#### OKEECHOBEE COUNTY PROJECT NO. 2018-12

#### NEC UNIVERGE SV9100E TELEPHONE SYSTEM OKEECHOBEE COUNTY PLANNING & DEVELOPMENT

#### **INVITATION TO BID**

Sealed BIDS will be received by Okeechobee County Board of County Commissioners at the **Okeechobee County Historic Courthouse, 304 NW 2nd Street, Room 123. Okeechobee, FL 34972 until 3:00 p.m. on April 23, 2018.** Bids will be publicly opened in room 222 and read aloud. Any BIDS received after the time specified will not be accepted.

The BIDS shall be based on the following:

Scope of work includes, but is not limited to, furnishing all materials, equipment, labor and warranties necessary for the installation and operation of the NEC Univerge SV9100E Telephone System as indicated on the equipment list provided.

Bid Documents may be downloaded from the Okeechobee County website at:

http://www.co.okeechobee.fl.us/ under Bids and Proposals tab.

All materials furnished and all work performed shall be in accordance with the NEC Univerge SV9100E Equipment List, Specifications and Contract Documents pertaining thereto.

<u>Any questions</u> pertaining to the project specifications or scope of work will be addressed to Okeechobee County Capital Projects, FMDS Division, in writing, to the physical or e-mail address noted below, <u>no later than April</u> <u>18, 2018 by 5:00 p.m.</u>

Okeechobee County Capital Projects, Donnie Oden, FMDS, Director 1700 NW 9<sup>th</sup> Ave, Ste. C, Okeechobee, FL 34972 Email: sselvey@co.okeechobee.fl.us

If it becomes necessary to revise or amend any part of this bid, an addendum will be issued and will be posted on the Okeechobee County website at: <u>http://www.co.okeechobee.fl.us/</u> under Bids and Proposals tab.

# It is the sole responsibility of the bidders to check the website to ensure that all available information has been received prior to submitting a bid.

Each Contractor who has made a written request will be furnished with one (1) electronic copy in PDF format of version of the Bid Documents via email at no cost by sending a request via email to the email address noted above or from the County Website noted above. Only Bid documents obtained from Okeechobee County are acceptable for bidding.

Each bid must be accompanied by an acceptable Bid Security in the form of a Bid Bond, or Certified Check, made payable to "Okeechobee County Board of County Commissioners", in the amount of not less than five percent (5%) of the total Bid Amount.

The Bidder, if awarded the Contract and the bid amount is \$100,000 or more, will execute and file acceptable performance and payment bonds equal to 100% of the contract price within ten (10) calendar days after written notice of the award of contract. No bidder may withdraw their bid for a period of ninety (90) calendar days after the date set for opening of bids. The Payment and Performance Bonds must show the Owner's name, Project Name and Project Number.

Okeechobee County accepts no responsibility for any expense related to preparation or delivery of proposals. The Owner reserves the right to reject any or all Bids, accept Bids in any order or combination, accept or reject

portions of Bids, make modifications to the work after bidding, and waive any informality/inconsistency in the Bids if they deem it in their best interest to do so.

Unless specifically prohibited by law or regulation, said bid includes an assignability clause that allows for the assignment of all or part of the specified deliverable items.

Okeechobee County has a local vendor preference which is contained within the County's current procurement policy. Definitions, allowances and exemptions can be found in this policy. You are encouraged to review the latest version to ensure compliance with and exceptions to the local vendor preference policy. The County's vendor preference policy can be found on the County's website at: <a href="http://www.co.okeechobee.fl.us/government/county-procurement-policy">http://www.co.okeechobee.fl.us/government/county-procurement-policy</a>.

Bidders will confine their bids to the project in its entirety. Partial bids will not be accepted.

Each bidder will submit with this bid, evidence that the bidder complies with all state and local requirements, to perform the work described in said Bid.

#### Each bidder will submit with the bid a completed schedule of values for their bid.

If in the opinion of the bidder, inconsistencies appear to exist in the specifications, it is the bidder's responsibility to seek clarification from the Okeechobee County Facilities Maintenance. Additionally, it is incumbent upon all bidders to conduct a personal investigation as to requirements of the County.

The Board of County Commissioners has the right to accept or reject any or all bids. Bids must be sealed and the outside of the envelope MUST be marked: "BID- Okeechobee County NEC UNIVERGE SV9100E TELEPHONE SYSTEM OKEECHOBEE COUNTY PLANNING AND DEVELOPMENT BID, COUNTY PROJECT NO. 2018-12.

BIDDER MUST SUBMIT (1) ORIGINAL AND (2) COPIES OF THE BID.

Sharon Robertson, Clerk of Court Okeechobee County, FL

Terry W. Burroughs, Chairman Board of County Commissioners Okeechobee County, FL

Publish: Okeechobee News Okeechobee County Website

#### BIDDER ACKNOWLEDGEMENT

#### SUBMIT BIDS/PROPOSALS TO:

Okeechobee County 304 NW 2<sup>nd</sup> Street Okeechobee, FL 34972 (AN EQUAL OPPORTUNITY EMPLOYER)

#### PROPOSAL FOR OKEECHOBEE COUNTY NEC UNIVERGE SV9100E TELEPHONE SYSTEM OKEECHOBEE COUNTY PLANNING & DEVELOPMENT BID NO. 2018-12

MAILING ADDRESS:

Federal Employer ID or SS#:

Telephone :

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the Okeechobee County, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the County all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County renders final payment to the bidder.

Signature:

Type Name:

Title:

Date:

#### **BID FORM**

#### OKEECHOBEE COUNTY NEC UNIVERGE SV9100E TELEPHONE SYSTEM PLANNING & DEVELOPMENT BID NO. 2018-12

THIS BID IS SUBMITTED TO:

#### OKEECHOBEE COUNTY

- 1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
- 2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for ninety (90) calendar days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds, Insurance and other documents required by the Bidding Requirements within ten (10) calendar days after the date of OWNER'S Notice of Award.
- 3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum No: \_\_\_\_\_ Dated:

Addendum No: \_\_\_\_\_ Dated:

Bidder's Name

:

- (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Scope of Work, Site, locality and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- (c) BIDDER has studied carefully, if any, all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigation, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing conditions at or contiguous to the site and assumes responsibility for the accurate inspection of said conditions. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Facility's existing conditions are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given OWNER written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induces or solicited any other Bidder to submit a false or sham Bid: BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding, and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over OWNER.
- (i) Bidder agrees that the work will be <u>totally complete within forty five (45)</u> <u>calendar days</u> after the date stipulated in the Notice to Proceed.

- (j) <u>The Bidder has attached to this Bid Proposal the Bidders proposed Schedule of</u> <u>Values allocating the bid amount to the various portion of the Work</u>. This schedule, subject to approval by the Owner, shall be used as a basis for reviewing the Contractor's application for payment.
- (k) The Bidder further proposes and agrees to commence work under his Contract within ten (10) calendar days following receipt of official Notice to Proceed on the date stipulated in such Notice.
- (I) The Bidder further proposes and agrees that, in case of failure on his part to execute the said Contract and provide required Insurance and Payment and Performance Bonds, if required, within ten (10) consecutive calendar days after written notice being given of the award of the Contract, the cashier's check or Bid Bond accompanying this Bid, and the monies payable thereon, shall be paid into the funds of the Board of County Commissioners of Okeechobee County, Florida, as liquidated damages for such failure; otherwise the Bid security accompanying this Bid shall be returned/refunded to the undersigned.
- (m) Attached hereto is a cashier's check or Bid Bond in the amount of Dollars, which is five percent (5%) of the Base Bid, made payable to the Board of County Commissioners of Okeechobee County, Florida; the List of Subcontractors/Material Suppliers; and Contractor's Qualification Statement as required by the Instructions to Bidders.
- (n) Unless specifically prohibited by law or regulation, said bid includes an assignability clause that allows for the assignment of all or part of the specified deliverable items.

Bidder's Name

# "TO ALL BIDDERS" CERTIFICATION & ELECTION REGARDING LOCAL VENDOR PREFERENCE

# TO BE EXECUTED BY ALL BIDDER'S AND SUBMITTED WITH YOUR BID "The Bidder is requested to select the appropriate boxes and execute the document in full as required".

#### I. Please select as appropriate:

- □ The undersigned hereby certifies that undersigned **<u>qualifies</u>** as a "Local Vendor" according to the Okeechobee County Procurement Policy,
- □ The undersigned <u>does not qualify</u> as a "Local Vendor" according to the Okeechobee County Procurement Policy
- □ The undersigned chooses <u>not to match</u> the lowest qualified non<sup>-</sup>loca 1 bid even if undersigned is qualified as a "Local Vendor" according to the Okeechobee County Procurement Policy.

# II. Please Complete, if a Local Vendor wishing to participate:

#### Applied to purchases less than \$100,000:

□ Bidder agrees that in the event undersigned's bid is within 2% of the lowest non-local qualified bid, the undersigned's proposal/bid shall be awarded to the local vendor as referenced in the current Procurement Policy.

#### Applied to purchases between \$100,000.01 and \$1,000,000.00:

□ Bidder agrees that In the event undersigned's bid is within 2% of the lowest non<sup>-</sup>local qualified bid, the undersigned will <u>match</u> said bid.

Failure to execute and submit this document with your bid shall be considered a waiver of the right to participate in the Local Vendor Preference process. Availability of the Local Vendor Preference process is at the sole discretion of the Owner.

Bidder's Signature:	
Bidders Name:	-
Company Name:	_
Company Address:	
Date:	
Bid Form	

# **BID SCHEDULE**

#### OKEECHOBEE COUNTY NEC UNIVERGE SV9100E TELEPHONE SYSTEM PLANNING & DEVELOPMENT BID NO. 2018-12

# TO: BOARD OF COUNTY COMMISSIONERS OKEECHOBEE COUNTY (Please fill in all blanks and return with your proposal.)

The undersigned, hereafter called the bidder, hereby declares that he has carefully examined the site of the proposed work, also the plans and specifications noted thereon, and does hereby agree to furnish all labor, materials, tools equipment and incidentals and to sustain all the expenses incurred in doing the work in strict accordance with the said plans which are referred to and made a part thereof at the following prices to-wit.

Bidder proposes and agrees, if the Bid is accepted, to contract with the Board of County Commissioners of Okeechobee County, Florida, in the form of Contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work in full and complete in accordance with the shown, noted, described and intended requirements of the Contract Documents to the full and entire satisfaction of the Board of County Commissioners of Okeechobee County, Florida, with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following lump sum amount which is designated as the Lump Sum Bid:

#### Scope of Work:

The BIDS shall be based on the following:

Scope of work includes, but is not limited to, furnishing all materials, equipment, labor and warranties necessary for the installation and operation of the NEC Univerge SV9100E Telephone System as indicated on the equipment list (schedule of values) provided. See bid documents for complete requirements. Coordination with all other work being performed as further specified herein.

The Proposer agrees to perform these services for a Lump Sum Price as indicated herein.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, Bidder is responsible to field verify the measurements for bidding and installation.

Contingency for Permit Fee	\$250.00
Total Amount form Schedule of Values	\$
TOTAL BASE BID	\$

#### Written Amount:

Communications concerning this Bid shall be addressed to:

Okeechobee County Capital Projects, Donnie Oden, FMDS, Director 1700 NW 9<sup>th</sup> Ave, Ste. C, Okeechobee, FL 34972 Email: sselvey@co.okeechobee.fl.us

The terms used in this Bid which are defined in the County Contract and Supplementary General Conditions of the Construction Documents and included as part of the Contract Documents including all construction plans have the meanings assigned to them in the General Conditions.

SUBMITTED on \_\_\_\_\_, 2018.

If BIDDER is:
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An Individual

By:

(Ir	ndividual's Name)	(SEAL)
Doing business as:		
Business Address:		
Phone No:		
A Partnership:		
By:		
(F	ïrm's Name)	(SEAL)
- (0	General Partner)	
Business Address:		
Phone No:		

Bidder's Name

# A Corporation:

By: (Name of Person Authorized to Sign) (Corporate Seal) (Corporate Seal) Attest: (Secretary) Business Address: Phone No:
(Name of Person Authorized to Sign) (Corporate Seal) Attest: (Secretary) Business Address: Phone No:
(Corporate Seal) Attest: (Secretary) Business Address: Phone No:
(Corporate Seal) Attest: (Secretary) Business Address: Phone No:
Attest: (Secretary) Business Address: Phone No:
(Secretary) Business Address: Phone No:
Business Address: Phone No:
Phone No:
Phone No: A Joint Venture:
A Joint Venture:
By:
(Name)
(Address)
By:
(Name)
(Address)

# CERTIFICATE AS TO CORPORATE PRINCIPAL

\_\_\_\_\_, certify that I am the Secretary of the Corporation Ι, named as Principal in the within bond; that Principal who signed the said bond behalf of the was then on of said corporation; that I know their signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and on behalf of said corporation by authority of this governing body.

		(Corporate)
		(Seal)
Title:	_Secretary of Corporation	

Bidder's Name

#### OKEECHOBEE COUNTY NEC UNIVERGE SV9100E TELEPHONE SYSTEM PLANNING & DEVELOPMENT BID NO. 2018-12

### **BID SCHEDULE**

TOTAL BID \$\_\_\_\_\_

# (Written Total Dollar Amount)

(NOTE: Any discrepancy between the written and numerical, the written prevails.)

COMPLETIO	N TIME:	(45)	CALENDAR DAYS	
Bidder:				
Address:				
By:				
Title:				
Signature:				
Attest:				
(CORPORAT	E SEAL)			

#### Item Unit Unit Description QTY Price Extension No. Meas **NEC UNIVERGE SV9100E SYSTEM** 1 SV9100E System Package w/ 2U Exp Chassis 1 ΕA 2 Digital Station Ports 40 LS 3 PRI Interface 1 EΑ 4 Central Office (CO) Trunk ports 8 LS 5 Analog Station Ports 8 LS 6 8 hour Gel-celled Battery Back-up 1 ΕA 7 Lightning/Surge Protection 1 EΑ 8 Misc. Installation Equipment - Wall Mount Kit 1 EΑ 9 Misc. Installation Equipment - Cables & Supplies 1 LS **TERMINALS:** 10 12 Button Digital Display Handsets with DSS Attendant 2 EΑ and Power Supply for DSS 11 12 Button Digial Display Handsets with Full Duplex ΕA 34 Speakerphone **NEC UM8000 VOICE MESSAGING SYSTEM** 12 NEC UM8000 Voice Mail System 1 LS CALL ACCOUNTING WITH RECORDING 13 Nova EXBox Call Accounting 1 LS 5 14 Call Recording (Replay ST)\* EΑ Includes five (5) Licenses Allows recording of telephone conversations directly to your PC **MAINTENANCE & SOFTWARE ASSURANCE** 15 Maintenance - (5) Year Parts Warranty 1 LS 1 LS 16 Software Assurance - (5) year SWA Included 1 17 Labor - (1) Year Labor Warranty LS **18 INSTALLATION** 1 LS 19 Delivery, Installation, Programming and Training 1 LS

SHEDULE OF VALUES

**BASE BID AMOUNT:** 

# OKEECHOBEE COUNTY INSURANCE REQUIREMENTS GUIDE I

#### WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.

#### **COMMERCIAL GENERAL LIABILITY- OCCURRENCE FORM REQUIRED:**

(Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

#### **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE:**

(Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$300,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos.) The policy shall be endorsed to provide contractual liability coverage.

#### **EVIDENCE OF INSURANCE:**

The (Contractor/Vendor) shall furnish the (Entity) with Certificates of Insurance. The Certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. The (Entity) is to be specifically included as an additional insured on all policies except Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The Contractor shall provide such written notice within five business days of the date the Contractor is first aware of the cancellation or expiration or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.