litigation shall be in state court in Nassau County, Florida.

SECTION C. SPECIAL PROVISIONS

- C1. Minimum Standard:** Specifications listed herein describe the expected minimum standard. These specifications are intended to be descriptive in nature and are not intended to eliminate any vendor from submitting a bid.
- C2. Bidder's Specifications:** Each bidder shall make accurate statements in this bid response.
- C3. Not bidding:** If not bidding any or all items, please so state.
- C4. Firm Prices:** Prices for goods and services covered in the specifications shall be firm, net delivered to the ordering agency, **F.O.B. DESTINATION**, vendor paying all delivery costs and shall remain firm for the

period of any agreement reached as a result of this Annual Requirement. No additional fees or charges shall be accepted.

- C5. Supervision:** The County shall not exercise any supervision or control over the Bidder's employees performing services under this contract. Such employees shall be accountable not to the County, but solely to the Bidder, who in turn is responsible to the County.
- C6. Pre-award Inspection:** The County reserves the right to make a pre-award inspection of the bidder's facilities, to determine the capabilities of the bidder to service the County, prior to award of any agreement.
- C7. Existing Permits and Identification Numbers:** Any and all permits, state licenses and/or Dept. of Environmental Protection identification numbers are to be available for review upon request.
- C8. Experience of Bidder:** Bidder must be a provider currently doing business with the general public, currently servicing a minimum of three (3) commercial accounts equal in size and scope to this bid and be properly licensed to do business in the State of Florida. Bidder, under their current business name, must also have a minimum of one (1) consecutive year of verifiable experience servicing commercial accounts equal in size and scope to this project. Bidder must complete the Experience of Bidder form, Attachment "E", and return with bid.
- C9. Additional Information:** Nassau County reserves the right to request any additional information needed for clarification from any bidder/proposer for evaluation purposes.
- C15. Attachments:** All attachments are made an essential part of this bid.

Attachment A - Scope of Work and Technical Specifications
Attachment B - Bid Price Sheet
Attachment C - Statement of No Bid
Attachment D - Addenda Acknowledgement
Attachment E – Public Entities Crimes
Attachment F - Experience of Bidder
Attachment G – General Information & Insurance Requirements

If you choose not to bid on this Invitation to Bid, please complete and return Attachment "C" prior to the bid opening.

- C17. Project Completion:** Bidder shall state in space provided on the Bid Price Sheet (Attachment B) approximate time required for project completion after receipt of purchase order.

SECTION D. AWARD OR REJECTION OF BIDS

- D1. Award of Contract/Purchase Order:** Award will be made to the responsible bidder most responsive to the solicitation with the lowest bid meeting specifications.
- D2. Delivery:** Delivery will be a factor in the award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- D3. Split Award:** Nassau County reserves the right to make award to one vendor, to split the award between vendors, or to not award some or all items, depending on the best interest of the County. The County may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

- D4. Right to Reject:** The County reserves the right to reject any or all bids, with or without cause, without recourse, to waive technicalities or to accept the bid which in its judgment best serves the interest of the County. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or borne by the County. Nassau County also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whose investigation shows is not in a position to perform the contract.
- D5. Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this Invitation to bid.
- D6. State Contract Pricing:** At the time of the evaluation, a comparison may be made between the bids received and the State Contract pricing for the same item/service. The award will be based on whatever is in the best interest of the County.

ATTACHMENT A. TECHNICAL SPECIFICATIONS / SCOPE OF WORK**Facility Management System will serve the following locations:**

Robert M Foster Justice Center is located at 76347 Veterans Way, Yulee, FL. 32097
Nassau County Record Storage Building at 76449 Veterans Way, Yulee, FL. 32097
Historic Courthouse is located at 416 Centre Street, Fernandina Beach, FL. 32034

Scope of Work

The existing electronic facility management system (INET) is being phased out by its manufacturer (Schneider Electric). There are currently refurbished controllers available to keep the system up and functional for now.

Nassau County Facilities Maintenance is in need of a viable solution to enable us to keep the system functional and sustainable for long term use. As we are looking for these solutions up front cost is always a factor and we are looking at solutions that will allow us to utilize the existing controllers with an upgraded software package that will allow for the controllers to be replaced with newer technology as they fail rather than a total system change out.

We are seeking a solution that would provide a proven seamless interface with the existing system to allow us the same or greater level of control of the equipment that is integrated with the system.

1. Upgrade shall include all of the existing equipment data pages, monitored points and controllability of the existing system. Vendor shall provide all engineering, permitting if required, software licenses which shall be perpetual and not require the County to purchase new licenses and shall include all updates at no cost to the county for life of system, all materials and labor to upgrade the system to their software including any servers, workstations, cabling, switches, relays or other components or devices as may be required for the system to function properly.
2. Vendor shall provide operating system requirements and will during site visit discuss county and clerk of court IT requirements for version of windows required by county and its compatibility with upgrade and any issues that it may present.
3. Vendor shall provide the Facilities Maintenance Department with as built drawings of system with all devices shown on plans and including room numbers for locations of devices.
4. Vendor shall also include with proposal a cost for a 2 year maintenance contract that shall include weekly visits to maintain any issues with the system.
5. Maintenance contract shall also cover technical support by phone unlimited for the duration of the contract.
6. Maintenance agreement shall include all software upgrades as they come available and are tested to be functional with this type of integration for the term of the contract.
7. Vendor shall provide a 2 year minimum warranty on all new components installed for the upgrade and list any and all manufacturer warranties for equipment provided by and installed by them.

8. Maintenance Contract shall also list prevailing labor rates for billable services.
9. Vendor shall provide an estimated timeline to perform the upgrade and shall ensure that the equipment controlled by the system shall have as little down time as possible while upgrade is being performed.
10. If down time is required to replace server or other components of the system the work shall be performed on weekend/ after hours schedule to prevent disruption of court functions and Vendor shall provide in their proposal an estimate of any timelines for equipment being inoperable including all of the workstations individually.
11. System shall have the ability to have multiple workstations (vendor to provide) for the different functions needed by the different departments such as Maintenance, Security, Bailiffs, and IT.
12. There are 3 sites that are run by the existing (INET) for card access and duress that interface the 3 sites together.
13. The new upgrade shall provide that same interface. The different workstations shall be capable of password protection and sign in credentials that allow access to only what is needed for the job function performed for changes and read only for areas not inline with the job function for that area.
14. The Card Access system is to be upgraded from the current proximity (125kHz) badges to iClass (13.56MHz) badges.
15. Vendor shall supply 61 HID SE iClass card readers, and 600 badges and any other components required for full update to the 3 sites card access systems including the network connection, switches, routers or other devices and programming required for the system to update to all 3 sites via a network connection to keep data current and up to date for functionality and adding new personnel when needed and working with security staff to create work groups and door groups for specific access needs and requirements for departments and individuals as may be needed.
16. The Card Access will be separated from the other portions of the system and shall include new printer and work station for security.
17. Vendor shall provide quotes for shelf stock for each type of controller in facility such as DCU, MR VAV, etc. to prevent down time to obtain parts.

(End of Attachment A – Specifications)

ATTACHMENT “B”**BID PRICE SHEET****UPGRADE TO FACILITIES MANAGEMENT SYSTEM
BID NUMBER NC17-016**

Description	LUMP SUM BID
Provide all necessary equipment, materials, labor, insurances and licenses detailed in scope of work Attachment “A” to upgrade the existing electronic facility management System (INET)	\$ _____

The projects shall be completed within _____ days from the date Contractor receives a Purchase Order and Notice to Proceed.

The undersigned declares that they have examined the Notice to Bidders, Instructions to Bidders, and Technical Specifications/Scope of Work and is informed fully with regard to all terms and conditions pertaining thereto and agrees under these specifications at the prices set forth above.

Company: _____

Address: _____

City, State, Zip: _____

By: _____

(Signature)

(Above name printed or typed)

Phone: _____ **Fax:** _____

Email: _____

ATTACHMENT “C”**STATEMENT OF “NO BID”
RESPONSE TO INVITATION TO BID FORM**

If you do not intend to bid on this requirement, please complete and return this form prior to the date shown for receipt of bids to Nassau County Board of County Commissioners, c/o John A. Crawford, Ex-Officio Clerk, Robert M. Foster Justice Center, 76347 Veterans Way, Suite 456, Yulee, FL 32097.

We have declined to bid on _____, _____, for the following reasons:
(Bid No.) (Bid Name)

_____ Specifications are too “restrictive”, i.e. geared toward one brand or manufacturer
(please explain below)

_____ Insufficient time to respond to Invitation to Bid

_____ We do not offer this product or equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (please explain below)

_____ Other (please specify below)

Remarks:

We understand that if the “No Bid” letter is not executed and returned, our name may be deleted from the list of qualified bidders for Nassau County Board of County Commissioners for future projects.

Typed Name and Title

Company Name

Address

Signature and Title

Telephone Number

Date

ATTACHMENT “D”**Addenda Acknowledgment**

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period. Bid Number NC17-016	Addendum # _____ through # _____ Initial: Date:
Person Completing ITB (Signature)	
Name (Printed):	Title:

>>>Failure to submit this form may disqualify your response<<<

ATTACHMENT “E”**NASSAU COUNTY****SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES****TO BE RETURNED WITH BID**

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by _____ (entity submitting sworn statement), whose business address is _____ and its Federal Employee Identification Number (FEIN) is _____. (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).
3. My name is _____ (please print name of individual signing), and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not to fair market value under an arm’s length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one of more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

Date

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPREAEED BEFORE ME, the undersigned authority, _____, who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 201__.

(Notary Public)

My Commission Expires: _____ (seal)

ATTACHMENT "F"

EXPERIENCE OF BIDDER

The following questionnaire shall be answered by the bidder for use in evaluating the bid to determine the lowest, responsive, and responsible bidder, meeting the required specifications.

1. **FIRM NAME:** _____
 Address: _____
 City/State/Zip: _____
 Phone: _____ Fax: _____
 Name of primary contact responsible for work performance: _____
 Phone: _____ Cell Phone: _____ Email: _____

2. **INSURANCE:**
 Surety Company: _____
 Agent Company: _____
 Agent Contact: _____
 Total Bonding Capacity: \$ _____ Value of Work Presently Bonded: _____

3. **EXPERIENCE:**
 Years in business: _____
 Years in business under this name: _____
 Years performing this type of work: _____
 Value of work now under contract: _____
 Value of work in place last year: _____
 Percentage (%) of work usually self-performed: _____
 Name of subcontractors you may use: _____
 Has firm: Failed to complete a contract: _____
 Been involved in bankruptcy or reorganization: _____
 Pending judgment claims or suits against firm: _____

4. **PERSONNEL**
 How many employees does your company employ:

Management	_____ Full time	_____ Part time
Site/Crew Supervisors	_____ Full time	_____ Part time
Workers/Laborers	_____ Full time	_____ Part time
Clerical	_____ Full time	_____ Part time
Other	_____ Full time	_____ Part time

5. WORK EXPERIENCE:

List your three (3) most significant commercial accounts where the contract was similar in scope and size to this bid.

Reference #1:

Company/Agency Name:_____

Address:_____

Contract Person:_____

Phone:_____ Fax:_____ Email:_____

Project Description:_____

Contract \$ Amount:_____

Date Completed:_____

Reference #2:

Company/Agency Name:_____

Address:_____

Contract Person:_____

Phone:_____ Fax:_____ Email:_____

Project Description:_____

Contract \$ Amount:_____

Date Completed:_____

Reference #3:

Company/Agency Name:_____

Address:_____

Contract Person:_____

Phone:_____ Fax:_____ Email:_____

Project Description:_____

Contract \$ Amount:_____

Date Completed:_____

REMINDER:

THIS FORM IS TO BE INCLUDED WITH BID. FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

ATTACHMENT “G”**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS****COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall purchase and maintain at the Contractor’s expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to “bodily injury” and to “property damage” occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use.

WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor’s expense Workers’ Compensation and Employer’s Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers’ Compensation Insurance – Unlimited	
Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer’s Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer’s Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Contractor shall purchase and maintain at the Contractor’s expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
---------------------------------------	-------------

Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.

Contractor shall require each of his Subcontractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Contractors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor, in which event, Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor's right under any policy with higher limits, and no policy maintained by the Contractor shall be construed as limiting the type, quality or quantity

of insurance coverage that Contractor should maintain. Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor or any subcontractor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.