

SANTA ROSA COUNTY SCHOOL BOARD

Dr. Karen Barber, Superintendent of Schools

Purchasing Department
6544 Firehouse Road
Milton, FL 32570-3411

Phone (850) 983-5130

Website: <http://sites.santarosa.k12.fl.us/purchasing/>

The Santa Rosa County School Board solicits a submission as listed in this request for proposal. All terms and conditions below are a part of this proposal request, and no proposals will be accepted unless all these terms and conditions have been met, unless superseded by the proposal specification. Rights are reserved to reject any and all proposals and to waive technicalities. Proposals not submitted in accordance with this proposal request will be rejected.

GENERAL TERMS AND CONDITIONS

1. The purchasing department will be the point of contact for this proposal, unless otherwise noted in the proposal specifications. The Purchasing Agent regarding this proposal is **Wes Pavlicek** and can be reached at: (850) 983-5130 or pavlicekw@santarosa.k12.fl.us. Under no circumstances are the superintendent of schools, board members, school administrators or any other school board employee to be contacted concerning this proposal until after award. Any such contact may result in proposal disqualification.
2. Price, quality, specifications, payment discounts, warranty, travel time for warranty service, ability to provide service and time of guaranteed delivery will be the determining factors in the awarding of this proposal.
3. Proposal price shall be the delivered and unloaded price to the designated point according to the purchase order. *** Collect shipments will be refused *** No deposits or requests for pre-payment will be allowed.
4. Proposals may be awarded or rejected in whole or item by item, with rights being maintained to make joint awards if in the best interest of the district. The Santa Rosa County School Board will retain all copyright and patent rights that may be created by the contract resulting from this proposal. These rights are to include, but are not to be limited to written works, computer software and mechanical devices that are created as a requirement of this proposal.
5. Enough detail is given in the proposal to describe the item being requested, although not written, full manufacturer's specifications are implied. Manufacturer's specifications take precedent over information within this proposal if any discrepancy exists.
6. Any manufacturer's name, trade name, brand name, information and/or catalog numbers listed in a specification are for information only to describe and establish general quality levels, not to limit competition. Such references are not intended to be restrictive. The bidder may offer any brand for which authorized to represent, which meets or exceeds the specifications for any and all items. If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number and indicate any deviations from the specifications. **IMPORTANT NOTE:** If offering an alternate, complete manufacturer's literature, giving full description of the alternate being offered, must be submitted. Failure to submit manufacturer's descriptive literature when offering an alternate can result in proposal rejection for failing to comply with proposal instructions. Any proposal lacking written indication of intent to quote an alternate brand will be considered and received as a proposal in complete compliance with the specifications as listed in the proposal. If upon receipt it is found not to meet specifications, payment will not be made and the item will be returned at the contractor's expense.
7. For Service and Term contracts, the board reserves the right to provide all services internally, and similar goods and services may be procured through a general contractor or other existing contract. The board also reserves the right to separately bid out large purchases of similar goods and services.
8. In the event more than one proposal is submitted for a line item, please indicate the alternate item by inserting "ALT" after the unit price.
9. To be considered all proposals must be submitted on the enclosed proposal form, properly signed by an authorized representative on the company placing the proposal, and delivery date stated.
10. In the event of an error in extending the total cost of an item, the total price submitted will prevail.
11. Proposals must be submitted electronically through BidNet Direct, located at <https://www.floridabidsystem.com> unless otherwise stated in **RFP 22-07-WP Building Automation Systems** specifications. Proposals by telephone or fax will not be accepted.
12. The proposal opening shall be done publicly and at the time noted in the proposal specifications.
13. Tie proposals will be awarded to the bidder with the earliest postmark or if hand delivered, the earliest actual time noted or stamped on the envelope. It is the bidder's responsibility to insure the actual date and time are noted on the envelope.

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14. A notice of intended decision will be posted in the office of the Purchasing Director one week prior to award. A notice of intended decision will be furnished only to bidders who supply a self-addressed, stamped envelope with their proposal or by downloading from the purchasing department internet web site at <http://sites.santarosa.k12.fl.us/purchasing>. Bidders and interested parties may examine the proposal tabulations and files during normal business hours (public record) after proposals have been awarded.
15. Rights are reserved to purchase additional quantities at proposal price.
16. Based on School Board Policy [7.70 X](#), Direct Purchasing, the School District may elect to purchase materials and equipment included in a contractor's proposal directly from the supplier.
17. Payment will not be made until an order is completed in full.
18. The successful bidder will allow duly authorized representatives of the board, the Auditor General of the State of Florida, the Comptroller General of the United States, or other authorized representatives access to any books, documents, papers, and records of the bidder which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.
19. When contract is federally funded, retention of all required records is to be for three years after grantees or sub grantees make final payments and all other pending matters are closed in accordance with [2 CFR 200.333](#).
20. Failure to file a protest within the time prescribed in Section [120.57\(3\)](#), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. All contact in this regard to be made exclusively with the Purchasing Department. In the event of litigation involving this contract, the venue shall be Santa Rosa County Florida. Arbitration will not be an acceptable means to resolve disputes.
21. Conflicts of interest as per [F.S. 287.057\(17\)](#):
 - a. The contractor must provide in writing any potential conflict of interest, real or apparent, to the School District. This could include, but is not limited to any School Board Member or employee holding an office in the contract company.
 - b. Any employee of the contractor that may have a conflict of interest in the proposal, real or apparent, must recuse themselves from the submission process.
 - c. Failure to disclose any potential conflict of interest could result in disqualification of the vendors proposal as a nonresponsive bid or termination of the contract for cause if the contract has already been awarded.
22. Notice of noncompliance per [2 CFR Appendix II to Part 200\(A\)](#) and [Florida Statute 287.058](#): should a contractor fail to fulfill obligations in part or whole of the contract award, the School Board will issue a Notice of Noncompliance to the contractor. The Notice of Noncompliance will detail the infraction(s), remedy(ies) and the date in which compliance must be met. Failure to correct the deficiencies after the issuance of the notice, the School Board will move to terminate the contract as outlined in paragraph 23 below.
23. Termination per [2 CFR Appendix II to Part 200\(B\)](#) and [Florida Statute 287.058](#):
 - a. The School Board may terminate an agreement, in part or in whole, for its convenience or the failure of the bidder to fulfill contractual obligations. The School Board shall terminate by delivering to the bidder a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the bidder shall:
 - i. Immediately discontinue all services affected (unless the notice directs otherwise).
 - ii. Deliver to the School Board all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.
 - b. If the termination is for the convenience of the School Board, the School Board shall only be liable for payment for services rendered before the effective date of the termination.
 - c. If the termination is due to the failure of the bidder to fulfill its obligations under the contract, The School Board may:
 - i. Require the bidder to deliver any work described in the Notice of Termination.
 - ii. Take over and prosecute the same to completion by contract of otherwise and the bidder shall be liable for any additional cost incurred by the School Board.
 - iii. Withhold any payments to the bidder for purpose of set-off or partial payment, as the case may be, of amounts owed by the School Board to the bidder.
 - d. In the event of termination for cause, the School Board shall be liable to the bidder for reasonable costs incurred by the bidder before the effective date of the termination. Any dispute shall be decided by the School Board's Director of Purchasing and Contract Administration.
24. (Service proposals only) Insurance required to be carried shall include:
 - a. Insurance
 - i. The Company shall furnish proof of the following insurance to the Board by Certificate of insurance.
 - ii. The Certificate of Insurance shall state that the School Board, including its agents and employees, are additional insureds under the policy or policies.
 - iii. The Company shall provide Certificates of Insurance to the District's Risk Manager at 6032 Hwy 90, Milton, FL, 32570 prior to the start of any work under this contract.

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- iv. The Companies insurers shall provide thirty (30) days advance written notice via certified mail in the event of cancellation of any insurance program required by this contract.
 - v. All insurance policies shall be issued by companies either of the following qualifications:
 - vi. The company must be (1) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A-" or better and a Financial Size Category of "VI" or better according to the latest edition of Best's Key Rating Guide, Published by A.M. Best company.
 - vii. With respect only to Workers' Compensation insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurer fund pursuant to Florida Statutes.
 - viii. Workers' Compensation Insurance. The Company shall maintain Workers' Compensation coverage as required by Florida Statute 440, covering all Company employees employed in connection with this contract and Employers Liability Insurance with minimum limits of \$1,000,000 per occurrence.
 - ix. Comprehensive General Liability Insurance. The Company shall procure and maintain for the life of the contract/agreement, Comprehensive Liability Insurance, Broad Form, including Products and Completed Operations Liability. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from performance of the contract. The coverage must be on an occurrence form basis with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence, combined single limit for bodily injury and property damage liability
 - x. Business Automobile Liability. The Company shall procure and maintain, for the life of the contract/agreement Business Automobile Liability Insurance with minimum limits of \$1,000,000 per claim, \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall be on an "Any Auto" or "Comprehensive Form" policy. The coverage shall be on an occurrence form policy. In the event the Company does not own any vehicles, hired and non-owned coverage shall be provided in the amounts listed above.
- b. Indemnification / Hold Harmless
- i. Contractor agrees to indemnify and hold harmless the School Board, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of Contractor's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Agreement; (b) Contractor's material breach of this Agreement or law; or (c) any failure by Contractor to pay its suppliers or any subcontractors. In addition, Contractor shall indemnify, protect and hold the School Board harmless against all claims and actions brought against the School Board by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by Contractor, except when School Board, or required Contractor to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Agreement. Contractor shall not indemnify the School Board for intentional or negligent conduct of the School Board or any other cause of action caused by or through the fault of the School Board.
 - ii. The School Board agrees to indemnify and hold harmless Contractor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School Board's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Agreement; or (b) the School Board's material breach of this Agreement or law. In addition, the School Board shall indemnify, protect and hold Contractor harmless against all claims and actions brought against the Contractor by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School Board or required by the School Board to be used by Contractor, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Agreement.
 - iii. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections i and ii above, the School Board and Contractor do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections i and ii above, the School Board and Contractor shall notify one another of any such claim promptly upon receipt of same. The School Board and Contractor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the School Board or Contractor

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choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Agreement.

Direct all insurance inquiries to Risk Management (850) 983-5007.

25. Person or persons submitting a proposal who contends that all or part of the proposal, (record), is exempt from inspection and copying, shall state the basis of the exemption, (on the proposal document, in writing), that he or she contends is applicable to the record. This is to include the statutory citation to an exemption created or afforded by statute.
26. Other governmental agencies or governmental agencies which qualify under State Board of Education 6A-1.012 and Board of Governors regulation 18.001 may purchase from this bid if approved by the winning contractor.
27. In accordance with Florida Statute 1011.14, funding is subject to availability of appropriated funds.
28. **The Jessica Lunsford Act:** The Santa Rosa County School District reserves the right to refuse to accept services from any personnel deemed by the Santa Rosa County School District to be unqualified, disorderly, or otherwise unable to perform assigned work. This law, effective September 1, 2005, affects your business if you, your employees or your agents will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds. A copy of House Bill 1877, which was approved by the Governor on May 2, 2005 (Chapter 2005-28, L.O.F., section 21) may be found by accessing the following link on the internet: http://laws.flrules.org/files/Ch_2005-028.pdf. The requirements of this new law must be met in order for the School Board to continue working with you. The implementation procedures for this new law, as well as the amendment of July 2007, are posted on our website, at: <http://srcsdhumanresources.weebly.com/jessica-lunsford.html>
29. As per [Florida Statute 119.071](#) (Public Records) sealed proposals, proposals or replies received by an agency in response to a competitive solicitation shall be exempt from public inspection or copying until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, or final replies, whichever is earlier.
30. (Service Contracts Only) Pursuant to [Florida Statute 119](#), the contractor must follow all public records law.

31. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5030, WestE@santarosa.k12.fl.us, OR 6032 HWY 90, MILTON, FLORIDA 32570.

32. A contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under [Florida Statute 119](#).
33. The School District has reviewed Florida State purchasing agreements and state term contracts.
34. (Online Software Services Only) The District takes the confidentiality and security of our student information very seriously. The contractor must adhere to the following:
 - a. Maintain confidentiality of all data.
 - b. Use provided data only for the specified purpose.
 - c. Take all steps reasonably necessary to protect confidential information and to prevent confidential information from falling in to the public domain or into the possession of unauthorized persons.
 - d. Destroy or return all data to the District upon termination of the contract.
 - e. Encrypt the Data by SSL or other cryptographic method anytime it is transmitted electronically.
 - f. Sign the District's Data Disbursement Confidentiality Disclosure Agreement, yearly, which can be reviewed at this link: <https://www.santarosa.k12.fl.us/docsabc/> or sign the Student Privacy Pledge at <https://studentprivacypledge.org/>, in lieu of signing the confidentiality agreement, and remain a valid signatory.
 - g. Provide no-cost support for one of the following methods of federated Single Sign-On through our SSO platform ClassLink (classlink.com), excluding any Clever integration, if student or teacher login is required:
 - a. LTI 1.0 or higher
 - b. OAuth 2.0
 - c. SAML
 - d. ADFS
 - h. Use [IMS Global OneRoster v1.1](#) REST API or accept OneRoster CSV files via SFTP using ClassLink Roster Server (<https://www.classlink.com/rosterserver/>), excluding any Clever handshakes, if student or teacher login is required and service requires rosters. OneRoster integration must use OneRoster enrollments data to create class structures and enroll students.
 - i. Automatically provision (create) accounts on first launch for services that do not require roster data.

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35. Contractors must comply with the Equal Employment Opportunity provisions of [41 CFR Part 60](#). Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
36. Contractors must comply with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected or reported violations will be reported to the Federal awarding agency.
37. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
38. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR §401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
39. Contractors with awarded contracts in the amount in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
40. Contractors with awarded contracts in the amount in excess of \$150,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
41. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) will not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
42. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

***** PROPOSAL SPECIFICATIONS *****

The Santa Rosa County School Board, Milton Florida, solicits your company to submit a proposal on **RFP 22-07-WP Building Automation Systems** as listed in this proposal request. All terms and conditions below are a part of this proposal request. No proposals will be accepted unless these terms and conditions have been met. Rights are reserved to reject any and all proposals and to waive technicalities. Proposals which are not submitted in accordance with this proposal request will be rejected.

Pre-proposal Conference: Detailed information will be discussed at a pre-proposal conference to be held **March 24, 2022 at 9:00 am**, at the Santa Rosa County School Board **6032 Hwy 90 Milton, FL, Room #704**. The first five (5) minutes of the conference will be for distribution of documents and for contractors to sign in. The conference will be recorded, with the resulting recording becoming a part of the documentation for this solicitation. Copies of the recording will be made available to interested parties by notifying the Purchasing Department.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDU2YjZiYzUtNzBiOC00ZjAyLWEwNjUtNzUzMDQzNjM1Y2Yv%40thread.v2/0?context=%7b%22Tid%22%3a%224451d2cd-d9cf-4901-bd90-8b5962cdaf7e%22%2c%22Oid%22%3a%22f63fe0c0-0db6-4d2d-9223-171e407686da%22%7d

For those that are not able to join this virtual meeting you may call in with the following phone number: **+1 850-400-4211** then enter the conference **296371616#** when prompted.

Term of Contract - The contract resulting from this proposal shall be for a five (5) year period, if funded, beginning on or about **June 7, 2022** and ending **June 6, 2027, and may be renewed for five (5) additional one (1) year periods**. Either party may cancel the contract, without reason, with written notification. Cancellation must be in writing and received one-hundred and twenty days (120) days prior to **June 6** of each contract year. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. This condition is not to preclude providing the lowest possible price based on current economic conditions. If economic conditions warrant a change in the conditions or terms of the contract, either party may exercise the cancellation privilege on the next anniversary date without prejudice. The resulting contract from this proposal may be canceled by the Santa Rosa County School Board, at any time, for the contractor’s failure to comply with proposal specifications. Funding for this proposal is subject to availability of appropriated funds. Invoices are to be broken down and detailed as per items listed on proposal form and will be audited for the length of this contract.

Evaluation of Proposals - A committee will review and rank proposals based on various factors, including but not limited to company history, qualifications, location, performance references, responsiveness and price. Presentations may be requested of the top ranked contractors. If necessary, the committee will enter negotiations with the company that receives the number one ranking.

Weighted Categories

Category	Weight	Considerations
Experience	2	Time in Business, Size of Accounts Serviced
Performance	3	Performance history, service response times
Employee Management	1	Recruitment, Retention, Training, Incentive Programs
Pricing/Warranty	3	Invoice Base Rate, Mark-up %, Penalties, warranty periods, equipment, services, % discounts, licensing/software fees

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Submission of Proposals – All proposals must be submitted electronically through BidNet Direct, located at <https://www.floridabidsystem.com> prior to **3:00 PM CST, April 08, 2022**. All documents requested shall be uploaded by the vendor to the BidNet Direct. Proposals submitted will be publicly reviewed in the Director of Purchasing and Contract Administrator’s office at **3:15PM CST, April 08, 2022**, to be acknowledged and referred to the Purchasing Manager for tabulation and to the Committee for evaluation. The notice of intended decision will be posted by **4:00PM CST, May 5, 2022**. The contract award will be at the School Board meeting of **May 12, 2022**, or a later date if additional study is required. Those submitting proposals and interested parties are invited and encouraged to attend both the opening and award. Only the names of the companies submitting a proposal will be announced verbally at the **RFP 22-07-WP Building Automation Systems** opening per Florida Statute 119.071.

Visit <https://sites.santarosa.k12.fl.us/purchasing/registration/intro.htm> to register with BidNet Direct in order to submit a bid for this solicitation.

Questions and Answers – Questions are to be submitted electronically through BidNet Direct no later than **March 30, 2022**. Questions will be reviewed and those determined to be relevant to the **RFP 22-07-WP Building Automation Systems** will be answered and posted by **March 31, 2022** to BidNet Direct.

SCOPE OF SERVICES

The Santa Rosa County School District is interested in providing new, state of the art Building Automation Systems (BAS) in each of the facilities located throughout the County. There are already existing systems located in some facilities that have been provided by different manufacturers under previous construction projects. The District desires to obtain the services of two (2) manufacturers under long term continuing contracts to consolidate the systems for current and future installations.

The intent of the project is to design and install over a phased period of time a District-wide Automation System that will allow the District to control the HVAC systems at different facilities, monitor alarms and trend various conditions with the goal of increasing comfort to the occupants, while taking advantage of energy savings opportunities managed from a central location.

The Automation System will communicate over the District’s existing TCP/IP Ethernet network and must be able to operate over various routers. Router specific systems will not be acceptable. It is the responsibility of the BAS Contractor to verify compatibility with the District LAN/WAN.

Except as otherwise noted, the control system shall consist of all Ethernet Network Controllers, Standalone Digital Control Units, workstations, software, sensors, transducers, relays, valves, dampers, damper operators, PE and EP switches, control panels and other accessory equipment, along with a complete system of electrical interlocking wiring to fill the intent of the specification and provide for a complete and operable system. Pneumatic and wireless controls will not be allowed in any new facility installation. All interlocking, wiring and installation of control devices associated with the equipment as listed below (including but not limited to) shall be provided under this Contract. When the BAS system is fully installed and operational, the BAS Contractor and representatives of the District will review and check out the system. At that time, the BAS Contractor shall demonstrate the operation of the system and prove that it complies with the intent of the drawings and specifications.

EQUIPMENT TO BE CONTROLLED/MONITORED

- Air handling units
- Return air fans
- Exhaust and supply fans
- Chilled water system including pumps, chillers, and cooling towers
- Boilers including hot water pumps
- Split System DX units
- Packaged Rooftop Hydronic units

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- Packaged Rooftop DX units
- Interlock to building fire alarm systems for required equipment shutdown
- Variable volume and constant volume box control
- Utility metering
- Power wiring to DDC devices, smoke control dampers and BAS panels

It is the intent of the District to have all specifications for the Services and Project Materials for each project prepared under the terms of this proposal to comply with all applicable statutes, regulations, and ordinances. All work performed as outlined in this RFP will comply with all codes, laws, governing bodies as well as appropriate industry standards. If the drawings and/or specifications prepared for each project provided with controls under the terms of this proposal are in conflict with the governing codes, the Contractor shall submit a cost proposal with the appropriate modifications to the project controls scope of work in order to meet code restrictions. If the project-specific specification and associated drawings exceed governing code requirements, the specification will govern. The Contractor shall obtain and pay for all necessary construction permits and licenses required for each project provided with controls under the terms of this proposal.

Services for each project provided with controls under the terms of this proposal will be requested through the issuance of a valid Purchase Order or, in the event of an emergency repair requirement, through a verbal request for Services, by the Assistant Superintendent for Administrative Services, the Supervisor of Building Maintenance or their designee. Each Order shall reference the individual project number and shall include the following minimum information:

- A) The Order number and the date of the Order;
- B) A description of the project, specifications and the Services involved;
- C) Compensation;
- D) Any special terms and conditions agreed upon by the parties with respect to the Order.

Within five (5) business days after receipt of an Order, the selected contractor shall accept the Order in writing and return a legible copy of the accepted Order to the District. The Order may be rejected by promptly submitting written notice of rejection stating in detail the reasons for rejection and the modifications necessary. The successful contractor shall make no changes, amendments, modifications, additions or deletions to an Order without the prior written consent of the District. Acceptance of an Order shall bind the successful contractor to honor dates, amounts and other ordering information shown on the Order, including supplemental provisions contained therein. The effective date of an Order shall be the date on which the District receives an accepted copy of the Order without modification or amendment. Each Order issued under the terms of this proposal shall be deemed to be a separate and independent agreement between the successful contractor and the District which incorporates by reference all of the terms and conditions of this Agreement.

Santa Rosa County School District desires the most thoroughly developed and acceptable services available. The following requirements outline the minimum requirements for the proposed service. They are provided to assist participants in understanding the objectives of the District for submission of a thorough response. Proposals received must reflect in detail their inclusion and the degree provided.

The Contractor will be expected to have the experience to perform the scope of work and operate common equipment that may be used in jobs covered by this bid inclusive of consulting and cost estimating. The Contractor must provide all labor, supervision, tools, and equipment to complete specified work.

Minimum Qualifications

- Must be a Building Automation Contractor in the business of installing Direct Digital Control Building Automation Systems for a minimum of five (5) years in the commercial building arena with multiple projects and/or contracts of comparable size and scope.
- Must have an office in the Northwest Florida area and provide responses to requests for modifications and other controls related issues in a maximum of 4 hours' notice.
- Must be authorized distributors or branch offices of the equipment manufacturers specified.
- Must have a trained staff of application engineers, who have been certified by the manufacturer in the configuration, programming and service of the automation system.

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- Must follow and obey all required local, state and federal laws.
- Must be capable of accepting payments for services and equipment provided via credit card and other Owner Direct Purchase methods.

System Description

Describe how your system meets the following criteria:

The BAS shall consist of PC-based workstations and microcomputer controllers of modular design providing distributed processing capability and allowing future expansion of both input/output points and processing/control functions, including installation on the District’s dedicated virtual server.

Code Compliance: Provide BAS components and ancillary equipment, which are UL listed and labeled. All equipment or piping used in conditioned air streams, spaces or return air plenums shall comply with NFPA 90A Flame/Smoke/Fuel contribution rating of 25/50/0 and all applicable building codes or requirements. All wiring shall conform to the National Electrical Code. All wiring shall be installed in metallic conduits per the NEC requirements for 120-volt circuits. All smoke dampers shall be rated in accordance with UL 555S. Comply with FCC rules, Part 15 regarding Class A radiation for computing devices and low power communication equipment operating in commercial environments. Comply with FCC, Part 68 rules for telephone modems and data sets.

Technical Requirements

System Architecture

Describe how your system will perform the following:

General

The Building Automation System (BAS) shall consist of various levels. The exact breakdown of the levels may vary by manufacturer. Operator Workstations and/or File Servers as well as modification/installation of software and controls on the District virtual server to support system configurations where more than one operator workstation is required will be provided. The BAS shall provide control, alarm detection, scheduling, reporting and information management for each facility, and the entire Wide Area Network (WAN) if applicable, from a single ODBC-compliant database. Include how the BAS will communicate to other devices and systems that might be currently or in the future on the market

BAS

The BAS shall be capable of being segmented, through software, into multiple local area networks (LANs) distributed over a wide area network (WAN), sharing a single file server located on the District virtual server. This enables workstations to manage a single LAN (or building) and/or the entire system with all devices being assured of being updated by and sharing the most current database. In the case of a single workstation system, the workstation shall contain the entire database with no need for a separate file server.

Standard Network Support

All NCUs, Workstation(s) and File Server shall be capable of residing directly on the District’s Ethernet TCP/IP LAN/WAN with no required gateways. Furthermore, the NCU’s, Workstation(s) and File Server shall be capable of using standard, commercially available, off-the-shelf Ethernet infrastructure components such as routers, switches and hubs. With this design the District may utilize the investment of an existing or new enterprise network or structured cabling system. This also allows the option of the maintenance of the LAN/WAN to be performed by the District’s Information Systems Department as all devices utilize standard TCP/IP components.

Remote Communications

In addition to the above LAN/WAN architecture support, the same workstation software (front end) must be capable

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of sending messages to various digital devices such as pagers and cell phones.

System Expansion

The BAS system shall be scalable and expandable at all levels of the system using the same software interface.

The BAS shall be expandable to communicate and gather information from Fire Alarm, Security and Access Control functions as well as Lighting Control functions at any time in the future with no additional workstations. In this way, the District's investment in wiring infrastructure may be leveraged and the cost and inconvenience of adding new field bus wiring will be minimized.

The BAS system shall be capable of integrating existing BAS systems at individual facilities as may be necessary for single point of access to all BAS systems District-wide regardless of manufacturer.

Programming Languages

The system shall use the same application programming language for all levels: Operator Workstation, Network Control Unit, Remote Site Control Unit and Standalone Digital Control Unit and digital data communication interfaces to third party microprocessor-based devices.

Open Systems Protocols

The BAS design must be able to communicate and interface with other open systems' protocols, such as BACnet, LonTalk™, or Modbus.

The system shall also provide the ability to program custom ASCII communication drivers for communication to third party systems and devices. These drivers will provide real time monitoring and control of the third party.

Web Based

The system must be web based and accessible from any place.

Software Installation

Describe how your system will perform the following:

General

The Contractor shall provide all labor necessary to install, initialize, start-up and debug all system software as described in this section. This includes any operating system software or other third-party software necessary for successful operation of the system. The District will receive backup copies of all loaded software.

Database Configuration

The Contractor will provide all labor to configure those portions of the database that are required by the points list and sequence of operation.

Color Graphic Displays

Unless otherwise directed by the District, the Contractor will provide color graphic displays as depicted in the mechanical drawings for each system and floor plan. For each system or floor plan, the display shall contain the associated points identified in the point list and allow for set point changes as required by the District. All such graphics will be standardized from building to building and accepted by the District.

System Network Layout and Expandability

Provide a Network layout of all Servers, Network Controllers, Application controllers, Application Specific Controllers, BACnet devices, Third Party Proprietary devices, and other systems that can reside on the network.

Explain tiers of communication.

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Show what specific media protocols you will use at each of the tiers or levels on this project. For example, (Building to Building CAT-5/Ethernet), (InterBuilding Coax/Arcnet), (Field Buss Twisted pair/MS/TP).

What means are available for access to the system, i.e., Internet, front end, and field interface via pocket PC or laptop?

What third party software is required for implementation? Supply the associated costs in the Pricing Proposal.

Programming Methods and Languages

Are the terminal unit controllers configurable?

If so, how do non-standard control loops or other complicated/custom processes become resolved within these controllers?

To what level can the end user make modifications to the system without Contractor support?

List programming languages / software modules required for the product types listed below:

- Language for Building or Network Controllers (BC). Are these TCP/IP Ethernet Devices?
- Language for Advanced Application Controllers (AAC). Are these TCP/IP Ethernet Devices?
- Language for Application Specific Controllers (ASC). Are these TCP/IP Ethernet Devices?

Is a separate engineering software package required for the programming of any of the systems or controllers? If so, list what these are and list the associated costs in the Pricing Proposal.

Do any of these have annual licensing fees? If so, list the associated costs per year in the Pricing Proposal.

Can the system be set up for Web Access? If so, explain the functionality.

Is a server required for Web Access?

Commissioning Philosophy

Describe what the local installer's philosophy and practices are regarding startup and commissioning and how it affects the price of the job.

Value added services provided in design and operation stages

If you are the selected supplier what value added services might be expected in the design, construction and operation stages of a project.

System Maintenance

Describe your system maintenance program. Pricing scheme for maintenance shall be included in the Pricing Proposal.

Warranties

Discuss the warranty structure for your products and installation.

Training

Discuss how you would provide both on-site and classroom training to the District representative and maintenance personnel.

Describe what training will be provided at a cost to the District. Pricing scheme for training shall be included in the Pricing Proposal.

Metering

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In detail describe your systems capabilities to provide interface to utility metering.

Microsoft based software

Is your system a Microsoft based system using a Microsoft SQL database?

Obsolescence

Discuss the manufactures philosophy and warranties regarding backward compatibility of future generations of equipment.

Discuss the stage of the evolution of product development that the proposed equipment is in.

WORK AREA: The contractor shall be responsible for cleaning up all work areas; free of debris, supplies and materials. Contractor shall be responsible for the moving of all furnishings as necessary for access to any work area. Furniture is to be covered for protection during the painting process. The work shall be carried on in such a manner that there will be no interruption to or interference of classes. Work shall continue uninterrupted from the start date until the project is completed, except when instructed otherwise. The dumpsters located at the schools or departments shall not be used for removal of debris.

QUALITY OF WORKMANSHIP: All work shall be top commercial quality performed according to the standards of the industry, completed to the satisfaction of the Supervisor of Building Maintenance and in compliance with the Florida Building Code.

PERSONNEL QUALIFICATIONS: Personnel used for the performance of this work shall be properly trained and qualified for work of this type. The Santa Rosa County School District reserves the right to refuse to accept services from any personnel deemed by the Santa Rosa County School District to be unqualified, disorderly, or otherwise unable to perform assigned work. Personnel shall not engage in any argumentative, idle, or unnecessary conversation with School Board employees, students, or visitors. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance and integrity and shall be responsible for taking such disciplinary action with respect to his employees as may be necessary. Contractor shall abide by School Board policy 2.45, Drug-Free Workplace Act of 1988, Tobacco-Free School District and School Board dress code.

LICENSES: The Contractor will adhere to and meet all Federal, State and Local regulations, and shall be licensed to do business in the County and Cities of Santa Rosa County as an active Contractor.

TOOLS, MATERIALS, AND EQUIPMENT: The Contractor shall be required to provide its personnel with all the tools, power tools, trucks, and equipment necessary for the performance of their work. The Board reserves the right to supply all material and devices or to purchase from the contractor upon the presentation of unit costs prior to construction.

PARKING POLICY: Contractor vehicles are not allowed to park on sidewalks. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the sidewalk.

WORK HOURS: Work shall normally be performed within the hours of 7:00 am and 3:30 pm, Monday through Friday, unless otherwise adjusted and agreed upon by the Supervisor of Building Maintenance and the Contractor. Time begins upon arrival at site. Most work will be scheduled; however, contractor must be available for small emergency jobs and must return contact within 72 hours. Time begins on School District work site; no travel or mileage will be paid by the District. Contractor shall report in at the school office upon arrival and check out upon departure.

WARRANTY: All work will be warranted for at least a minimum of one year.

UTILITIES: The Contractor shall supply all connections to utilities, such as hoses, cords, etc.

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SAFETY: The Contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance or operation. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations.

JOB TIMELINE AND COMPLETION: Once a job/project is requested by the District, a quote must be issued by the contractor and sent to the requestor. The quote must state scope of work to be performed, location and current date, itemized pricing per bid, date to begin work and date to be completed. Once the quote is reviewed and approved by the District a purchase order or work order will be issued. Final authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the service differ in any respect from the specifications, payment will be withheld until such time as the contractor takes necessary corrective action. The contractor shall complete the job/project within sixty (60) days of receiving the purchase order or work order unless otherwise approved by the District's Supervisor of Maintenance or Facilities Director. Failure to deliver product or service within the required timeline and at the contracted price during regular operations may result in the termination of contract and subsequent award to the next contractor.

AVAILABILITY: The Contractor must return contact within 72 hours of the District's initial contact for any jobs, including emergency situations.

COST ADJUSTMENTS: Prices shall be firm for the first year of the contract period. If price increase is warranted after the first year of the contract period, a sixty (60) day written advance notice is required for any price adjustment. Price increases may be allowed for certain items provided a published price increase by an industry wholesaler or from the manufacturers can be provided to the Purchasing Department. Costs may be subject to an adjustment only if the increases or decreases occur in the industry. Price increase shall not take effect until the Purchasing Department issues a formal acceptance letter to the Vendor. The School District may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the School District does not wish to accept the adjusted costs, the resulting contract from this bid will subject the agreement for review for possible termination, rebidding and/or re-negotiation.

INVOICING AND PAYMENT: At the completion of each specified project/work order, payment for services received will be accomplished by submission of an invoice with Purchase Order number or work order number referenced. Invoices shall be submitted to the Maintenance Department. Each invoice shall give a detailed breakdown of the services provided as per bid pricing. Documentation of time worked must be submitted with invoices. Documentation of time worked must include project/work order number, location of work done, employee's name, date and time worked per day. Payment will be made by the District within forty-five (45) days after receipt of the invoice and time worked documentation. Transactions as a result of this contract will be audited for the length of the contract.

MULTIPLE VENDOR AWARDS: The Santa Rosa County School District reserves the right to award to one or more vendors. The Board reserves the right to bid or solicit quotes on any job when it determines it is in its best interest. By design, this bid is broad in scope and may over-lap with other established bids the Board has; it will be at the Board's discretion which contract is in the best interest of the School District.

REFERENCES: The contractor is required to submit a list of three (3) references with their bid. These references must be from firms, organization and/or governmental agencies/entities for which services were performed satisfactorily in the previous five (5) years. Include the dates of services were provided, client name, address and the name and phone number of the contact.

DOCUMENTS REQUIRED: The following is a list of required documents to be submitted with your proposal. Your proposal and documents must be submitted using the BidNet Direct portal.

Section 1: Proposal Form

Section 2: Drug Free Workplace Form

Section 3: Public Entity Crimes Form

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Section 4: Certification Regarding Lobbying Form

Section 5: Conflict of Interest Certification Form

Section 6: Business Proposal including:

Company history

Provide examples of how the manufacturer's headquarters' personnel support the local installers

References from at least three (3) clients

Pricing information in a tabulated format

Licenses