



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 20, 2023
Re: Purchase Order with Daikin Applied Americas, Inc. for chiller replacement 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 07/01/2023	To 06/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$879,741.00	
Funding Source Name: Acct. #:	ARP ESSER III Carryover 2553-6399-56697-0474	
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:

Remove Existing Chiller; Install New Chiller; Demo complete Chiller pump room on 2nd floor
Install new and complete- 4 pumps, 1 air separator, 4 triple duty valves, 8 isolation valves
All new pump trim, 8 vibration isolators, 2 VFD Drives; All new piping and insulation in pump room
and new chiller roof connections. Electrician is to wire in new chiller, pumps, and VFD's
Chiller Startup (2024) Chiller Warranty: 1 Year / 18 Month Standard Parts and Labor Per JCI
All other equipment has a 1yr Manufacture warranty Tucker Mechanical to provide 1yr workman
ship warranty on all equipment installed and supplied Equipment and scope is per IES
Lead times to be determined from purchase date

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 replacement 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 quotes 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>	
Emailed Disclosures are acceptable.	

PROJECT QUOTE



OMNIA[®]
P A R T N E R S

Beecher School Chiller Replacement Project

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

Quote #: Q-17679

Prepared for:

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

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.

Description of Work:

Remove Existing Chiller

Install New Chiller

Demo complete Chiller pump room on 2nd floor

Install new and complete- 4 pumps, 1 air separator, 4 triple duty valves, 8 isolation valves

All new pump trim, 8 vibration isolators, 2 VFD Drives

All new piping and insulation in pump room and new chiller roof connections.

Electrician is to wire in new chiller, pumps, and VFD's

Chiller Startup (2024)

Chiller Warranty: 1 Year / 18 Month Standard Parts and Labor Per JCI

All other equipment has a 1yr Manufacture warranty

Tucker Mechanical to provide 1yr workman ship warranty on all equipment installed and supplied

Equipment and scope is per IES

Lead times to be determined from purchase date

The proposed OMNIA pricing is valid through July 31, 2023. Equipment must be ordered no later than July 31, 2023 to avoid a price increase of 9% that is effective August 1, 2023. Please request an updated proposal after August 1, 2023.

Each of our sub-contractors will be maintaining a consistent project manager who will be represented when appropriate during our project time frame.

Staff and resource planning will be maintained throughout the project through our project communications efforts.

Quote Clarifications, Exclusions, and Exceptions:

Clarifications:

1. This Quote takes precedence over any other written, verbal, or other statements of scope, schedule, and pricing.
2. Daikin Applied is not responsible for any delays or cost as a result of delays incurred due to limited or no access to roads, buildings or equipment required to complete the scope of work provided for in this Quote.

OMNIA Pricing and Payments

Feel free to contact me if you have any questions or concerns regarding the information contained in this Project Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$879,741.00 (Eight Hundred Seventy Nine Thousand, Seven Hundred Forty One dollars and Zero cents)

**Price does not include applicable sales tax*

Quote, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Quote and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

Billing/Payment Terms*: Billed in full upon completion

*All billings are due immediately upon Receipt

Milestone billing

Payments shown below shall be made per the following Milestone billing amounts. Each amount shall be invoiced at the completion of each milestone and shall constitute Customer's acceptance of the Work. All payments are due upon receipt.

This includes the scope of work provided by Daikin Applied as defined in this Quote and per the terms and conditions provided under separate cover.

Billing Milestone Name	Milestone Amount
Equipment/mobilizing	702,180.00
Demo	145,792.59
Start up and Commissioning	31,768.41

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Contractor Agreement

This **CONTRACTOR AGREEMENT** ("**Agreement**"), effective as of _____ ("**Effective Date**"), is made and entered into by and between NEW HAVEN PUBLIC SCHOOLS (hereinafter "**Owner**") and Daikin Applied (hereinafter "**Contractor**").

WHEREAS, Contractor is in the business of providing equipment, labor and/or material, which may involve subcontracting a third party ("**Subcontractors**") to provide labor and material, to perform the scope of work described in **the Quote** No. Q-17679 Dated: 06/06/23 hereto ("**Work**"), and,

WHEREAS, Contractor has offered to perform the Work for Owner with respect to the property located at 654 FERRY STREET NEW HAVEN, CT 06513 (hereinafter "**Property**");

WHEREAS, Owner desires to retain Contractor to perform the Work;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements of the parties, it is agreed as follows:

1. **Work. Subject to credit approval**, Contractor agrees to furnish all labor, materials, tools, equipment, and samples necessary to complete the Work. Contractor acknowledges that in providing such Work, it shall at all times comply with all laws and regulations affecting, Contractor. Owner agrees that Contractor may retain one or more subcontractors ("**Subcontractors**") to perform the Work through a Subcontract Agreement.
2. **Term of Agreement**. Contractor will commence Work on the commencement date ("**Commencement Date**"). Owner will notify Contractor of the Commencement Date in writing by issuing a Notice to Proceed. The Notice to Proceed shall be issued at least fourteen (14) days before the Commencement Date. Upon substantially completing the Work, Contractor shall present a Certificate of Substantial Completion to Owner.
3. **Contract Price**. For full performance of the Work in conformance with this Agreement, Owner shall pay the Contractor the fixed sum specified in **the Quote** hereto ("**Contract Price**"), subject to adjustment per mutual agreement of the parties should the scope of Work change. The Contract Price does not include sales tax.
4. **Milestone Billings/Payments**. Subject to credit approval by Contractor, Contractor will offer a milestone payment plan. Under that milestone plan, Owner agrees to pay Contractor immediately upon receipt of invoice, based on the following billing milestones:

Billing Milestone Name	Milestone Amount
Equipment/mobilizing	702,180.00
Demo	145,792.59
Start up and Commissioning	31,768.41

5. **Relationship of Parties**. Contractor is retained by Owner only for the purpose and to the extent set forth in this Contractor Agreement. Contractor's relationship with Owner shall, during the entire term of this Contractor Agreement, be that of an independent contractor. Contractor, and any employee, agent, servant, officer, director or shareholder of Contractor, shall not be deemed an agent, servant, or employee of Owner.
6. **Compliance with Laws**. Contractor and Owner agree that parties shall comply with all federal, state, and local laws and regulations applicable to its activities under this agreement, including without limitation to the hiring, safety, and taxation of its employees, as well as obtaining and maintenance of any applicable licenses and/or permits as required by all laws and regulations applicable to its activities under this Agreement.
7. **Insurance**. At all times while performing the Work, Contractor shall maintain, at its sole cost and expense, insurance as customary within the industry. If requested Contractor will present a copy of their certificate of insurance.
8. **Indemnification**. It is the parties' obligation to defend and indemnify upon prompt receipt of written notice to defend, indemnify, and hold harmless each other's officers, directors, employees, and agents, from and against those damages, liabilities, claims, and causes of action, for property damage, personal injury or death (including without limitation injury to or death of employees or any subcontractor thereof) (jointly referred to as "Claims"), directly caused by Contractor's negligence, gross negligence, or willful misconduct of the indemnifying party during the performance of the Work.
9. **Default**.

1. A default occurs under the terms of this Agreement if: (a) Contractor substantially fails to perform any of its material obligations under this Agreement; (b) if Owner becomes insolvent, and/or; (c) if Owner fails to tender payment to Contractor under this Agreement for thirty (30) days after the date such payment is due (together "Event of Default").
2. Upon the occurrence of an Event of Default, the non-breaching party shall provide written notice to the breaching party ("Notice of Default"). Upon receipt of the Notice of Default, the breaching party shall immediately correct the default. If the breaching party fails to correct the default for thirty (30) days after receipt of the Notice of Default, or fails to provide evidence that appropriate corrective action is in reasonable process, the non-breaching party may terminate this Agreement upon written notice ("Notice of Termination"). The parties shall have any legal remedies at their disposition, as allowed by local law.
10. **Termination.** Absent an uncured Event of Default, this Agreement may only be terminated only by the consent of the parties.
 1. The termination shall be evidenced by: (a) execution of a single writing; (b) signed by Contractor and Owner; (c) that specifically identifies this Agreement, and (d) states that Owner and Contractor terminate this Agreement as of a specified date ("Termination Agreement").
 2. Prior to execution of the Termination Agreement, Contractor shall present Owner with an Application for Payment for actual Work rendered under this Agreement as of the date the parties intend to execute the Termination Agreement, and Owner shall pay Contractor the amount requested in the Application Payment contemporaneously with the parties execution of the Termination Agreement.
11. **LIMITATION OF LIABILITY: NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, DELAY, LIQUIDATED, SPECIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUE, PROFITS, GOODWILL, OR OTHER BUSINESS INTERRUPTION DAMAGES, THAT ARISE OUT OF OR RELATED IN ANY WAY TO THEIR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED ON STATUTE, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER CLAIM OR THEORY OF RECOVERY OR LIABILITY WHATSOEVER, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN OR NOT.**
12. **Warranty.** All equipment furnished hereunder is provided with the manufacturer's warranty as the exclusive warranty for such equipment. Contractor provides such warranty as a pass-through to Owner. The manufacturer's warranty for equipment manufactured by Daikin Applied and Daikin North America are attached hereto and incorporated herein by this reference. The Contractor agrees to perform Work in a manner which is in accordance with industry standards for the operation, appearance, and public perception established by those engaged in a business similar to that of Contractor. Subcontractor Agreements will contain warranties that Subcontractors will perform the Work in a similar manner. Valid for one year from completion of the Work.
13. **Asbestos and Hazardous Materials.** In the event Contractor encounters asbestos, lead and/or other hazardous materials, Contractor will stop work and notify Owner, and shall have the right to suspend its work at no penalty to Contractor until such products or materials and the resultant hazards are removed. Completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. Owner shall remediate any asbestos, lead or other hazardous materials at Owner's expense, and shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, upon, beneath, about or inside Owner's equipment or property, shall bear title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, and shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Owner shall defend, indemnify, reimburse and hold harmless Contractor and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such indemnified parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, in connection with the services performed hereunder. Contractor reserves the right to engage others in a subcontractor status to perform the work hereunder.
14. **Confidentiality.** Owner agrees to keep confidential and use its best efforts to cause any sales representative and employees to keep confidential all trade secrets, proprietary, and confidential information (hereinafter "Confidential Information") related to Daikin Applied and safeguard all Confidential Information from disclosure or use by any person directly or indirectly under Owner's control. Confidential Information does not include (i) information which is in the public domain other than through a breach of this clause and (ii) information which was received by Owner independently of

Daikin Applied. Neither expiration nor termination of this Agreement for any reason shall release Owner from the obligations of this Section.

15. **Notices.** Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (b) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (c) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to Contractor:

Daikin Applied Americas Inc.
Attn: Legal Department
13600 Industrial Park Blvd
Plymouth, MN 55340

If to Owner:

NEW HAVEN PUBLIC SCHOOLS
Attn: Thomas Lamb

654 FERRY STREET NEW HAVEN, CT 06513

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

- 16. **No Waiver.** A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of said party's rights under any other provision.
- 17. **Severability.** If any provision hereof is deemed to be invalid or unenforceable under applicable law, the remaining provisions of this Agreement shall continue to be enforceable.
- 18. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, except conflicts of law which may require the application of another jurisdiction's laws.
- 19. **Miscellaneous.**
 - 1. Force Majeure. Notwithstanding anything to the contrary contained in the Agreement, Daikin Applied shall have a reasonable opportunity to cure any alleged unmet performance obligations thereunder. Additionally, in the event either party is delayed in its performance due to causes outside its reasonable control, the time for such party's performance will be extended for a period of time reasonably necessary to overcome the delay.
 - 2. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties with respect to the Work and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. No modifications or alterations shall be made to this Agreement unless in writing and agreed upon by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, the corporate parties by their officers duly authorized.

OWNER:

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

CONTRACTOR:

Daikin Applied Americas
13600 Industrial Park Boulevard
Plymouth, MN 55441

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:

