



Agenda Item Details

Meeting	Sep 09, 2013 - Regular Meeting
Category	7. Consent Agenda
Subject	7.12 Renewal of RFP 09-P04 Energy Savings Program-HVAC System Control Program, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Fixed Price
Recommended Action	Motion to approve the renewal of RFP 09-P04 Energy Savings Program-HVAC System Control Program, based on fixed pricing, to be used on an as needed basis. The vendor is Siemens Industry, Inc. and the contract dates are October 1, 2013 through September 30, 2014.

Public Content

Renewal of RFP 09-P04 Energy Savings Program-HVAC System Control Program, based on fixed pricing, to be used on an as needed basis. This contract provides a program that upgrades our current hardware and software and facilitates an energy savings program. The vendor is Siemens Industry, Inc. and the contract dates are October 1, 2013 through September 30, 2014. A copy of the renewal confirmation letter and original contract with contract modification document is attached.

For additional information, please contact Steve Bolton, Program Director, Maintenance at (850) 689-7159.

 [SIGNED VENDOR RESPONSE.pdf \(424 KB\)](#)

Administrative Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

Motion & Voting

Motion to approve the Consent Agenda and all of the Consent Agenda items as recommended by the Superintendent

Motion by Cathy Thigpen, second by Cindy Frakes.

Final Resolution: Motion Carries

Yes: Dewey Destin, Cindy Frakes, Cathy Thigpen, Melissa Thrush, Rodney Walker



SCHOOL DISTRICT OF OKALOOSA COUNTY Purchasing Department

SUPERINTENDENT OF SCHOOLS
MARY BETH JACKSON

ATTORNEY TO THE BOARD
C. JEFFREY McINNIS, ESQ.

PGM. DIRECTOR - PURCHASING
VINCE WINDHAM, CPPB



BOARD MEMBERS
DEWEY DESTIN
CINDY FRAKES
CATHY THIGPEN
MELISSA THRUSH
RODNEY L. WALKER

June 5, 2013

Siemens Building Technologies, Inc.
Attn: Mr. Bobby Marcus
1011 West Garden Street
Pensacola, FL 32502

Mr. Marcus:

On September 10, 2012 the School Board of Okaloosa County, Florida approved the renewal of RFP 09-P04 Energy Savings Program-HVAC System Control Program. The renewal award was for the period of October 1, 2012 through September 30, 2013.

Bid terms stated that the School Board has the option, with the consent of the successful vendor, to renew the bid for four (4) additional one-year periods. To date, three (3) renewal options have been used, leaving one (1) additional one-year period available. We would like to request that this bid be renewed for the period of October 1, 2013 through September 30, 2014.

Please check one of the responses below indicating your decision regarding this request. Sign and return this letter, along with a completed copy of the enclosed Federal Debarment Certification to my attention, no later than Friday, June 21, 2013. Feel free to fax your response to 850-833-6327, or email it to Becky Perrin at perrinb@mail.okaloosa.k12.fl.us, or mail to the Purchasing Department, 120 Lowery Place S.E., Fort Walton Beach, FL 32548.

Please fax a current Certificate of Insurance form for your business to the Risk Management Department at 850-833-3196. All contractors must continue to comply with the insurance requirements as provided in the original bid documents. If your Certificate of Insurance is current, or was not a requirement in the original bid documents, please disregard.

Thank you for your consideration. We look forward to doing business with you for another year.

Sincerely,

Vince Windham,
Program Director of Purchasing



I agree to renew the bid adhering to original terms and conditions, including pricing for an additional one-year period through September 30, 2014.

I decline to renew the bid for an additional one-year period.

Signature* Bobby Marcus
Bobby Marcus
Please print name

Title GENERAL MGR.
Date 6/8/13

*Note: Must be signed by an officer or employee having the authority to bind the company or firm.

PURCHASING DEPARTMENT - ADMINISTRATIVE COMPLEX - 120 LOWERY PLACE S.E.
FORT WALTON BEACH, FLORIDA 32548
TELEPHONE (850) 833-7668 FAX (850) 833-6327

CONTRACT MODIFICATION AGREEMENT

THIS AGREEMENT is entered into effective the 12th day of March 2013, by and between **SIEMENS INDUSTRY, INC.**, whose address is 1011 West Garden Street, Pensacola, FL 32502, (hereinafter referred to as "CONTRACTOR"), and **THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA** whose address is 120 Lowery Place, S.E., Fort Walton Beach, Florida 32548 (hereinafter referred to as "CUSTOMER" or "School Board").

RECITALS

WHEREAS, CUSTOMER and CONTRACTOR did enter into that certain HVAC System Control Program Contract (hereinafter referred to as the "Agreement") on October 1st, 2009; and,

WHEREAS, the parties desire to modify the aforementioned Agreement to incorporate the terms and conditions of RFP 09-P04.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do agree as follows:

1. Terms and conditions of RFP 09-P04 are incorporated by reference.
2. Address for Siemens Industry, Inc. has changed to 1011 West Garden Street, Pensacola, FL., 32502.
3. Except as expressly modified herein all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have hereunto caused their signatures and seals to be affixed on the dates indicated below to be effective as of the date first above-written.

ATTEST:

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA

By: Marybeth Jackson
Mary Beth Jackson
Superintendent and Corporate Secretary

By: Rodney L. Walker
Rodney L. Walker
Chairman

Date: 3-11-2013

WITNESSES:

SIEMENS INDUSTRY, INC.

Print Name: _____

By: Bobby Marcus
Bobby Marcus, P.E., General Manager

Print Name: _____

Date: 2/19/13

AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (hereinafter referred to as the "Agreement") is entered into by and between The School Board of Okaloosa County, Florida, a body corporate pursuant to Section 1001.40, F.S., whose address is 120 Lowery Place Fort Walton Beach, FL, 32548 (hereinafter referred to as "CUSTOMER" or "School Board") and Siemens Building Technologies, Inc., a Delaware corporation, whose address is 1233 Barrancas Avenue, Pensacola, FL 32501, (hereinafter referred to as "CONTRACTOR"), is effective October 1, 2009.

WITNESSETH

WHEREAS, CUSTOMER desires for CONTRACTOR to perform and provide CUSTOMER with certain services as requested by CUSTOMER and more particularly described herein below; and

WHEREAS, CONTRACTOR is willing to perform and provide such services:

NOW, THEREFORE, in consideration of the representations and agreements contained herein, the parties hereby agree as follows:

1. **Scope of Services.** This Agreement is applicable to CONTRACTOR'S implementation of a Heating and Air Conditioning (HVAC) System Control Program to upgrade the CUSTOMER'S current hardware and software and facilitate an energy savings program that will include:

- The auditing of existing HVAC controls.
- Sequence of operation.
- Assessment of the data obtained.
- Developing a HVAC controls upgrade plan for any facility.
- Installation or upgrade of an energy saving controls system.
- Installment of new software management that is web based with unlimited users.
- Training of school board maintenance personnel on the new software.
- Provide a service plan to include routine repairs, emergency repairs, and installation of HVAC control hardware in new and existing facilities.
- The service will include all systems within the schools of the School District of Okaloosa County beginning on or about July 1, 2009.

(hereinafter referred to as the "Services"), as more particularly described in specific Purchase Orders (hereinafter referred to as "Order" or "Orders") issued hereunder in connection with various CUSTOMER projects, as may be requested by CUSTOMER from time-to-time. This Agreement contemplates the future execution by CONTRACTOR and CUSTOMER of one or

more Orders issued under this Agreement for the specific Services requested by CUSTOMER. The manner in which CONTRACTOR renders Services under this Agreement shall be within CONTRACTOR'S control and discretion.

The intent of this program is to reduce energy costs at each facility through the upgrade and management of approved and certified HVAC System Controls according to the State Requirements for Educational Facilities (SREF), the Florida Building Code (FBC) and the American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE).

2. **Background Screening**

- A) In accordance with Section 1012.465, Florida Statutes, all contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any such contracting party, who are permitted on school grounds when student are present; who have direct contact with students; or who have access to or control of school funds must meet Level 2 screening requirements as described in Section 1012.32, Florida Statutes, unless otherwise exempted from such requirements by Section 1012.467 or Section 1012.468, Florida Statutes. A Level 2 screening includes conducting a background check and filing with the Okaloosa County School District a complete set of fingerprints of each individual, employee, or subcontractor taken by an authorized school district agent trained to take fingerprints. The CONTRACTOR shall bear the costs of all such background screening and fees to maintain the fingerprints provided with respect to CONTRACTOR and its employees.
- B) Any personnel of the CONTRACTOR discovered, through fingerprint processing, to have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense outlined in Section 435.04, Florida Statutes (or any similar statute of another jurisdiction), shall not be permitted to come onto school grounds or school-sponsored activities when student are present, or to have access to School District funds.
- C) It is the responsibility of the CONTRACTOR to assure compliance with this requirement. CONTRACTOR agrees that in the event the CONTRACTOR or any employee is later convicted of, or pleads nolo contendere to any disqualifying offense as outlined in Section 435.04, Florida Statutes, the CONTRACTOR will notify School Board within 48 hours of such.
- D) The parties agree that the CONTRACTOR'S failure to perform any of the duties described in this section will constitute a material breach of this Agreement entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. CONTRACTOR agrees to indemnify and hold harmless the School Board, its offices and employees from any liability in the form of physical injury, death, or

property damage resulting from CONTRACTOR'S failure to comply with the requirements of this section or Sections 1012.32, 1012.465, 1012.467 or 1012.468, Florida Statutes.

- E) All contractors, vendors, individuals and other entities under contract with the School Board, and the employees and subcontractors of any contracting party must possess a badge issued through the Okaloosa County School District Fingerprinting Office for clearance onto school property. An orange badge signifies that a vendor has a Level II clearance with **full access** to school property and is valid for 5 years. A burgundy badge signifies that a vendor has **limited access** to school property and is valid for 1 year. Contact the Okaloosa County School District Fingerprinting Office at (850) 833-5812 for additional information on screening and clearance procedures.

3. **Term and Termination.** Except as otherwise provided herein, the term of this Agreement shall commence on the effective date of this Agreement and shall continue for an initial term of one (1) year and shall be extended by mutual agreement of the parties for four (4) additional one (1) year terms. At the election of the CUSTOMER, the termination or expiration of this Agreement shall not affect the obligations of either party under any then existing Order and each such Order and the terms and conditions of this Agreement shall continue in effect with respect to the Services so ordered until the completion of the Order.

Either party can cancel this Agreement, without stating a reason, at the end of each contract year. Cancellation must be received 90 days prior to the end of the contract year. Notice of cancellation must be in writing. If written notice of cancellation is not received prior to 90 days from the end of the contract period, the silence will be considered as acceptance by both parties for another year at the same terms and conditions. This Agreement can be cancelled by the School Board at any time for cause.

4. **Purchase Orders.** No Services shall be performed for CUSTOMER by CONTRACTOR by virtue of this Agreement alone. Services must be requested hereunder through issuance of a valid CUSTOMER Purchase Order or in the event of an emergency repair requirement through a verbal request for Services, by the Program Director of Maintenance Support Services or his designee. Each Order shall reference the CUSTOMER contract number assigned to this Agreement 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) The Contractor compensation;
- D) Any special terms and conditions agreed upon by the parties with respect to the Order.

Within five (5) business days after CONTRACTOR'S receipt of an Order, CONTRACTOR shall accept the Order in writing and return a legible copy of the accepted Order to CUSTOMER. Notwithstanding anything to the contrary in the foregoing, if an Order fails to provide all required ordering information or incorrectly states prices or other material information relative to the Order, CONTRACTOR may reject the Order by promptly submitting written notice of rejection to CUSTOMER stating in detail the reasons for rejection and the modifications necessary to make the Order acceptable to CONTRACTOR. CONTRACTOR shall make no changes, amendments, modifications, additions or deletions to an Order without the prior written consent of CUSTOMER. Acceptance of an Order shall bind 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 CUSTOMER receives an accepted copy of the Order without modification or amendment. Each Order issued under this Agreement shall be deemed to be a separate and independent agreement between CUSTOMER and CONTRACTOR which incorporates by reference all of the terms and conditions of this Agreement.

5. **Changes.** CUSTOMER may, at any time, by written change order, make any change in the Services within the scope of Services pursuant to an Order issued under this Agreement, including but not limited to changes in: (i) the method or manner of performance of the Services; (ii) specifications for the Services; (iii) CUSTOMER furnished facilities, equipment, materials, services, or site; or (iv) directing acceleration in the performance of the Services. If any change under this clause causes an increase decrease in CONTRACTOR'S cost of, or time required for, the performance of any part of the Services under an Order, an equitable adjustment shall be made in the Order price or completion date, or both, and the Order shall be modified in writing accordingly.
6. **Performance Standards.** In selecting employees to undertake the Services under this Agreement, CONTRACTOR shall select only those persons who are qualified by the necessary education, training and experience to provide high quality performance of the particular Services for which each such employee is responsible. CONTRACTOR shall accomplish all Services in a professional manner and to the reasonable satisfaction of CUSTOMER. CONTRACTOR'S personnel shall exercise that degree of skill and care required by the highest level of accepted professional standards in CONTRACTOR'S field.
7. **Specifications.** It is the intent of CUSTOMER to have all specifications for the Services and Project Materials to comply with all applicable statutes, regulations, and ordinances. If CONTRACTOR discovers any discrepancy or conflict between the specifications and applicable legal requirements, CONTRACTOR shall report the problem to designated CUSTOMER or affiliate Project Coordinator.

8. **Inspection of Services.** CUSTOMER has the right, at all reasonable times, to inspect or otherwise evaluate the Services performed or being performed hereunder and the project site. All inspections and evaluations shall be performed in such a manner as will not unduly delay the Services. Any such inspections or evaluations do not constitute acceptance of the Services nor waive any rights of CUSTOMER under this Agreement.
9. **Compensation and Payment.** For reasonable and satisfactory performance of any Services requested in an Order, or pursuant to a request for emergency repairs, CUSTOMER shall pay CONTRACTOR on a "Time and Materials" basis in accordance with the pricing schedule set-forth below. It is understood and agreed that CONTRACTOR shall be responsible for and shall pay all state and local taxes applicable to the performance of Services hereunder.
- Per the Siemens U.S. Price List, which is on file with the School Board's Purchasing office as of the date of this Agreement and which will be revised annually on the renewal date of this Agreement, Siemens will provide a **67% Discount** (GSA Discount) off of all Siemens product's U.S. list price as shown in the Price List.
Please Note: Part numbers/or descriptors showing a @ symbol will be discounted at 50% off of U.S. List. These @ symbol products are limited and are OEM type products.
- Material Freight 5%
Warranty 3%
- Siemens labor rates are as shown below:

System Specialist (Technician)	\$90.00/ Hour
Electronic Installer	\$70.00/ Hour
 - Parts/ Services (Subcontractors) that are purchased from outside vendors will be provided at the following mark-up:
Outside Purchased Components X 30% Mark-up.
10. **No Additional Charges.** CUSTOMER shall not be liable for any charges or expenses other than those charges and expenses expressly authorized in an Order, or pursuant to a request for emergency repairs. Unless CONTRACTOR receives a written change order from CUSTOMER, the charges or expenses for Services under an Order after the total billing limit stated in the Order is reached or after termination of the Order, whichever occurs first, shall not be invoiced to CUSTOMER.
11. **Warranty.** CONTRACTOR represents and warrants that all Services performed hereunder shall be performed in a good, professional, workmanlike and competent manner and by the highest applicable professional standards. CONTRACTOR shall make

such corrections of defective labor services upon written notice thereof anytime such defects appear within one (1) year of CUSTOMER's acceptance of the Services performed pursuant to any Order issued hereunder or pursuant to any request for emergency repairs. CONTRACTOR also will provide manufacturers' warranties on all control equipment provided for work performed.

12. **Independent Contractor.** CONTRACTOR shall be deemed to be an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, joint ventured or partner of CUSTOMER, its parent or affiliates. All persons furnished, used, retained or hired by or on behalf of CONTRACTOR shall be considered to be solely the employees of CONTRACTOR, and CONTRACTOR at all times shall maintain such supervision and control over its employees as is necessary to preserve its independent CONTRACTOR status. CONTRACTOR shall be responsible for payment of any and all unemployment, social security, withholding, and other payroll taxes for its employees, as applicable, including any related assessments or contributions required by law.
13. **Non-Exclusive Agreement.** Under no circumstances shall this Agreement be construed or interpreted as an exclusive dealing agreement. CUSTOMER is free at any time to contract for similar services with any other party, or to perform such services itself.
14. **Site Rules and Regulations.** CONTRACTOR shall use its best efforts to ensure that its employees and subcontractors comply with all site rules and regulations while on the premises of CUSTOMER and its affiliates or clients.
15. **Insurance.** The CONTRACTOR, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement the following minimum levels of insurance:
 - A) Worker's Compensation insurance covering the legal liability of the CONTRACTOR and its subcontractors under the applicable worker's compensation or occupational disease laws of the State or Federal Government for claims for personal injuries and death resulting therefrom to the CONTRACTOR and its subcontractors' employees. The CONTRACTOR and its subcontractors shall also obtain a minimum of \$1,000,000.00 of Employer's Liability insurance.
 - B) Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the CONTRACTOR and its subcontractors who may be engaged in the Services, for claims for personal injuries (including death) and property damage resulting therefrom arising out of the Services to be performed by the CONTRACTOR or its subcontractors, in an amount no less than \$1,000,000.00 for my one occurrence. Commercial General Liability insurance shall be obtained which shall include broad form contractual liability coverage, products / completed operations, cross

liability, severability of interest and broad form property damage (if required), and CUSTOMER, as well as its directors, officers, and employees shall be a certificate holder on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement.

- C) Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the CONTRACTOR and its subcontractors who may be engaged in the Services, for claims for personal injuries and death resulting therefrom and for property belonging to others than the CONTRACTOR caused by highway licensed vehicles of or used by the CONTRACTOR or its subcontractors in an amount not less than (i) \$1,000,000.00 for any one person, (ii) \$2,000,000.00 or bodily injury for any one occurrence; and (iii) \$1,000,000.00 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment and CUSTOMER shall be a certificate holder on such Policy.
- D) Prior to beginning any Work and at policy renewal each year thereafter for every year that this Agreement is in force, the CONTRACTOR shall submit to CUSTOMER Certificates of Insurance evidencing the coverages prescribed by this Section and certifying that such policies have been endorsed as required by Section. The required certificate and all renewal certificates shall be delivered to the CUSTOMER'S Risk Management Department. The provisions requiring the CONTRACTOR to carry insurance shall not be construed as waiving, restricting, or limiting any liability imposed upon the CONTRACTOR under this Agreement, whether or not the same is covered by insurance. It is the intent of the parties, however, that to the extent there is in force insurance coverage available to cover the legal and contractually assumed liability of the CONTRACTOR, any payments due as a result of such liability shall be made first from the proceeds of such policies to the extent of the coverage limits.
- E) Coverage of the CONTRACTOR'S and subcontractors' property - It is agreed that CUSTOMER and its agents, Representatives, employees, and affiliates shall be held harmless by the CONTRACTOR and its subcontractors for any loss or damage to sheds, tools, equipment property and materials of the CONTRACTOR and its subcontractors, their servants and employees, it being understood that the CONTRACTOR may, at its own expense, carry, insurance which provides the necessary protection against loss or damage. Any such insurance shall waive subrogation against CUSTOMER and its agents, representatives, employees, and affiliates.

16. **Suspension of Services.** CUSTOMER reserves the right to suspend and reinstate execution or the whole or any part of the Services without invalidating the provisions of this Agreement. Orders for suspension or reinstatement of Services will be issued by

CUSTOMER to CONTRACTOR in writing. The time for completion of the Services will be extended for a period equal to the time lost by, reason of the suspension, and CONTRACTOR will receive compensation for extra reasonable costs incurred by reason of the suspension.

17. **Default.** If either party to this Agreement shall default in the performance of its obligations hereunder and such default continues for a period of thirty (30) days after written notice thereof to the defaulting party from the other party, the other party may exercise any right or remedy that may be available at law or in equity.
18. **Force Majeure.** Neither party shall be deemed to be in default of any provision of this Agreement or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other 'force majeure' events beyond a party's reasonable control.
19. **Subsequent Changes in Agreement.** This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each party.
20. **Order of Precedence.** If any conflict or inconsistency between the provisions of this Agreement and the provisions of an Order, the provisions of the Order shall prevail.
21. **Notices.** All notices given hereunder shall be in writing and deemed duly given upon personal delivery or on the third business day following the date on which each such notice is deposited postage prepaid in the U.S. Mail, registered or certified, return receipt requested. All notices shall be delivered or sent to the other party at the address shown below or at any other address as the party may designate by ten (10) calendar days prior written notice given in accordance with this provision.

If to CUSTOMER:

The School Board of Okaloosa County, Florida
202A North Highway 85
Niceville, Florida 32578
Attn: Mr. Steve Bolton, Program Director
Maintenance Support Services

If to CONTRACTOR:

Siemens Building Technologies, Inc.
1233 Barancas Avenue
Pensacola, Florida 32501
Attn: Bobby Marcus, P.E.
General Manager

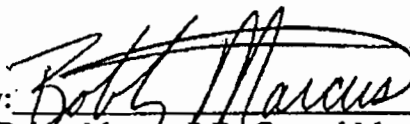

22. **Governing Law.** This Agreement shall be governed by, subject to, and construed in all respects in accordance with the laws of the State of Florida.

23. **Duplicate Originals.** Duplicate originals of this Agreement shall be executed, each of which shall be deemed an original but both of which together shall constitute one and the same instrument. In proving this Agreement it shall not be necessary to produce for more than one (1) such original.
24. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no oral or written representations, understandings or agreements between the parties respecting the subject matter hereof which are not fully expressed herein.

IN WITNESS WHEREOF, each of, the parties has caused this Agreement to be executed in duplicate originals by its respective duly authorized representative on the dates indicated below to be effective October 1, 2009.

SIEMENS BUILDING
TECHNOLOGIES, INC.,
A Delaware corporation

THE SCHOOL BOARD OF
OKALOOSA COUNTY, FLORIDA

By:  BY: 
Bobby Marcus, P.E., General Manager Chuck Kelley, Chairman
Date: 9/8/09 Date: _____

CONTRACTOR'S Tax I.D. Number: 13-2762488