

REQUEST FOR BID (RFB)

Administered by:
CENTRAL MAINE COMMUNITY COLLEGE
1250 TURNER STREET
AUBURN, MAINE 04240

Building Automation Platform

Date: November 9, 2018

Bid Due On: November 26, 2018 at 1:00 P.M.

Inquiries: Dan Graham
Facilities Supervisor
1250 Turner Street
Auburn, Maine 04210
Phone (207) 755-5224
E-mail: DGraham@cmcc.edu

Bid Submission: Denise Sensenig, Accounts Payable/Purchasing
Central Maine Community College
1250 Turner Street
Auburn, Maine 04210
Phone (207) 755-5263
Fax (207) 755-5495
E-Mail: dsensenig@cmcc.edu

1.0 GENERAL INFORMATION

1.1 Purpose: Central Maine Community College is seeking bids for a new building automation platform as specified herein.

This Request for Bid (RFB) states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the College intends to govern the relationship between it and the selected vendor.

1.2 Definition of Parties: Central Maine Community College will hereinafter be referred to as the "College." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

1.3 Scope: The selected contractor will deliver the requirements as specified in this document beginning on page 6.

1.4 Evaluation: Award will be made to the low bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to quality, past performance, service, delivery, lead time, ability to meet specifications, functionality, and features.

1.5 Communication with the College: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. The College will not be bound by oral responses to inquiries or written responses other than addenda.

1.6 Award: The College reserves the right to conduct any tests it may deem advisable, and to make all evaluations. The College reserves the right to reject any or all bids, in whole or in part, and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the College. The College reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the College will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When the bids are both in-state or both out-of-state, the award will be made to the bid that arrives **first** in Central Maine Community College's Business Office.

1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to Central Maine Community College's Dean of Finance and General Services within five (5) business days of the date of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.8 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

1.9 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the College will be notified of any change in this status.

1.10 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.11 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to Central Maine Community College's Dean of Finance and General Services. Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the College. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the College in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall

be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Dean of Finance and General Service's Office in sealed envelopes, clearly marked as: **BUILDING AUTOMATION PLATFORM BID**

1.12 Bid Validity: N/A

1.13 Errors: Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

1.14 Bid Envelope: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid should be returned in an envelope or package, sealed and identified as follows:

From _____
 Name Due Date Time

1.15 Submission: A signed original **plus** one (1) copy of the bid must be received at the Business Office, Central Maine Community College, 1250 Turner Street, Auburn, Maine 04210, in a sealed envelope by **1:00 P.M. local time Monday, November 26 2018**. Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 1:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The College assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. Bids must be date and time stamped by the College on time to be considered. In the event that the College is closed due to inclement weather at the time that a bid is due, the bid will be opened at the same time on the next day that the College is open. Bidders may wish to call 207-755-5100 if the weather is bad, to learn if the College is closed. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all vendors when the College determines that circumstances require it. **FAXED BIDS OR E-MAIL BIDS WILL NOT BE ACCEPTED.**

1.16 Tax Exempt: The College is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote **and shall be reimbursed less these taxes**. Upon application, exemption certificates will be furnished when required. The College is exempt from the payment of Maine State Sales and Uses Taxes.

2.0 CONTRACT TERMS AND CONDITIONS:

2.1 Contract Documents: If a separate contract is not written, the contract entered into by the parties shall consist of the Request for Bids, the signed bid submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the College and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Validity: In the event one or more clauses of the contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the contract.

2.3 Contract Administration: Pam Remieres-Morin shall be the College's authorized representative in all matters pertaining to the administration of this contract, (207) 755-5224.

2.4 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine. The Contractor agrees that any litigation, action or proceeding arising out of this Contract shall be instituted in a state court located in the State of Maine.

- 2.5 Assignment: Neither party of the contract shall assign the contract without the prior written consent of the other, nor shall the contractor assign any money due or to become due without the prior written consent of the College.
- 2.6 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with College policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The College encourages the employment of individuals with disabilities.
- 2.7 Sexual Harassment: The College is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The College thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as College policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from Barbara Owen, President's Office, Central Maine Community College, 1250 Turner Street, Auburn, ME 04210, (207) 755-5233.
- 2.8 Smoking Policy: Central Maine Community College must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq, "Smoking Prohibited in Public Places." In compliance with this law, Central Maine Community College has prohibited smoking on campus. This rule must also apply to all contractors and workers that are on campus. The Contractor shall be responsible for the implementation and enforcement of this requirement.
- 2.9 Parking Regulations and Use of Walkways: Unregistered vehicles on the College campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by City of Auburn police. Towing will be at the Contractor's expense.
- 2.10 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the College, by the Contractor on a net 30 basis unless discount terms are offered.

**NOTICE TO VENDORS AND BIDDERS:
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS**

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. MCCS DOES NOT AGREE TO:

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees, costs, expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed; and
9. Automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other offer to do business with MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.

Request for Bid

Central Maine Community College wishes to procure a new building automation platform to be used as the base for the integration of campus BAS systems and training tool for new educational program.

The requirements of software platform must be:

- Real-time graphical viewing and control of the BMS environment.
- Reporting of both real-time and historical information.
- Scheduling and override of building operations.
- Collection and analysis of historical data.
- Point database editing, storage and downloading of controller databases.
- Configuration of and navigation through default and personalized hierarchical "tree" views that include workstation and control system objects.
- Event reporting, routing, messaging, and acknowledgment.
- Definition and construction of dynamic color graphic displays.
- Online, context-sensitive help, including an index, glossary of terms, and the capability to search help via keyword or phrase.
- On-screen access to User Documentation, via online help or PDF-format electronic file.
- Automatic database backup at the operator interface for database changes initiated at Building Controllers.
- Display dynamic trend data graphical plot.
- Program editing.
- Transfer trend data to third-party spreadsheet software
- Scheduling reports
- Operator Activity Log
- Open interface for standard communication protocols (BACnet, Modbus, etc.) to ease integration with current BAS systems
- Able to display owner defined points on remote displays across campus.
- Able to be installed on both a virtual or hard server (owner will provide)
- Allow the administrator/manager to limit users' workstation control, display and data base manipulation capabilities as deemed appropriate for each user, based upon an assigned password.
- The administrator or manager shall be able to grant discrete levels of access and privileges, per user, for each point, graphic, report, schedule, and BMS workstation application.
- Future expandable into all aspects of building automation (lighting, access, security, fire safety, etc.)
- Must include graphic editing and modifying capabilities.
- All necessary tools and procedures for the user to create their own graphics
- A library of standard control application graphics and symbols must be included.
- Must be able to command points directly off graphics application.
- Graphic display shall include the ability to depict real-time point values dynamically with text or animation.
- Navigation through various graphic screens shall be optionally achieved through a hierarchical "tree" structure.
- Graphics viewing shall include dynamic pan zoom capabilities.
- Graphics shall include a decluttering capability that allows layers to be programmatically hidden and displayed based on zoom level.
- Ability to create dashboard views that graphically display system and/ or energy performance. Dashboards will consist of gauges and charts.
- Dynamic temperature values, humidity values, flow values and status indication shall be shown in their actual respective locations within the system schematics or graphic floor plan displays, and shall automatically update to represent current conditions without operator intervention and without pre-defined screen refresh rates.
- All required software shall be provided to allow the user to add, modify or delete system graphic background displays.
- The Graphics application shall include a set of standard Terminal Equipment controller application-specific background graphic templates. Templates shall provide the automatic display of a selected Terminal Equipment controller's control values and parameters, without the need to create separate and individual graphic files for each controller.

- Network wide control strategies shall not be restricted to a single Building Controller, but shall be able to include data from any and all other network panels to allow the development of Global control strategies.
- User shall be able to edit point configuration online within a dedicated editor application. The editor shall allow the user to create, view existing, modify, copy, and delete points from the database.
- User shall be able to edit point configuration of any configurable BACnet point that resides in a device that supports external editing.
- Control program configuration shall be available to the user within a dedicated control program editor application. The editor shall allow for creation, modification and deletion of control programs. The editor shall also include the ability to automatically compile the program to ensure its compatibility with the Building Controllers. The editor shall provide the ability to selectively enable or disable the live program execution within the Building Controllers.
- Users shall have the ability to view the program(s) that is/are currently running in a Building Controller. The display shall mark the program lines with the following: disabled, comment, unresolved, and trace bits.
- Workstations shall be configured to send out messages to numeric pagers, alphanumeric pagers, phones (via text to speech technology), SMS (Simple Messaging Service, text messaging) Devices, and email accounts based on a point's alarm condition.
- On a per point basis, system shall be configurable to send messages to an individual or group and shall be configurable to send different messages to different remote devices based on alarm message priority level.
- Provide additional concurrent user licenses as called for here or in the Sequence of Operations. Every Operator Interface called for or shown on the Network Architecture shall have its own concurrent user license such that all can be on-line at the same time.

The requirements of the vendor must be:

- able to support within 24hrs if needed for emergencies
- willing to give pricing upfront for licensing of 1000 pts, price per point beyond 1000, software costs, and labor rate for programming for a period of no less than 3 years
- willing to assist in design of BAS curriculum portion of new advanced certificate in building automation.
- willing to recommend and possibly procure equipment needed for automation lab.
- supply duplicate version of software to be used for training in lab
- If asked, provide a demonstration of software capabilities to CMCC prior to decision.

Bid Sheet

Does software allow open protocol interfacing?	<input type="text"/>
Full user functionality (program editing, graphic production, etc.)	<input type="text"/>
Critical alarms via email/text messaging?	<input type="text"/>
Able to have remote information displays around campus?	<input type="text"/>
Software installed on a server (hard or virtual)	<input type="text"/>
Separate user access levels for viewing/manipulating?	<input type="text"/>
Expandable to other aspects of automation (lighting, access, video surveillance, intrusion protection, etc.)?	<input type="text"/>
Library of standard control background graphics?	<input type="text"/>
Graphic editing and modifying capabilities?	<input type="text"/>
Administrator can grant access levels for each point individually?	<input type="text"/>
Emergency support within 24hrs?	<input type="text"/>
Willing to provide pre-decision demonstration if asked	<input type="text"/>
Costs	
Licensing for 1000 points	<input type="text"/>
Point cost after 1000	<input type="text"/>
Software costs	<input type="text"/>
Labor rate	<input type="text"/>
Curriculum assistance	<input type="text"/>
Equipment assistance	<input type="text"/>

Date

Name of Authorized Official for Bidder (Print)

Signature of Authorized Official for Bidder