



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Frank Fanelli, Director of Project Management
Date: June 10, 2023
Re: Agreement with Daikin Applied Americas, Inc. for chiller repair services for Beecher School.

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	Daikin Applied Americas, Inc.	
Doing Business as: (DBA)		
Vendor Address:	72 Grays Bridge Rd, Brookfield, CT	
Vendor Contact Name:	Brian Nixon	
Vendor Contact Email:	Brian.nixon@daikinapplied.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	New	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From 06/01/2023	To 06/30/2023
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$71,856.86	
Funding Source Name: Acct. #:	2022-2023 Capital Projects 3C22-2261-58101	
Contract #: <small>(Local or State)</small>	Omnia Contract # R200401-CT-269523	



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Key Questions:

1. What specific service will the contractor provide:

Provide, install and start up Rental Chiller Rental Start Date: 6/1/2023
LOTO Existing Power; Electrician will Tie rental into existing electrical panel at chiller
Land chiller in place; Run all Temp hose and cable from existing chiller over to temporary;
Connect all temporary piping and electrical; Power up Temp chiller; Start and test operation
Start date to be determined

2. How was the contractor selected? *Attach appropriate supporting documents

- Quotes**
- Sealed Bid #**
- Sole Source #** _____
- RFP#** _____
- State Contract #**Omnia R200401
- Exempt Professional**
 - Accountant
 - Actuary
 - Appraiser
 - Architect
 - Artist
 - Dentist
 - Engineer
 - Expert Professional Consultant
 - Land Surveyor
 - Lawyer
 - Physician/Medical Doctor

3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:

a. Please explain how the vendor was chosen? *Attach Vendor Proposal

The vendor was selected from the qualified list of vendors under omnia contract R200401 via quote.

b. Who were the members of the selection committee? (Minimum 3 members required)

N/A



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Key Questions: - Continued

4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?

N/A – New work

5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? *Attach Renewal Letters

N/A – New work

6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?

This is a new project that was quoted for providing work on chillers. No previous year comparable contracts available.

7. Is this a service that existing staff could provide? Why or why not?

No this is a specialized service that this vendor is listed as a qualified vendor to provide under Omnia contract.



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Agreement/Contract Processing Checklist

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement_Contract_Checklist\2022-2023

1. Has this vendor performed service(s) in prior fiscal years?	
If Yes,	Vendor # _____
If No or New,	Vendor must provide completed W9
2. A quote or proposal submitting regarding the agreement/contract.	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></p> <p>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></p> <p>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</p> <p>Emailed Disclosures are acceptable.</p>	

DAIKIN APPLIED, OMNIA PUBLIC RENTAL QUOTE



OMNIA[®]
P A R T N E R S

Beecher Rental June

NEW HAVEN PUBLIC SCHOOLS
654 FERRY STREET
NEW HAVEN, CT 06513

OMNIA Certified Proposal Number: R200401-CT-277588
OMNIA Membership ID: 4040777
Quote #: Q-18352

Prepared for:

Thomas Lamb
COO
NEW HAVEN PUBLIC SCHOOLS
Quote Document Date: 06/02/23

Prepared by:

Brian Nixon
SSR
Phone: 203-775-3477 Mobile: +1 2032407559
E-mail: brian.nixon@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Provide, install and start up Rental Chiller

Rental Start Date: 6/1/2023

LOTO Existing Power

Electrician will Tie rental into existing electrical panel at chiller

Land chiller in place

Run all Temp hose and cable from existing chiller over to temporary

Connect all temporary piping and electrical

Power up Temp chiller

Start and test operation

Start date to be determined

Inclusions per chiller:

- Two (2) Chilled Water Pump
- 300' of Water Hose
- 150' of Electrical Cable for one way
- Misc. Grooved Fittings
- Maintenance
- Startup

Will provide all extra hoses, piping and cables necessary to connect rental*

Additional Clarifications & Exclusions:

- Do not cut the provided power wiring, if any power wiring is cut or modified, a back charge for the full value of the replacement wire and associated labor to replace it will be sent to the renting service office or rep and/or end user
- If glycol or any other type of solution is used, it must be completely removed from the chiller, piping, hoses and pumps including flushing. Any solution left in the chiller and requires disposal and unit flushing will be back charged to the renter or rep
- The rental chiller and pumps are not to be used for systems testing (IE: System Flushing, hydro testing, etc.). Any damaged caused to the rental equipment by such type uses and requires repairs will be backed charged to the renting service office or rep and/or end user for all associated damage to the rental including replacement of the rental equipment

Start Up Note & Maintenance Note:

1. A factory trained technician from Daikin Applied is required to perform startup at each location the chiller is installed.
2. A factory trained technician from Daikin Applied is required perform quarterly preventative maintenance. The cost is included in this proposal.

1 x 210 Ton Chiller package

Chiller Rental Services & Pricing

Equipment To Be Rented	Rental Equipment Serial Numbers
210 Ton	

Equipment Value: **\$215,000.00**

Equipment Use Location: **654 FERRY STREET NEW HAVEN, CT 06513**

Requested Delivery Date: June 05, 2023

Minimum Rental Period: 1 Months

ALL RENTAL AGREEMENTS ARE SUBJECT TO AVAILABILITY

***Daikin Applied hereby rents to the Customer the above equipment under the following terms and conditions:
Daikin Applied may perform its duties and obligations hereunder through its authorized service group or other contracted representative.***

SUMMARY OF RENTAL CHARGES

Rental Rate	\$15,590.00 (\$15590 Per Month)
Freight Charge	\$1,166.67
Start up and commissioning	\$1,520.00
Installation piping, electrical	\$53,580.19
TOTAL ESTIMATED RENTAL AMOUNT	\$71,856.86

FOR EXTENDED RENTAL PERIODS:

Minimum Rental Period: 1 Months

If the equipment is returned prior to the end of the Minimum Rental Period, the Customer shall pay a penalty of 1 additional Months rent not to exceed the Minimum Rental Commitment above.

Chiller Rental Agreement

The rental period commences when the Equipment ships from Daikin Service Department and ends when the equipment returns to Daikin Service Department. The minimum rental period is one week. If at the end of any rental period the customer has not notified Daikin Applied of the intent to return the equipment, the agreement shall, at Daikin Applied's sole option, either automatically be renewed for an additional period or be subject to the default provisions on the following page.

Payment Terms: Rental and other periodic charges shall be invoiced at the end of each rental period. All billable expenses are due upon receipt of invoice.

Thomas Lamb
NEW HAVEN PUBLIC SCHOOLS

Site Address:
654 FERRY STREET
NEW HAVEN, CT
06513

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

Freight: Freight charges are not included in the periodic rental charges. Equipment to be shipped from and returned to Daikin Applied designated storage location with outbound and return freight prepaid by DAIKIN APPLIED. The estimated round trip freight cost, including a 10% handling fee shall be billed to the Customer in the first rental period and the last rental period, in the amount indicated on page 1 of the Rental Agreement.

Delivery/Pick-up: The Customer shall provide a minimum of a 1 week notice to schedule equipment pick up unless otherwise authorized by Daikin Applied.

Daikin Applied shall endeavor to meet scheduled delivery and pick up dates and times but all such dates and times are estimates only. Daikin Applied shall not be liable for any damages for failure to meet such estimates.

Installation and Removal: Unless otherwise specified in the rental agreement, all equipment must be unloaded upon delivery and upon termination reloaded by the Customer. Unloading, rigging, installation, piping, disconnection and electrical work are not included in the rental charge and are the sole responsibility of the Customer.

If contracted for, Daikin Applied will unload, rig, and otherwise install the equipment for the Customer and at the end of the rental period disconnect, rig, load and otherwise remove the equipment from the jobsite for the fee indicated on the obverse.

Installation and removal are one-time charges billed to the Customer in the first and last rental period and include start-up services and the disconnection inspection as indicated on page 1.

Start-Up Service and Disconnection Inspection: If installation and removal are provided by others, start-up services and a disconnection inspection must be performed by Daikin Applied unless otherwise authorized by Daikin Applied. The Customer shall provide a minimum of a 1 week notice to schedule the disconnection inspection.

Start-up services and the disconnection inspection are one-time charges billed to the Customer in the first and last rental period as indicated on page 1.

Equipment Repair and Maintenance: Following a successful equipment start-up, the Customer will be responsible to operate the equipment in accordance with the manufacturer's standard operating procedures, perform routine preventive maintenance (e.g. coil/tube cleaning) and to return it in good working condition, less normal wear.

All repairs to rental equipment must be performed by Daikin Applied. For rentals over one month duration, the Customer shall allow Daikin Applied to inspect rental equipment each month.

Daikin Applied shall provide emergency repair service.

Any repairs or replacements required in Daikin Applied's judgment to make the equipment operate properly due to a defect in the rental equipment provided by Daikin Applied shall be at Daikin Applied's expense.

Any repairs, replacements and/or unusual cleaning required, during or immediately following the rental, required in Daikin Applied's judgment to make the unit operate properly due to improper installation by the Customer, abuse, misuse, or unusual wear will be charged to the Customer at the local prevailing time and material rates.

Other Services: Daikin Applied will provide other services as specified in the attached Quote for the fee indicated on page 1.

Risk of Loss/ Damage to Equipment, (a) Customer shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to Equipment from any cause whatsoever), whether or not insured against, during the Term of each Agreement and until Equipment is returned to Daikin Applied in accordance herein. No such loss shall relieve Customer of the obligation to pay Rent or of any other obligation under the related Agreement.

(b) If any Equipment is lost, stolen or damaged beyond repair, or confiscated, seized or the use and/or title thereof requisitioned to someone other than Customer (any such event being a Total Loss), Customer shall immediately notify Daikin Applied of such event. On the next Rent Payment Date following the occurrence of the Total Loss, at Daikin Applied's option, Customer shall either (i) replace Equipment with equipment that, in Daikin Applied's sole opinion, is of the same manufacture, value, remaining useful life and utility as the replaced Equipment immediately preceding the Total Loss, assuming such replaced Equipment was in the condition required by the Agreement or (ii) pay to Daikin Applied the sum of (A) all Rent due and owing under the Agreement with respect to such Equipment (at the time of such payment) plus (B) the Stipulated Loss Value for the Equipment as of that Rent Payment Date. If Daikin Applied elects to allow replacement of Equipment as set forth in subsection (i) above, Customer shall cause the Supplier of such replacement equipment to deliver to Daikin Applied a bill of sale for such equipment free and clear of all liens and encumbrances, and such replacement equipment shall become Equipment subject to the applicable Agreement. Upon Daikin Applied's receipt of the amounts specified in subsection (ii) above, Customer shall be entitled to Daikin Applied's interest in the replaced Equipment, in its then condition and location, as is and where is, without any warranties, express or implied.

(c) Maintain commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage covering the use and operation of the equipment in the minimum amount of \$1,000,000 per occurrence.

(d) All insurance policies required hereunder shall include terms, and be with insurance carriers, reasonably satisfactory to Daikin Applied. Without limiting the generality of the foregoing, each policy shall include the following terms: (i) all physical damage insurance shall name Daikin Applied and its assigns as loss payee, (ii) all liability insurance shall name Daikin Applied and its assigns as additional insureds, (iii) the policy shall not be canceled or altered without at least thirty days advance notice to Daikin Applied and its assigns and (iv) coverage shall not be invalidated against Daikin Applied or its assigns because of any violation of any condition or warranty contained in any policy or application therefor by Customer or by reason of any action or inaction of Customer. On each anniversary of the Rent Commencement Date during the term hereof, Customer shall deliver to Daikin Applied certificates or other proof of insurance satisfactory to Daikin Applied evidencing the coverage required by this section.

Taxes and Licenses: No license, sales or use taxes are included in the periodic rental rate. The Customer shall pay all taxes associated with the rental and use of the equipment, as well as all license fees and costs.

Default: This agreement is in default when:

- a. any rental charge goes unpaid for a period often (10) days after its due date;
- b. any other breach of this agreement by the Customer goes uncorrected after ten (10) days written notice to the Customer;
- c. any writ or order of attachment, execution like against the Customer is levied on any of the equipment and is not released or satisfied within ten (10) days; or
- d. immediately when a proceeding in bankruptcy, insolvency or receivership is instituted voluntarily or involuntarily by or against the Customer or the Customer enters any agreement or composition with its creditors or is otherwise unable to pay its debts as they become due.

Remedies: In the event of default, Daikin Applied shall have the right to do any or all of the following:

- a. declare due, sue for, and receive from the Customer all rents and other amounts payable under the terms of this agreement as well as all costs and expenses associated with such proceedings including reasonable attorney fees;
- b. disconnect and/or retake possession of any and all equipment with proper notice or other process of law. For such purpose, Daikin Applied may enter upon a premises where the equipment is located and disconnect and/or remove same therefrom with proper notice without being liable to any suit, action or other proceeding by the Customer;
- c. terminate this agreement as to any and all equipment;
- d. terminate any other agreement between Daikin Applied and the Customer; and
- e. pursue any other remedy at law or in equity.

Disclaimer/Liability: Except as provided herein, there are no warranties, express or implied, extended with the agreement. Under no circumstances will Daikin Applied be liable for any consequential, incidental or special damages of any kind, regardless of the legal theory under which advanced.

The Customer is solely responsible for claims, damages or causes of action arising out of or alleged to arise out of the Customer's negligence or willful misuse of the equipment including but not limited to alteration and modification. The Customer hereby agrees to hold harmless, indemnify and defend Daikin Applied against any and all such claims and actions of every nature.

Any liability for property damage, personal injury or death resulting from the failure of any support services/equipment provided by the Customer is the Customer's responsibility.

If a refrigerant leak or inadvertent venting is discovered by the Customer during the rental period, Daikin Applied must be notified immediately. The Customer must also notify any and all local authorities/agencies (e.g. EPA) in accordance with local regulations.

Personal Property/ Liens. Customer represents and warrants that the Equipment is, and shall at all times remain, fully removable personal property notwithstanding any affixation or attachment to real property or improvements. Customer shall at all times keep Equipment free and clear from all liens and encumbrances of any kind or nature other than those created by, through or under Daikin Applied. If, in violation of the foregoing covenant, any prohibited lien or encumbrance shall attach to Equipment, Customer shall (a) give Daikin Applied immediate written notice thereof and (b) promptly, at Customers sole cost and expense, take such action as may be necessary to discharge such lien.