

BOARD MEMBERS

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SUPERINTENDENT OF SCHOOLS

Shane L. Andrew, Superintendent

Mission Statement: We are committed to the success of every student!

Date: June 22, 2023

To: All Qualified Prospective Offerors

From: J. Garcia, Purchasing Manager

Re: Addendum 1 to RFP #23-50 – Littlewood Commissioning Services

This addendum is provided to all prospective Offerors. It shall become part of the pending contract to provide temporary staffing services to the District. Offerors shall include one signed copy of this addendum under Tab 2 of their proposal.

Addendum #1

1. Due date has been changed:

WAS

3:00 pm local time, Tuesday, June 27th, 2023

IS

3:00 pm local time, **Friday, July 7th**, 2023

2. Please find revised Attachment C appended to this addendum. The revised Attachment C replaces the Attachment C found in the originally posted solicitation.
3. The following is provided in response to questions posed by prospective Offerors:
1. Q: Page 19, Scope of Services, Item 2.G: Please confirm that 'incident reports for personal injury' are to be reviewed as part of the commissioning scope?
A: Yes. Confirmed.
 2. Q: Page 19, Scope of Services, Item 2.DD: Please confirm that LEED NC v3 is the rating system to be used for the project?
A: No. Please see the revised scope attached.
 3. Q: Page 19, Scope of Services, Item 2.V: Please confirm that the following systems are part of the commissioning scope as they are outside of the scope required by LEED:
 - Review Sprinkler system shop drawings and Fire Marshal approval
 - Domestic water system
 - Review Fire alarm system shop drawings and Fire Marshal approval?A: No. Please see the revised scope attached.

4. Q: Would the School Board please provide a sample copy of the contract?

A: The contract shall consist of the original solicitation, the highest ranked offeror's proposal, and the award letter issued after Board acceptance of the recommendation to award. Should awarded vendor desire a contract with timelines and deliverables, the District shall work with awarded vendor to create a mutually agreeable MOU based upon the accepted proposal, with no terms that will contradict the original solicitation, nor any addendums issued and incorporated thereto.

5. Q: As currently worded, we believe that the indemnity provision section 51 on page 11 and 25 of the proposal is not in compliance with FL Statute 725.08 and is unenforceable. Would the School Board please consider rewording same to conform with the statute? Suggested language per FL Statutes 725.08: "The design professional shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract."?

A: No. Clause I acceptable based on the following: Clause 11: "INDEMNIFICATION/HOLD HARMLESS AGREEMENT: Offeror shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless...". As the statement includes the term "fullest extent permitted by law", any statement that contravenes governing legislation is already prohibited. As 725.08 (2) disallows the inclusion of certain contract provisions regarding indemnification in professional services agreements between design professionals (as defined in 725.08 (4)) and public agencies, based on the above reference, those terms would not be enforceable on their face.

6. Q: As currently worded in section 13 under the Special Conditions of the proposal, the School Board is asking vendor to assume the highest professional standards in performing its work. While vendor is committed to serving its clients, we are only required to do so in accordance with the professional standard of care, which is the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. The relationship currently described in the proposal exceeds the Standard of Care to be provided by Design Professionals. Would the School Board please modify this language to comply with the foregoing language?

A: No.

7. Q: Is the project seeking LEED certification?

A: No. Please see the revised scope attached.

8. Q: If the project is seeking LEED, the current version requires a review of the building enclosure by a third party, but this scope of work was not broken out in the RFP scope of fundamental commissioning services. Should this scope of work be included?

A: No. Please see the revised scope attached.

9. Q: Will drawings and specifications be made available and/or a scope of work provided prior to issuing the fee proposal? If scope of work description is being provided, will it include building square footage, construction budget, equipment that will require functional performance testing, etc.?

A: No. The Architect is in the very early stages of Design and the selected vendor for Cx will be privy to all information real time as it becomes available from our Design Team.

10. Q: Is there a requirement for Small/Minority Business Enterprise participation?

A: The solicitation encourages the participation of S/V/WO/MBE's. There is no requirement for this contract.

11. Q: Is there an approximate project schedule that will be shared?

A: Not at this time.

Addendum 1 to RFP #23-50 – Littlewood Commissioning Services

Addendum 1 is hereby Acknowledged and Accepted:

Authorized Signature: _____

Title: _____

Company: _____

Date: _____

Cc: RFP File

ATTACHMENT C
SCOPE OF SERVICES AND SPECIAL CONDITIONS

GENERAL

1. Intent

The School Board of Alachua County (hereinafter “SBAC” or “District”) is soliciting Proposals from qualified firms (hereinafter “Offerors” or “firm”) to provide turnkey commissioning services to the District, as part of the District’s renovations and upgrades at Littlewood Elementary, and establishing a fixed fee contract for professional services for fundamental commissioning and enhanced commissioning. The contract, once established, may be utilized for future projects of similar scope.

2. Demographics

SBAC serves a population of 26,000 students located in forty-one (41) schools and centers. The District also maintains seven (07) other ancillary facility sites and approximately two hundred ninety-two (292) portable buildings.

SCOPE OF SERVICES

1. **General:** The successful Offeror shall perform all services in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including EPA, Florida Department of Environmental Protection, Florida Department of Education, Florida Department of Health, and OSHA rules and regulations.

The services to be provided shall include but not be limited to the following:

- Evaluations, investigations, analysis, recommendations, testing, reports, studies, preparation of documents (including drawings in latest AutoCAD version and specifications), field inspections and investigation;
- Professional involvement throughout all phases of the project including but not limited to preparation of reports; periodic progress reports/meetings; processing of invoices for service; timely processing of project correspondence, consultants’ requests for payment, and material and equipment submittals;
- Other types of professional and non-professional services of a nature consistent with the intent of this RFP as so directed by the District.

2. Scope of Basic (Fundamental) Commissioning Services:

Fundamental Building *HVAC* Systems Commissioning shall consist of but not limited to the following:

- A. Assist in preparation and review of District’s project requirements (OPR) and, basis of design documents (BoD) for the Mechanical, ~~Electrical, and Plumbing~~ systems. Review contract design and construction documents as needed to be familiar with the commissioned systems design intent, installation, and operations. Review of contract documents at the fifty percent (~~50~~ 60%), submission is required for the enhanced commissioning. Perform back check review on the one hundred percent (100%) (bid documents). Provide written documents of all observations. Update as necessary the narrative to be prepared by the design team and reviewed by the commissioning agent.
- B. Review of construction documents to ensure compliance with the commissioning requirements and basis of design.
- C. Develop commissioning specifications sections and requirements for inclusion in the contract documents, assigning the commissioning responsibilities of the various participants during construction through the completion and acceptance of the project by the District.
- D. Coordinate the commissioning work with the General Contractor (GC) and construction manager and verify that commissioning activities are being scheduled into the master project schedule.
- E. Develop pre-functional commissioning checklists and performance verification forms. Samples of the check lists and forms shall be included in the project specifications for bidding purposes; final check lists and performance verification forms shall be prepared after all shop drawings have been approved.
- F. Prepare written commissioning plan establishing commissioning agent (Cx) authority and identifying responsibilities of each trade affected by the commissioning process, outlining all systems to be

commissioned and associated tests to be performed. The plan shall address commissioning activities during each construction phase outlining all systems to be commissioned and associated tests to be performed, subsequent deferred or seasonal testing, and warranty period follow up. Plan shall be presented at pre-commissioning meeting that will be scheduled and chaired by the commissioning agent.

- G. ~~Review written incident reports for events that result in personnel injury or major equipment damage.~~
- H. Plan and conduct a commissioning scoping meeting where the commissioning process is reviewed with the District, GC, Mechanical, ~~Plumbing and Electrical~~ contractors. Attend selected meetings to obtain information on the construction process.
- I. Attend a pre-construction meeting to answer commissioning related questions.
- J. Review approved shop drawings for commissioned equipment/systems. Cx agent review does not supersede the review and approval of the design engineer, but are primarily used to aid the Cx agent to be aware of what has been approved for installation on the project and to assist in preparation for commissioning.
- K. Review construction correspondence (RFIs, responses, change orders, project schedule) pertinent to commissioned equipment/systems to be aware any changes or clarifications made during construction process.
- L. Review equipment submittals and O&M manuals.
- M. Review equipment start-up plans and start-up documentations to verify that the check lists and startups are completed according to the approved plans.
- N. Write and distribute pre-functional tests and check lists to be reviewed by all parties and performed by the Contractor during the start-up process.
- O. Perform unscheduled walks through the building to observe and keep abreast of commissioned systems installation progress and attend selected progress meetings.
- P. Observe representative piping system pressure tests, flushing, cleaning, and chemical treatment.
- Q. Cx agent is to review specified control sequences and interlocks and work with the contractors and design engineers until sufficient clarity has been obtained in writing to be able to write detailed testing procedures.
- R. Observe representative duct pressure testing and sampling of duct systems, plenums, coils, and filters for cleanliness, damage, or leakage.
- S. Be present to observe representative start-up of equipment that is to be supervised and certified by the equipment manufacturer's authorized agent such as roof top equipment, chillers, boilers, VFDs. Witness and document the functional performance test procedures as executed by contractors.
- T. Review the submittals for testing, adjusting, and balancing (TAB) agency for personnel qualifications, instrumentations calibrations, and the TAB strategies and procedures plan. Periodically observe and verify actual on-site testing, adjusting, and balancing of the air and water systems. Review the certified report submitted by the TAB agency. Provide recommendations as required.
- U. Observe installation and operation of the HVAC controls and Direct Digital Control Systems. In addition to diagnostics achieved via review of automation systems trends, Cx will physically verify calibration of a representative sampling of temperature, humidity, air and water pressure sensing devices and verify operations of automation system's building and energy management routines.
- V. Observe the operation, performance, controlling sequences and safety systems for the following. The systems listed below are listed as an example and do not represent all or partial systems that may be designed and specified for future District facilities:
 - 1. All HVAC systems and controls.
 - 2. Building Automation systems
 - 3. A representative sampling of HVAC ~~and plumbing~~ equipment in all areas of the building; a representative sampling shall be minimum of 25% the total quantity installed.
 - 4. Geothermal or VRF systems as applicable

5. Central plant equipment such as but not limited to (boilers, chillers, heat pumps, pumping systems, ground source loop, etc.) as applicable.
6. Verification of outside air to each building within the scope of design.
- ~~7. Review Sprinkler system shop drawings and Fire Marshal approval~~
- ~~8. Domestic water system~~
- ~~9. Review Fire alarm system shop drawings and Fire Marshal approval~~
- ~~10. Energy related plumbing systems including domestic hot water generation~~
- ~~11. Interior buildings lighting control system including occupancy sensors~~
- ~~12. Site lighting and control systems.~~
- ~~13. Solar hot water heating as applicable~~
14. Boxes serving conference rooms with associated CO2 control as applicable.

- W. Review contractor prepared Operating and Maintenance Manuals, as-built drawings, and all certifications required for submission by project specifications. Recommendation for approval when appropriate shall be forwarded to the project architect/engineer for inclusion in their final submission of project close out documentation to the District.
- X. Review training procedures and materials and attendance of training sessions regarding operations and maintenance of the commissioned systems.
- Y. Maintain a master deficiency and resolution log and a separate testing record and provide to construction manager written progress reports and test results with recommended action.
- Z. Incorporate one set of review comments and distribute final testing documents.
- AA. Furnish interim written reports of Cx observation including issues tracking log, and provide a final written report to recommend acceptance of the commissioned systems upon satisfactorily completing the commissioning process.
- BB. Compile and maintain a commissioning record, which shall include: Description of the District's project requirements, project specifications, verification of installation through construction check lists disposition, functional performance testing results and forms, O&M documentation review, value of commissioning process, and a list of outstanding issues.
- CC. Commissioning shall be performed while the building is in heating mode and when in cooling mode. Each seasonal commissioning will involve reviewing a complete set of automation system trends and on-site performance verification.
- DD. ~~Comply with all LEED fundamental commissioning requirements and perform all tasks and functions required for the project to achieve the LEED NC v3.0 Fundamental Commissioning Prerequisite including uploading all necessary documents to USGBC website of Sections 401.2 and 408 of the Florida Building Code.~~
- EE. Review equipment warranties and verify that the District's responsibilities are clearly defined.
- FF. Provide a final commissioning report. The report shall include an executive summary, list of participants and roles, brief building description of testing and verification methods. All outstanding non-compliance items shall be specifically listed. Recommendations for improvements to equipment or operations, future actions, commissioning process changes, etc shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc, where the deficiency is documented. Ensure client is provided proper and complete training of systems and components, and verify the training provided by the contractors to achieve the OPR.
- GG. ~~Attend a minimum of ten (10) progress commissioning meetings in addition to all required tasks and meetings of the commissioning process. Arrange meetings to coincide with site visits as much as possible.~~
- HH. Observe functional performance test and up to one (1) retest on all equipment until satisfactory performance is achieved.

3. Scope of Enhanced Commissioning Services:

- A. Before the end of warranty service, which requires a return to site at ten (10) months into the twelve (12) month warranty period to review with facility staff the current building operation and outstanding issues, identify building personnel concerns with operating the buildings as originally intended, make suggestions for improvements, identify areas that may come under warranty or under the original construction contract, and provide a re-commissioning management manual.
- B. Conduct commissioning design review during design development.
- C. Coordinate a controls integration meeting where the electrical and mechanical engineers discuss integration issues between equipment, systems, and disciplines.
- D. ~~Comply with all LEED EA Credit 3 (Enhanced Commissioning) requirements and perform all tasks and functions required for the project to achieve LEED enhanced commissioning credit.~~
- E. Review and approve normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with A/E reviews.
- F. Review request for information and change orders for impact on commissioning and District's objectives.
- G. Develop a single manual containing information required for re-commissioning.
- H. Verify that requirements for training operations personnel and tenant space occupant are completed.
- I. Review and approve the preparation of the O&M manuals for commissioned equipment.
- J. Coordinate training for operations and maintenance staff. The appropriate manufacturer's representatives, control contractors, general contractor and sub-contractors shall perform the actual training as required by the construction documents.

4. General Commissioning Process Understanding:

- A. Throughout the commissioning process, if acceptable performance cannot be achieved, it will be the Cx agent's responsibility to apprise the Architect and District of the deficiency. Corrective action shall be the responsibility of the design team and the general contractor constructing the project.
- B. The commissioning agent shall have no authority to alter design or installation procedures.
- C. Cx agent task is to provide substantial verification that systems and equipment are installed and performing in accordance with the contract documents and design intent.
- D. Perform commissioning services responsive to the construction schedule.
- E. Interim site visits to observe the work in progress and to perform pre-functional checks shall occur as work is performed and completed.
- F. Cx agent performance verifications are to be done when systems are completely installed, balanced, and under automatic control.

Review all air ~~and water~~ testing, *adjusting* and balancing reports and automation systems trends for equipment and systems performance verifications.

SPECIAL CONDITIONS

1. Inquiries and Clarification of RFP Document

Any inquiries, questions, and requests for clarification relating to this RFP are to be directed, in writing (preferably in email form), to:

School Board of Alachua County
Purchasing Department
Jeffrey Garcia/Purchasing Manager
620 East University Ave., Gainesville, FL 32601
Fax: (844) 269-9018
E-Mail: garciaj@gm.sbac.edu

2. Procurement/Services Implementation Schedule

Issue RFP	May 31, 2023
Deadline for Question Submission	June 14, 2023 (email to garciaj@gm.sbac.edu)
Proposals Due	On or before 3 pm, June 27, 2023
<i>Proposals Due</i>	<i>On or before 3 pm, July 07, 2023</i>
Contract Award	Approximately July 18, 2023

3. Addenda

In the event that it becomes necessary to revise the RFP, such clarification or revision shall be by written addendum and posted on the Purchasing Department website. SBAC shall not be responsible for any verbal communication between any employee of the District and prospective Offeror. All addenda to the RFP shall become part of the pending contract. It shall be the responsibility of Offeror to visit the Purchasing Department website for any issued addenda prior to submission of Proposal.

4. Contract Award

In order to meet the needs of the Planning & Construction Department, and in the best interest of the District, award shall be made on an all-or-none basis to the responsive and responsible Offeror, whose proposal is determined to be the most advantageous to the District, price and other factors herein considered. The Offeror achieving the highest ranking shall be recommended for contract award.

Although the price of the services is an important criterion, the District is not obligated to select the Proposal that demonstrates the lowest price. SBAC shall make contract award to a highly qualified and experienced firm with a strong record of success and competitive prices. To that end, SBAC reserves the right to make sole and final determination to reject or accept any proposal. The award of contract shall be at the sole discretion of the District.

The contract shall consist of the RFP and any addenda; the Offeror's Proposal, as may be amended; and the award letter.

5. Contract Term

The contract term is two (02) years. Thereafter, the contract may be renewed for two (02) additional two-year periods with the agreement of the parties. If recommending renewal of contract, the Purchasing Department shall send a renewal offer letter to successful Offeror at least ninety days (90) days prior to the end of the current contract period. Offeror shall be notified when recommendation has been acted upon by the School Board. The contracted service rates may be extended to future projects of similar scope taking place during the base term, or any renewal periods by mutual consent.

6. Contract Value

Regarding this procurement, the District lacks historical data. No volume of services is guaranteed, nor implied by SBAC under this contract.

7. Proposal Costs

The District is not liable for any cost or expense incurred by Offeror for the preparation, submission, presentation, or any other action connected therewith, of the Proposal, or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the Offeror or indirectly through the Offeror's agents.

8. General Supervision

Offeror shall be responsible for coordinating all portions of contract services and ensuring that services are being accomplished correctly in conformance to established contract. Offeror shall work jointly and cooperatively with designated District staff to resolve any performance issues. The failure of District to immediately reject any unsatisfactory work or to notify Offeror of such deficiencies shall not relieve Offeror of any responsibilities specified herein.

9. School Calendar

Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. It shall be the responsibility of successful Offeror to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District's website: www.sbac.edu.

10. Contract Management

All operative aspects of contract services shall be under the direction and authority of the Planning & Construction Department (or "Department"). All services shall be subject to periodic review by the District to ensure contract compliance.

11. Account Management

Offeror shall designate one (01) or more Account Representatives with comprehensive technical knowledge of the services to be provided under the contract. Account Representative shall be knowledgeable and familiar with the contract and shall be the liaison between the Offeror and the District on all matters pertaining thereof. Account Representative shall respond to all calls for assistance within one (1) hour of initial contract and have the ability to provide consultations upon request. The Consultant shall make every effort to keep the personnel assigned to a task order consistent. Should the awarded vendor desire to have their representative to the SBAC perform their duties "on site", office space will be made available to the assigned Account Representative. A District standard desktop phone and phone line will be provided with a phone line extension specific to the awarded vendor. Network access will not be provided by the District. Responsibility for the provision of internet connectivity and provision of computing devices shall be borne by the awarded proposer. Access to the District's network shall not be permitted.

12. Invoices/Payment

Invoices shall contain sufficient information to determine the extent of services provided. Invoices that are received by the District that are not properly and correctly prepared or are not accompanied by any required supporting documentation may cause delay of payment.

Invoices shall be submitted in a timely manner to: faccapitaloutlayinvoices@gm.sbac.edu.

The District prefers to make payment via its Visa P-Card.

Payment terms and invoice contents shall be established with the successful Offeror.

13. Service Complaints

Offeror is expected to maintain a high level of satisfactory service throughout the duration of the contract. All performance related complaints shall be reported by the HR Department to Account Representative. It shall be the responsibility of Offeror to promptly resolve reported complaints pursuant to the applicable terms of contract. To ensure the level of expected performance, the District reserves the right to withhold payment of any monies owed Offeror who is not performing satisfactorily or failed to provide specific services in the time permitted. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of this contract may be deemed as a default of contract.

14. Issue Resolution

Any dispute concerning the interpretation of specific RFP requirements including acceptable quality level shall be resolved by the Department in consultation with the Purchasing Department. A written copy of decision shall be provided to Offeror. It is agreed and understood that the decision of the District shall be final and conclusive.

15. Habitual Violator

Should the District determine that the number of complaints at any service site or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Offeror to discuss the specific issues. Within five (05) business days of meeting, Offeror shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department. In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Offeror's record of performance continues to show, in the opinion of the District, that Offeror is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Offeror has remedied any individual complaint, Offeror shall be deemed a "habitual violator". In such case, Offeror shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.

16. Contract Modification

SBAC reserves the right at any time to make changes in the scope of or specifications for the services. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by mutual agreement of the parties and the contract shall be modified in writing accordingly.