

PURCHASING AGENDA ITEM

Hernando County School District

School Board Approval Meeting:

February 14, 2022

Bid No. 23-990-30 PB

Bid Title: Facility Technology Integration & Security System Services

Recommend approval of this agenda item under the specific category below:

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> Lowest Bid(s) | <input type="checkbox"/> Request for Proposal(s) | <input type="checkbox"/> Low Bid(s) Meeting Specification | <input type="checkbox"/> Rejection/Cancellation |
| <input type="checkbox"/> Revised Award | <input type="checkbox"/> Renewal of Contract | <input type="checkbox"/> Sole Source | <input type="checkbox"/> Re-Award (Partial/Whole) |
| <input type="checkbox"/> Bid Termination | <input type="checkbox"/> Revisions/Amendments to Bid | <input type="checkbox"/> Bid Extension | <input type="checkbox"/> Emergency |
| <input type="checkbox"/> Reversed Auction | <input checked="" type="checkbox"/> Piggyback Cooperative | | |

Bid Contract Period:

02/14/2023 through 03/31/2025

☐ N/A – One Time Purchase

Contract Type:

☐ Estimated
Dollar Amount

☐ Firm, Fixed
Dollar Amount

☐ Firm, Fixed
Unit Prices

☒ Firm, Fixed Unit Prices,
Hourly Rates, Fees and/or
Percentages

Renewal Options:

No. of Terms
Remaining
2

☐ Length of
Each Term (month)

☒ Length of
Each Term (year)
1

☐ None

Rationale/Reason: Piggyback OMNIA Partners – Region 4 Education Service Center (ESC) RFP #22-07, Contract #R220701 Facility Technology Integration & Security System Services, awarded to ADT Commercial, LLC. HCSB Bid #23-990-30 PB has been assigned for internal tracking purposes.

Bidders Electronically
Downloaded From Public
Purchase Website:

Bids Received:

No Bids:

Late Bids:

Rejected Bids:

☐ N/A – Bids Not
Required:

Submitted By:

Neil McDonald
Director of Purchasing & Warehousing

School(s): District Wide

Requested By:

Brian Ragan
Director of Facilities

Department(s): Facilities & Construction

Recommended award: ADT Commercial, LLC. Pricing offered based on OMNIA Partners, Contract #R220701.

T/C CODE: 2330

Facility Technology Integration and Security System Service Pricing

OMNIA Partners, Public Sector Contract #R220701

You can rely on us to be your One Ideal Partner for integrated security, fire and life safety solutions that help your agency streamline purchasing in fewer steps, reduce costs, and protect your people, facilities and assets.



**In select markets*

NOTE: ADT Commercial is offering a discount off list price. Project-based discounts will be considered on a case-by-case basis and will be at the discretion of ADT Commercial local sales leaders. Additional discounts may be dependent on the project scope, volume and whether services are being attached to a project(s) in which ADT Commercial is extending 14% discount off list to members.

Manufacturers

Altronix	Continental	Genetec	Notifier	Seneca
Amag	DMP	Hanwah	Onssi	Shooter Detection Systems
Assa-Abloy	Dorma Kaba	Honeywell	Open Options	Silent Knight
Avigilon	DSC	Indigovision	Panasonic IPro	Telecor
Axis	EST (Edwards)	Kantech	Potter	Verint
BCD Video	Exacq Vision	Kings III	RS2 Technologies	<i>List included is a sample of active manufacturers available. OMNIA Partners members have access to the ADT Commercial full list of manufacturers.</i>
Bosch	Fire-Lite	Lenel	S2	
Brivo	Flir	Milestone	Salient	
Code Blue	Gamewell-FCI	Napco	Schlage-Allegion	

Installation and service labor

- ▶ CAD/Design
- ▶ Engineering
- ▶ Enterprise Security Risk Consulting
- ▶ Installation
- ▶ Installation (Sprinkler)
- ▶ Programming
- ▶ Project Management
- ▶ Service

- Standard service request hours are 8am-5pm and require a two-hour minimum charge
- After hours and holiday requests require a three-hour minimum charge

Monitoring services

Monitoring service rates can be added to projects that have monitoring/service requirements.

Monitoring

- ▶ Fire Rated/Sprinklers
- ▶ PERS
- ▶ Intrusion Alarms
- ▶ Elevator Monitoring
- ▶ Emergency Call Box
- ▶ UL Certification (Fire)
- ▶ UL Certification (Intrusion)
- ▶ Industrial Process/Critical Condition
- ▶ Daily and Double Daily Timer Test (Non-Fire)
- ▶ CO Detection
- ▶ Smoke Detector Monitoring
- ▶ Duress, Panic and Holdup Alarm
- ▶ Video Verification
- ▶ Video Monitoring, Escort and Guard Tours

Reporting

- ▶ eSuiteSM Premier

Signaling

- ▶ Back-up Cellular Radio (Fire)
- ▶ Back-up Cellular Radio (Intrusion)
- ▶ Elevator Radio

Smart Choice Service Plan

ADT Commercial offers extended service plans for the list below.

- ▶ Fire Alarm
- ▶ Intrusion
- ▶ Video
- ▶ Access Control

Leasing and rentals

ADT Commercial can provide leasing and rental pricing information upon request.

Additional pricing notes

Manufacturer Notes

ADT Commercial may update catalog pricing depending on fluctuation in the market conditions. ADT Commercial will follow appropriate methods for submitting changes and reserves the right to increase pricing 3-5% annually over the course of the contract.

Manufacturers: Some manufacturers listed can only be sold in approved territories. Call for verification prior to ordering.

Labor: ADT Commercial may increase labor rates annually 2-3% based on escalation.

Sub Labor: ADT Commercial may use subcontractors. Subcontractor rate will not exceed more than a 30% margin.

Prevailing Wage: ADT Commercial follows local government requirements for prevailing wage when wages listed in the catalog do not capture the difference in rates. Additional rates will not exceed more than a 30% margin.

Union Labor: ADT Commercial has union requirements in certain markets when wages listed in the catalog do not capture the difference in rates. Additional rates will not exceed more than a 30% margin.

Install Warranty: One-year Parts and Labor warranty available.

Service Warranty: 90-days Parts and Labor warranty available.

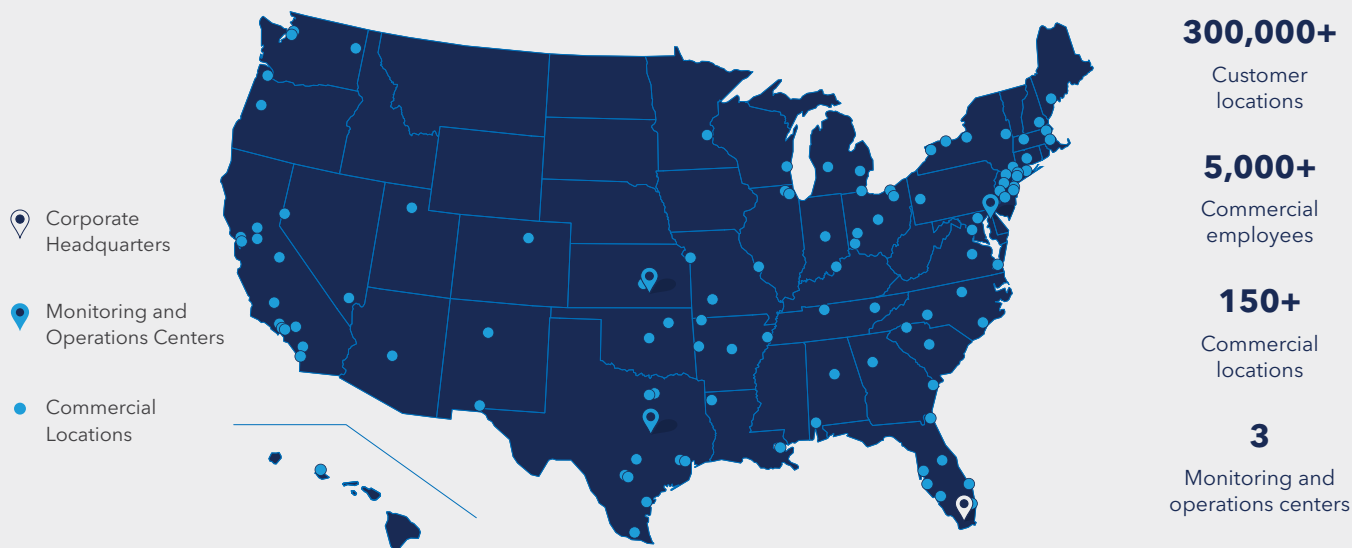
Shipping: ADT Commercial will not charge the customer for shipping when products are collected from ADT Commercial's local offices.

Open Market Items: Additional products and services may be required to provide customers a complete integrated solution, as such some product manufacturers may not show up on included manufacturer list. Open market items will be charged at 39% from ADT Commercial's cost.

Orders: ADT Commercial can accept customer purchaser orders so long as it references use of the appropriate contract.

Monitoring and Services: ADT Commercial will require the customer to sign a separate monitoring addendum or negotiate separate monitoring terms in order to monitor fire, security and cloud services through our central station monitoring centers.

The National Strength You Want. The Local Knowledge You Need.



Warranty

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT COMMERCIAL LLC ("ADT") EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

General Warranty

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

Limited Warranties

Equipment. The Equipment installed under this Agreement is warranted against defects in material or workmanship for a period of one (1) year from installation. Defective Equipment will be repaired or replaced at ADT's option with new or refurbished Equipment, with such repair or replacement being the sole and exclusive remedy for breach of this limited Equipment warranty. Customer may, at ADT's election, be provided the option of purchasing an extended warranty.

Installations. ADT warrants that for a period of one (1) Year beginning at Substantial Completion (excluding software defects), the installation will be free from defects in workmanship. In the event that the Installation fail to comply with the foregoing standard within the limited warranty period, ADT will re-perform the non-complying installation services at no additional charge, with such re-performance being the sole and exclusive remedy for breach of this limited Installation warranty. As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

Services. For any services provided hereunder, and excluding inspection services, ADT warrants that the Services provided hereunder will be performed in accordance with generally accepted industry standards and practices. In the event that any Services fail to comply with the foregoing standard within ninety (90) days from the date of Substantial Completion of the Services, ADT will re-perform the non-complying services at no additional charge, with such re-performance being the sole and exclusive remedy for breach of this limited Services warranty. **Select non-covered Services may be purchased by you at then-current rates and terms, to be performed during our standard hours of operation.**

Software Installation. ADT warrants software installation and programming by ADT for a period of 1 Year beginning at Substantial Completion (excluding software defects).

ADT Service Plan/Extended Service Plan. Subject to the limitations and exclusions set forth below, if Customer has subscribed to ADT's Extended Service Plan, then in lieu of the limited warranties set forth above, ADT will at its cost repair the Equipment it installs for the duration of the term of such Extended Service Plan. Customer's participation in the Extended Service Plan will automatically renew for successive thirty (30) day terms at ADT's then-current Extended Service Plan rates unless terminated by either party's written notice given at least thirty (30) days before the end of the then-current term. If Customer subscribes to the Extended Service Plan after the initial installation, the Equipment must be in good working condition at the time of subscription. When applicable, each Exhibit, Rider, Purchase Order, Work Order, or any other statement of services and/or equipment, shall specify covered maintenance Services at a specific Premises, for specified Equipment. For covered maintenance Service, ADT will, upon Customer's request for performance of such service, provide ordinary maintenance, repair, or replacement of such Covered Equipment due to normal wear and tear. ADT shall bear the expense of such maintenance, repair, or replacement for the specified Extended Service Plan Charge. The expense of all extraordinary or uncovered maintenance, repair, or replacement due to Customer's alterations of the Premises, alterations of the Covered Equipment made at Customer's request, or made necessary due to Customer's changes to the Premises, damage to the Premises or to the Covered Equipment, any Limitation or Exclusion below, or due to any cause beyond ADT's control, shall be borne by Customer. Customer agrees to furnish any necessary electric current at its own expense with an outlet within a reasonable distance of the Equipment. Maintenance Service shall be performed between ADT's regular local working hours, Monday through Friday, except holidays, unless mutually agreed in advance by the Parties. ADT may discontinue providing Maintenance Service on any Covered Equipment if ADT cannot obtain an adequate supply of replacement Equipment, component parts and/or associated supplies on a commercially reasonable basis. In such event, ADT will refund on a pro-rata basis any prepaid Maintenance Charge on the affected Equipment.

Exclusions

Express Limitations and Exclusions to Warranties, Extended Service Plan, and Service Obligations. ADT performs repair services only during its regular local working hours, Monday through Friday, excluding holidays. IF CUSTOMER REQUESTS ADT TO PERFORM REPAIR SERVICES OUTSIDE OF ITS REGULAR WORKING HOURS, THEN ADT MAY REQUIRE CUSTOMER TO PAY FOR ITS SERVICES AT ADT'S THEN-CURRENT RATES FOR LABOR AND PARTS. In addition, ADT shall have no obligation under its Limited Warranties or Extended Service Plan if it determines that any of the following conditions have caused the need for service, repair or replacement: (i) damage resulting from acts of God (such as fires, earthquakes, floods, hurricanes, tropical storms, tornadoes, explosions and other severe acts of nature or weather), war, revolutions, acts of terrorism, epidemics, pandemics, contagions, acts of governmental authorities such as expropriation, condemnation, quarantining, executive orders and changes in laws and regulations, raw material shortages, component shortages, strikes, labor disputes, or any other cause beyond ADT's reasonable control; (ii) Customer personnel's failure to properly close or secure a door, window, or other point protected by a security device, or to properly follow operating instructions

provided by ADT at the time of installation or at a later date; (iii) malfunctions of or modifications to Customer's telecommunications service that render it incompatible with the Equipment or incapable of communicating with ADT's Central Station; (iv) Customer's failure to ensure ordinary maintenance to the Equipment or its components (repairs due to ordinary wear and tear are not excluded under ADT's Extended Service Plan), or Customer permits anyone other than an ADT authorized representative to perform service on the Equipment; (v) physical alterations to Customer's Premises or to the Equipment, or made necessary by damage to Customer's Premises or the Equipment; (vi) adjustments necessitated subsequent to completion of installation by ADT and acceptance by Customer, due to misalignment of video cameras, improper adjustment of monitor brightness and/or contrast tuning dials, or changes to lighting conditions in the area viewed by the camera(s); (vii) Issues related to interruption of commercial power, to Customer's telecommunications service, or to use of such service provided by Customer or other third-party; (viii) battery failure; (ix) devices designed to fail in protecting the Equipment, such as, but not limited to, fuses, surge suppressors, and circuit breakers; (x) Equipment changes requested by Customer; (xi) consumable items such as batteries, printer print heads, or access cards; (xii) Technician services for troubleshooting, removing, or replacing any failed component not covered by this warranty or the Extended Service Plan, if applicable, which may include upgrading or otherwise modifying and fixing Customer-provided computer equipment; (xiii) Software defects; or (xiv) normal wear and tear. ADT'S Equipment warranty applies only to Equipment installed by ADT, unless specifically designated as being covered by the Extended Service Plan, if applicable. Customer must furnish the necessary electrical power at its expense to obtain warranty services. Charges for non-covered repairs will be at ADT's then-current labor and material rates, including a minimum visit or trip charge.

THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S EXCLUSIVE REMEDIES ARE SPECIFIED ABOVE.

No Warranty

Software Upgrades. Purchases of software upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, the liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price for the relevant Software set forth in the Proposal.

Manufacturer Software Support and Services. Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades from the manufacturer. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal.

Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, the liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price for the relevant Software set forth in the Proposal.

Sprinklers. ADT does not warrant any sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance) provided by ADT ("Sprinkler Work") against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by ADT proves defective, ADT will extend to the Customer the benefits of any warranty ADT has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SPRINKLER WORK PERFORMED HEREUNDER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE SPRINKLER WORK PERFORMED IS TO HAVE THE SPRINKLER WORK REDONE AT THE CUSTOMER'S EXPENSE.

eSRG. Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

Design. Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

Monitoring Services. Monitoring Services carry no warranty from ADT. If applicable, see Monitoring Services terms and conditions for additional information.

Hosted Services. Hosted Services carry no warranty from ADT. If applicable, see service provider's terms and conditions for additional information.

Electronic Article Surveillance (EAS) and Security Gates.

- a. Customer acknowledges that installation and services of EAS or security gate equipment may require cutting, fastening or bolting to their premise floor, walls and/or ceilings. ADT does not warrant and disclaims responsibility for repair of floor, floor coverings, walls, wall coverings, ceilings, ceiling patching, painting, matching of finishes, restoration or replacement, or for related expenses.
- b. ADT will reimburse Customer expenses for floor excavation, cutting, and refinishing for repairs to system required during the applicable warranty period, but not for floor covering, carpet or tile restoration or replacement.
- c. For service required after the warranty period, Customer assumes all cost of repair, including but not limited to, floor excavation and refinishing, regardless of the reasons for such repair.

**For more information, please contact:
LocalGovernmentSolutions@adt.com**

