


REQUEST FOR BOARD ACTION

To: ESD Board of Education
From: ESD Finance Director, Ron Patera 
Date: May 14, 2019
Business Date: May 20, 2019
Subject: HVAC Software Upgrade Projects

RECOMMENDATION:

Approve agreement with Setpoint to upgrade the District's HVAC controls, install analytics to monitor the HVAC unit's efficiency, replace obsolete and poorly performing equipment to improve efficiency and install an alarm to the SHE well to notify district personnel when the equipment has gone offline.

BACKGROUND AND FINDINGS:

As the Master Plan points out, the HVAC controls at EHS, RCE and SHE are no longer supported by the manufacturer and should be replaced. Additionally, there are four control units at EHS and SHE that are no longer functioning and need to be manually changed by district staff by climbing onto the roof to make these changes. The installation of the analytical software will increase equipment performance and improve student and staff comfort.

FISCAL IMPACT:

The total cost of the project, without change orders will be \$71,509.

**Contractor Agreement
between
Elizabeth School District
and
Setpoint Systems Corporation**

Provider Name ("Provider"): Setpoint Systems Corporation

THIS INDEPENDENT CONSULTING/CONTRACTOR AGREEMENT ("Agreement") is made and entered into as of the date set forth below by and between Elizabeth School District ("District"), located at 634 S. Elbert Street, PO Box 610, Elizabeth, Colorado 80107, and Provider for the provision of services to the District.

WHEREAS, the District has determined that there is a need for the Provider's services specified below in this Agreement; and

WHEREAS, the goal of the Agreement is to secure services from a person or entity with a high degree of professional skill for the benefit of the District; and

WHEREAS, the District has determined that the Provider is qualified to provide services to the District, and will agree to perform and carry out the services in a good and professional manner as outlined in this Agreement.

THEREFORE, in consideration of the foregoing recitals, incorporated by this reference, and their mutual promises, the parties agree as follows:

1. Term: Subject to earlier termination by the District as provided herein, the Term of this Agreement shall commence as of June 1, 2019 or the date the parties execute this Agreement, whichever is later, and continue through the successful completion of the Services, which Provider acknowledges and agrees should occur on or before August 1, 2019. The Consultant understands and agrees that the District shall not be liable for payment of work or services nor for costs or expenses incurred by the Consultant prior to the proper execution and District approval of this Agreement.

2. Scope of Services: The Provider shall perform the following services, which hereinafter shall collectively be referred to as the "Services:"

a) Description of the Services to be provided:

Provider's proposal for work to be completed is incorporated herein as Exhibit A; provided however, that if any terms set forth therein are ambiguous or conflict with this Agreement or any other addenda attached to and incorporated into this Agreement, then this Agreement and Addenda C, D and E shall have priority of interpretation and the terms set forth within the Agreement and Addenda C, D, and E shall control.

3. Addenda: Items checked below are incorporated herein by this reference and, by initialing below, Provider acknowledges receipt of the applicable Addendum/Addenda:

☐ If this Agreement is a contract for the provision of construction services, then **Addendum C** is hereby attached to and incorporated herein by this reference.

Initials

☐ If the Provider will have access to student and personnel data, then **Addendum D** is hereby attached to and incorporated herein by this reference.

Initials

☐ If the Provider will be creating intellectual property on the District's behalf, then **Addendum E** is hereby attached to and incorporated herein by this reference.

Initials

4. **Standards:** Provider shall perform all Services in a diligent, safe, and workmanlike manner, using its best skill and judgment pursuant to the highest standards of the profession for the Services. Provider represents that the work performed will be in conformance with all applicable laws, statutes, rules, regulations, ordinances, codes and orders of any governmental bodies, agencies, authorities and courts. If Provider's performance does not conform to such standards and District notifies Provider of same, Provider agrees to immediately take all action necessary to remedy the nonconformance. Any costs incurred by Provider to correct such nonconformance shall be at the Provider's sole expense.

5. **Contract Price and Payment Provisions:** The Provider shall perform the Services for the total contract price of \$71,509("Contract Price"). Unless otherwise expressly stated in this Agreement, all necessary labor, licenses, materials, supplies, equipment, reimbursables, and other items necessary to complete the Services shall be part of and not in addition to the Contract Price. The District will process the Provider's payment within forty-five (45) days from the receipt of a valid invoice. The invoice shall include: (i) the date(s) Services were rendered; (ii) a detailed description of the Services performed; (iii) names of the individuals providing Services; (iv) hours worked; (v) billing or compensation rate for the Services; (vi) all other direct expenditures allowable within the Contract Price; and (vii) if a "fixed price" contract, applicable milestones achieved and related progress payments earned. Unless otherwise agreed by District, payments shall be made in the full value of the Services performed, less five percent (5%) of such value and less the aggregate of any previous payments, which amount shall be retained until completion and acceptance of all Services. Final payment to Provider will be made after publication of notice of final settlement in accordance with the provisions of C.R.S. §38-26-107. Provider warrants and guarantees that upon final payment, title to all work, materials, and equipment shall pass to District.

Provider shall send the invoice to:

Elizabeth School District
Attention: Ron Patera
634 S. Elbert Street, PO Box 610
Elizabeth, Colorado 80107

6. **Independent Contractor:** The Provider understands and acknowledges that this Agreement is a contract for services and that an employee-employer relationship does not exist between the Provider and the District. The Provider shall perform all Services using its judgment and expertise as an independent contractor and not as an employee of the District. Neither the Provider nor

any agent or employee of the Provider shall be an agent or employee of the District nor shall any of them have any authority, express or implied, to bind the District to any agreement or incur any liability or obligation attributable to the District. **The Provider acknowledges that it is not entitled to workers' compensation or other benefits from the District and that the Provider is obligated to pay federal and state income tax on any moneys earned from the District pursuant to this Agreement.**

7. Use of Work Product and Infringement Claims: To the extent Provider creates any work product, including without limitation, Provider's notes, memoranda, photographs, spreadsheets, drawings, reports, data, submittals, and designs or plans or similar materials relating to the Services (collectively "Work Product"), said Work Product shall be delivered to the District upon the earlier to occur of the completion of the Services, termination of this Agreement by either party or material breach of this Agreement by Provider. Work Product shall become the property of the District, and may be used by the District for any purpose. The Provider shall defend and indemnify District from and against all suits, causes of action, or claims for infringement of any alleged patent rights, copyright, or trade secrets arising out of District's ownership or use of Provider's Work Product and shall indemnify the District from loss or liability on account thereof and shall pay any judgments or fees resulting therefrom, including, but not limited to, royalties, license fees, and attorneys' fees.

8. Special Provisions: Items checked in this Section are hereby incorporated into this Agreement as terms thereof:

☒ **Workers Compensation Insurance** shall be maintained to comply with Colorado statutory provisions, including any required flow down, occupational disease provisions for all employees to comply with Colorado statutory requirements, and employer's liability, which must have limits of at least: \$100,000 per accident, \$100,000 disease, each employee and \$500,000 accident/disease policy limit. Such policy shall contain a waiver of subrogation in favor of the District. The Provider shall also require each subcontractor to furnish workers' compensation insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Provider accepts full liability and responsibility for subcontractors' employees.

☒ **Professional Liability Insurance** shall be maintained with coverage limits for each occurrence or claim of \$2,000,000, if professional services are provided under this Agreement.

☒ **Comprehensive General Liability Insurance** shall be maintained to protect the Provider from all claims for bodily injury, including death and all claims for destruction of or damage to property, including loss of use therefrom, arising out of or in connection with any operations under this Agreement, whether such operations be by the Provider or by any subcontractor under it or anyone directly or indirectly employed by the Provider or by a subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form:

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Personal Injury	\$1,000,000

This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess and not contributory insurance to that provided by the Provider.

☐ **Comprehensive Automobile Liability Insurance** shall be maintained including coverage for liability arising out of any auto (including owner, hired, and non-owned autos), and including coverage for all power mobile equipment used by the Provider on District property, with a combined single limit of \$1,000,000/person, \$1,000,000/accident, and \$1,000,000/property damage. Such insurance shall include a waiver of subrogation in favor of the District. This policy shall be primary insurance, and any insurance carried by the District, its officers, or its employees, or carried by or provided through any insurance pool of the District, shall be excess and not contributory insurance to that provided by the Provider.

☒ **Certificates of Insurance** must be submitted to the District before starting work. Insurance certificates must show coverage of all checked insurance requirements, must contain an endorsement naming the District, the District's officers, board members and employees as additional insureds. All coverages required herein shall be continuously maintained through the Term of this Agreement, including any warranty periods, to cover all liability, claims, demands, and other obligations assumed by Provider pursuant to Section 9(b) of this Agreement. If the expiration date of the insurance certificate is prior to final completion, the Provider shall provide a new certificate of insurance prior to thirty (30) days from the expiration of the current policy. In case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Such coverages shall be procured and maintained with forms and insurers acceptable to the District. Receipt, review or acceptance by the District of any insurance policies or certificates of insurance required by this Agreement shall not be construed as a waiver or relieve the Consultant from its obligation to meet the insurance requirements. Provider shall require that all of its agents and subcontractor also comply with these insurance requirements. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of Provider.

☒ **Warranties.** The Provider warrants that the Services shall be performed in a good and workmanlike manner and shall be suitable and fit for the purposes for which they are intended. All materials and workmanship are guaranteed to be free of defects for one (1) year from the date of beneficial use or twelve (12) months after materials are delivered and/or workmanship has been completed, whichever comes first, unless otherwise specified herein. Neither the final estimate or payment, nor any provision in this Agreement shall relieve Provider of responsibility for faulty materials or workmanship and, unless otherwise specified, Provider shall remedy any defects due thereto and pay for any damage to other property resulting therefrom, which appear within the periods specified herein. Complete maintenance/warranty data are to be submitted to the District for review at the completion of the Services and prior to final settlement. These warranties shall be in addition to and not in lieu of all other remedies available to the District.

☐ **Internet Use.** It has been determined that the Provider will have access to the District's Internet resources in the performance of Services. Provider and every employee, contractor or agent working for Provider who will have access to the District Network must sign and return a "Provider's Internet Use Agreement." Misuse or inappropriate use of the District Network will constitute a material breach and will be grounds for immediate termination of the Agreement.

☐ **Background Investigations and Finger Printing.** Provider and any employee, contractor, agent or other representative of Provider whether or not in paid status must agree to be finger printed and submit for a background investigation if that Provider and/or employee, contractor, agent or other representative of Provider will provide direct services to District students or will have unsupervised access to any District student while performing the Services under this Agreement. The background check shall be required only for those persons who have regular, but not incidental, contact with students at least once a month.

☐ **Colorado PERA Retiree.** In accordance with C.R.S. § 24-51-1101, the District will notify the Colorado Public Employees' Retirement Association ("PERA") of any PERA retiree working as a consultant to the District in an individual capacity or of any entity owned or operated by a PERA retiree or affiliated party. PERA Rules define affiliated party to include: (i) any person who is a named beneficiary or co-beneficiary on the PERA account of the retiree, (ii) any person who is a relative of the retiree by blood or adoption to and including parents, siblings, half-siblings, children and grandchildren, (iii) any person who is a relative of the retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, step siblings, and spouse's siblings, and (iv) any person or entity with whom the retiree has an agreement to share or otherwise profit from the performance of services for PERA employer by the retiree other than the retiree's regular salary or compensation. If, as a result of PERA evaluation, it is determined by PERA that PERA withholding is required, the employer contribution rate will be paid by the District directly to PERA. The Provider shall also be responsible for submitting information directly to PERA. The required disclosure, "Disclosure of Compensation for Service provided through an Affiliated Party," and additional information for PERA retirees working after retirement can be found at www.copera.org.

Provider represents and warrants that he/she/it (*select one*) is _____ is not _____ a PERA retiree working as a consultant to the District in an individual capacity or of any entity owned or operated by a PERA retiree or affiliated party. Provider agrees to indemnify the District for all liability incurred in any errors in reporting under this Section.

9. General Provisions:

a. **Insurance Requirements.** Notwithstanding any other provision of this Agreement, failure on the part of Provider to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Agreement for which the District may immediately terminate this Agreement or, at its discretion, the District may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all money so paid by the District shall be repaid by the Provider to the District upon demand, or the District may offset the cost of the premiums against any money due to the Provider from the District. Any and all deductibles or self-insured retentions contained in any insurance policy shall be assumed by and at the sole risk of Provider.

b. **Indemnity and Hold Harmless.** The Provider shall indemnify, hold harmless, and defend the District, including but not limited to its employees, agents, board members, officers, and representatives, from and against any and all claims, damages, losses, demands, actions, debts, liabilities, and expenses, including attorney's fees incurred, arising out of, claimed on account of, or in any manner predicated on the performance of the Services provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the work performed and including the loss of use resulting therefrom, and

only to the extent that it is proximately caused in whole or in part by any negligent or intentional act or omission or breach of contract of Provider, any sub-consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

c. **Licenses, Taxes, Permits, and Fees.** The Provider shall obtain, at its own expense, all licenses and permits and pay all applicable taxes and fees, in the execution of the terms of this Agreement, including but not limited to excise tax, federal and state and local income taxes, payroll and withholding taxes, unemployment taxes, and worker's compensation payments for its employees, and shall indemnify and hold the District harmless for all claims arising under such taxes and fees.

d. **Nondisclosure of Confidential Information.** The Provider will not disclose to any third person or entity any records or writings of the District, its employees or students, regardless of the form, that are protected by state or federal law and that may come into the Provider's possession.

e. **Changes/Amendments.** At any time, by written order, the District may make changes in or additions to the Services to be performed under this Agreement, issue additional instructions, require modified or additional work or services within the general scope of the Agreement, or vary the amount of District-furnished property. If the Provider believes that any changes cause any increase or decrease in the cost of, or in the time required for, performance of Services under this Agreement, an equitable adjustment may be made in the Agreement price or term of performance, or both, and the Agreement will be modified in writing accordingly. Any claim by the Provider for adjustment under this clause must be asserted within ten (10) calendar days from the date of receipt by the Provider of the notification of changes; provided, however, that the District, if it decides that the facts justify such action, may receive and act on any such claim asserted at any time prior to final payment under this Agreement. Failure to agree to any adjustment will be a dispute concerning a question of fact within the meaning of the clause of this Agreement titled "Disputes." However, nothing in this clause excuses the Provider from proceeding with Agreement as changed, and it is limited to proceeding with its appeal pursuant to the Section titled "Disputes," below. Other than written change directives or orders issued pursuant to this Section, no amendment, change or modification to this Agreement shall be effective or enforceable unless it is in writing and executed by each party.

f. **Disputes.** In the event that any dispute between the parties arises out of this Agreement, the parties shall meet and confer in good faith to resolve such dispute. In the event such efforts do not resolve the dispute within fifteen (15) days from the date the dispute arises, the District may elect to submit the dispute to the mediation before the Judicial Arbiter Group or other independent mediation service. This provision shall survive termination of this Agreement. This provision shall not be considered an election of remedies. The District may elect to pursue litigation for any dispute arising under this Agreement at any time.

g. **Immunities.** The District retains all of its rights, immunities, and protections provided under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*

h. **Termination for Convenience.** Upon written notice, the District may terminate this Agreement in whole or in part if it determines, in its sole discretion that a termination is in the District's best interests. After notice of termination has been given, the Provider shall stop work on the cancellation date specified in the notice. The District will conduct an audit to determine Provider's reasonable costs expended to the date of cancellation, or the District may determine the Provider's cost

based on a schedule of values or exact cost of any work performed. The Provider will not be reimbursed for any anticipated profit.

i. **Termination for Cause.** This Agreement may be terminated by the District upon not less than five (5) days' written notice should the Provider fail to perform in accordance with the terms of this Agreement through no fault of the District. The Provider shall not terminate this Agreement, without the written consent of the District, other than for nonpayment as provided below in this Subsection. In the event of termination for convenience or cause, the Provider shall deliver to the District all Work Product. If the District fails to make payment when due, the Provider may, upon ten (10) days' written notice to the District, suspend performance of Services. Unless payment is received by the Provider within (10) days of the date of the notice, the suspension shall take effect without further notice.

j. **Force Majeure.** The District may delay delivery, performance or acceptance occasioned by causes beyond its control. The Provider shall hold goods or delay performance at the direction of the District and shall deliver goods or perform Services when the cause affecting the delay has been removed. The District shall be responsible only for Provider's direct additional costs in holding the goods or delaying performance of this agreement at District's request. Causes beyond District's control shall include government action or failure of the government to act where such action is required, strike or labor disputes, fire or unusually severe weather.

k. **Nondiscrimination.** The Consultant shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability, or other protected status.

l. **Illegal Aliens.** The Provider certifies that it shall comply with the provisions of C.R.S. § 8-17.5-101 *et seq.* The Provider shall not knowingly (i) employ or contract with an illegal alien to perform work under this Agreement, (ii) enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement, or (iii) enter into a contract with a subcontractor that fails to contain a certification to the Provider that the subcontractor shall not knowingly employ or contract with a subcontractor that fails to contain a certification to the Provider that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

m. **Claims.** Provider shall pay, satisfy, and discharge all claims, charges, or other impositions of any nature or kind imposed on Provider arising out of or in connection with the Services performed or provided hereunder and shall hold harmless and indemnify the District from any such claims.

n. **Compliance with Law and District Policy.** Provider shall abide by all laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services, including without limitation those applicable provisions of the Occupational Safety and Health Administration ("OSHA"). Provider shall abide by all District policies and procedures, including without limitation, those related to the prohibited use and/or possession of alcohol, tobacco or firearms on District grounds. Provider shall at all times strictly enforce this prohibition among its own employees, agents or subcontractors and their employees, agents or subcontractors.

o. **Safety, Health and Accident Reports.** The safety and health of Provider, Provider's employees and agents brought on District property, will be the sole responsibility of Provider. The Provider shall take all necessary precautions to ensure the safety of all employees and other persons who may be affected by the Provider's Services. Provider will report all accidents, injury-inducing occurrences or property damage arising from the performance of Services as soon as reasonably practical. District will have the right to receive, at its request, copies of any reports filed with Provider's insurer or others. Provider's employees and agents on District property will comply with all plant rules and regulations.

p. **Sales and Use Taxes.** The District is exempt from the payment of any state, and most municipal, sales and use taxes for materials, supplies, and equipment used in the performance of Services. The Provider shall not include any of these taxes in any charges or invoices to the District.

q. **Records and Audits.** Provider will maintain complete and accurate records of all charges incurred by District under this Agreement, in accordance with generally accepted accounting principles, for a period of twenty-four (24) months from the date of termination of the Agreement. District will have the right to inspect Provider's records upon reasonable notice and to retain copies thereof.

r. **Governing Law/Venue.** The laws of the State of Colorado shall govern the performance and interpretation of the Agreement. Venue for any dispute concerning the Agreement shall be exclusively in the federal court located in Colorado or the state court located in Elbert County, Colorado.

s. **No Assignment.** This Agreement may not be assigned by the Provider without the District's prior written consent.

t. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, or pre-paid first-class certified mail, return receipt requested, addressed to the respective party at the address set forth in the first paragraph of this Agreement or to such other addresses as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (i) on the date delivered if by personal delivery, or (ii) three (3) days after postmark if mailed as provided in this Section.

u. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.

v. **Execution of Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior understandings, agreements, or representations by or between the parties, whether oral or written, that in any way relate to the subject matter of this Agreement. Execution of this Agreement constitutes a representation by the Provider that to the best of the Provider's knowledge no conflict of interest exists between the District representative and the Provider or its employees and agents. Provider represents that it has full authority under applicable law to execute and deliver this Agreement.

w. **Amendments to Agreement.** No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.

x. **Interpretation.** This Agreement shall control with respect to the Services described herein. This Agreement shall not affect the interpretation or validity of the parties' prior agreement or any other agreements referred to therein.

y. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District.

z. **Counterparts.** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

aa. **Binding Agreement.** This Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns. The Provider represents that it has full authority under applicable law to execute and deliver this Agreement and to perform obligations under this Agreement.

bb. **Severability.** If any provision of this Agreement is ruled to be invalid or illegal, such ruling shall have no effect upon the remaining provisions, which shall be considered legally binding and given full effect.

IN WITNESS WHEREOF, the undersigned agree to be bound by the terms and conditions of this Agreement:

Board of Education
Elizabeth School District

Setpoint Systems Corporation

By: _____
President, Board of Education

By: _____

Date: _____

Date: _____

ATTEST:

By: _____
Secretary, Board of Education

Date: _____

Exhibit A

PRICING SUMMARY

Base Price: enteliWEB Upgrade, graphics conversion	Price without TSA	Price with TSA
Setpoint to provide controls as specified in this proposal	\$12,620	\$9,654
Base Price: CopperCube Installation	Price without TSA	Price with TSA
Setpoint to provide controls as specified in this proposal	\$5,106	\$4,026
Base Price: Elizabeth High School KMC Replacement	Price without TSA	Price with TSA
Setpoint to provide controls as specified in this proposal	\$16,987	\$13,672
Base Price: Spring Hill Elementary KMC Replacement	Price without TSA	Price with TSA
Setpoint to provide controls as specified in this proposal	\$19,308	\$15,837
Base Price: Well Monitoring	Price w/o TSA	Price w/ TSA
Setpoint to install integrate well pump alarm into the DDC	\$1,890	\$1,504

Total w/ TSA: \$44,693

If all options selected -5% = \$2,235

Total w/ Deduct: \$42,458

Kaizen Analytics: \$21,863

Technical Support Agreement (TSA 3 Year): \$7,188

Total with all Construction jobs, Kaizen Analytics, and TSA: \$71,509.00



collaborative solutions. unmatched training.

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collaborative solutions. unmatched training.

Lloyd Nelson

Elizabeth School District
Operation, Maintenance &
Facilities Coordinator

Subject: Kaizen Analytics Implementation RM2019010008

Dear Lloyd,

Thank you for the opportunity to submit this proposal to implement the CopperTree Kaizen Analytics within the Elizabeth School District

As you discussed, the school district has three schools; Running Creek Elementary, Spring Hills Elementary, and Elizabeth High School. The biggest issue you have is not having enough maintenance managers to cover these buildings. Because of this, Mark is constantly putting out fires and doesn't have the time to work on improving building performance. More times than not, you are fixing a problem after it has caused a disturbance.

The goal of implementing Kaizen Analytics at Elizabeth High School is to improve student comfort, prolong equipment life, improve your maintenance staff's efficiency; all while saving money on energy.

- Coppertree has never had a project that did not show a positive ROI in less than 2 years- Most are in weeks.
- Move away from scheduled maintenance to predictive maintenance.
- An average of 60% in HVAC maintenance labor savings.

Again, thank you for the opportunity to submit this proposal. If you have any questions, or require further information, please do not hesitate to contact me.

Sincerely,

SETPOINT SYSTEMS CORPORATION

Ben Grover
Service Account Manager

ROCKY MOUNTAIN: 8167 SouthPark Circle, Littleton, CO 80120 (303) 733-2300
CALIFORNIA: 1370 Reynolds Ave., Suite 103, Irvine, CA 92614 (949) 271-2837
MINNESOTA: 1831 - 121st Street East, Burnsville, MN 55337 (612) 259-3440

24/7 service 1-800-372-8837
www.setpointsystems.com
info@setpointsystems.com

EXECUTIVE SUMMARY- KAIZEN ANALYTICS

Kaizen is a powerful analytics engine that translates your building's output data into the meaningful reports and alerts your team needs to take action.

The goal of implementing Kaizen Analytics at Elizabeth School District is to accomplish the following:

- Save money by spending less on energy- An average of 18% can be realized through improvements in energy efficiency in buildings. Kaizen provides energy managers with the tools they need to make the best decisions to increase your building's energy efficiencies, prolong the life of your mechanical equipment, and helps to more efficiently target your maintenance team to problem areas.
- Do more work with less people- An average of 60% in HVAC maintenance labor savings. Fault Detection allows you to easily direct your maintenance team to problem areas to more efficiently maintain your building. Fault detection and diagnosis, can detect and diagnose when and why equipment is not operating as efficiently as it should.
- Avoid Data-overload- Kaizen translates your building's automation system into meaningful reports and gives your team actionable insights to quickly pinpoint and fix issues immediately. No more spending time reviewing large amounts of data to determine what and where the problem is.
- Showcase your building- prove that your building is doing what it was designed to do. Once your building is operating at a level that is optimal to you, set the Golden Standard, which can be used as a baseline. The goal here is continual improvement! Once the Golden Standard is set, it can immediately notify you when anything changes and what that impact will be in real cost, tenant comfort, and energy impacts.
- Virtual meters- Kaizen Energy allows you to create a virtual energy meter on any device within your building for a substantially lower cost than a physical meter. These meters provide information to organized dashboards with vital information on your energy consumption for tracking and reporting.

This program gives you the opportunity to generate energy savings, help with continuous commissioning, increase efficiency, prolong equipment life and reduce maintenance costs, thereby maximizing the effectiveness of your time, people and budgets. The primary focus of the following proposal is to provide a turnkey solution to allow Elizabeth School District to have the insight, analytics, and reports so your mechanics and facility managers know exactly what needs attention now.

PRICING SUMMARY:

Description: Kaizen Analytics Implementation	Price
1. Implementation of analytics including Rules, Reports, Meters, and Insights. Specific rules and reports to be implemented will dependent on BACnet Trend Logs and Object data available in the existing BAS. Setpoint will ensure that all required BACnet data from the BAS connected to Kaizen is transmitted correctly. 2. Implementation Handoff Meeting	\$21,863.00

Description: Kaizen SaaS License	Price
Yearly SaaS Fee	1 st year included

Description: Managed Services	Price
Setpoint Systems and CopperTree Building Application Engineering managed services for deep, technical analysis and investigation of all building systems operation. The results of this investigation will be communicated via reporting on monetized findings, indicating: building systems faults, operational faults and energy conservation measures. The first year will include one hour monthly review meetings.	1 st year included

Description: Permission to use CopperCube	Price
Access to existing CopperCube required	Included

*SaaS License is a fixed annual fee of \$4,464.00 beginning one year after implementation. This cost could be incorporated into your Technical Support Agreement (TSA).

*Managed Services starting in year two can be ramped up or down based on your preference. This cost could be incorporated into your Technical Support Agreement (TSA).

PROJECT DESCRIPTION:

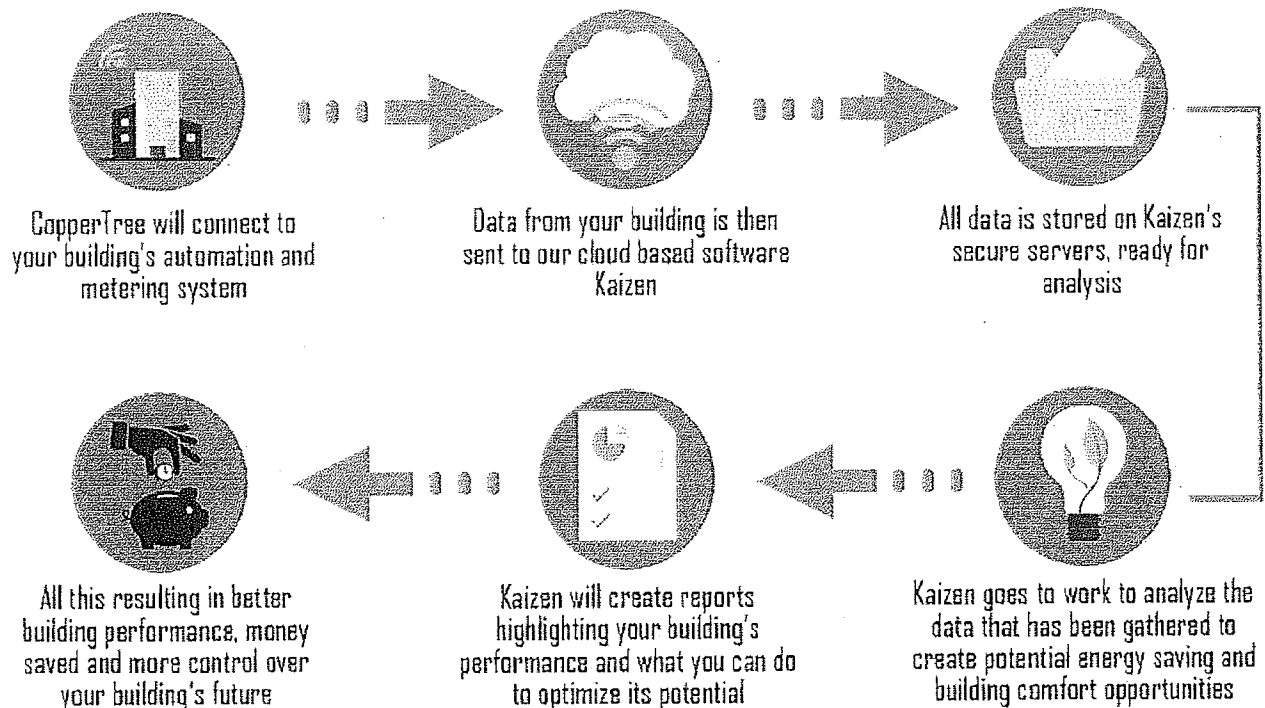
Thank you for the opportunity for us to submit a proposal for Kaizen Analytics. This program gives you the opportunity to generate energy savings, increase efficiency and reduce maintenance costs, thereby maximizing the effectiveness of your time, people and budgets.

DELIVERABLES:

Setpoint Systems and ESD agree to the following:

- This proposal applies to the existing Controls system located at Elizabeth High School, Spring Hills Elementary and Running Creek Elementary.
- SETPOINT will provide a set of rules, reports and applicable features of its Kaizen product defined below
- SETPOINT will ensure all necessary trend logs are collected correctly in the CopperCube
- SETPOINT will work with Elizabeth School District to ensure reports and insights are sent to the appropriate users
- SETPOINT will provide technical support, and access to support documentation and training webinars for as long as you maintain your Kaizen subscription
- SETPOINT will provide onsite and remote support as needed during the initial implementation

HOW KAIZEN WORKS:



COMPONENTS OF KAIZEN INCLUDED:

1. Trend Log Vault:

Stores all selected Trend Logs in secure, cloud-based storage; viewable in Kaizen.

2. Device Backup Vault:

Secure backup of all controller databases in secure, cloud-based storage (requires enteliWEB to restore).

3. Fault Detection and Diagnostics:

FDD insights are logic rules that execute against one or more trendlogs on a continuous basis in order to uncover problems in the BAS, such as determining if systems, equipment, or devices are running properly, or confirming that energy consumption is within targets. Acting on this information can improve building performance, increase tenant comfort, and improve energy efficiency.

4. Golden Standard:

The Golden Standard is a means of ensuring that the only object properties in a building's BAS that change are those that are desirable. CopperTree creates a baseline of the BAS configuration after completion of a Performance Improvement Program, and then compares this with a daily snapshot of all BACnet objects and each of their properties and values. Differences between the daily snapshot and the baseline are flagged as insights and logged. High priority insights can be emailed to multiple addressees. Desirable changes can be 'promoted' to become the new Golden Standard with the click of a button.

5. Infrastructure Insights:

Infrastructure Insights are FDD rules that run with minimal or no setup. Examples include Controller low memory, Controller high reset count, Controller low scan rate and Controller time/date problem. Daily or weekly Infrastructure Insights "digests" can be scheduled and sent to users.

6. Energy:

Monitor and review energy performance of the system through physical and virtual meters to see how BAS performance impacts energy consumption. Kaizen provides energy consumption and demand management through easy to understand dashboards and reports. Virtual metering allows for energy monitoring of systems without the need for costly physical meters. Standard analytic functions include normalization of data for time of day, occupancy, square footage, and outside temperature. The service is completely flexible by providing a programming user interface that supports formation of a set of mathematical, statistical or logical rules (functions). These rules are performed upon meters or trend logs by drag and drop and 'wire and plug' connection of trend logs to functions. A community library exists of existing rule-sets, which can be replicated, modified, and connected to multiple similar control devices via a simple copy and paste process.

7. Reporting:

Reporting is an inherent feature of the system. Important alerts can be sent to selected individuals via email immediately. Summary reports can be sent via email on a daily, weekly, or monthly basis. Reports can be created from a library of standard reports, or custom reports can be created. Data is always available through a web browser as individual charts, multiple charts or combined charts and data. Dashboards and charts can be selected from a library of standard reports, or custom dashboards can be created by users.

SYSTEM DETAILS:

Systems	Quantity
AHU	8
Heating System Small	9
RTU	28
Unit Ventilators	9
MUA	8
Exhaust Fans	31
Fan Coils	4

COPPERCUBE:

The CopperCube collects device backup information and BACnet objects and collects and stores Trend Logs are then forwarded to Kaizen Vault for secure redundant storage of this key information. BACnet objects are forwarded to Kaizen's Golden Standard engine for monitoring and reporting of any changes.

This project includes access to existing (1) Large CopperCube in panel.

SECURITY:

GUI security. CopperCube GUI access is via a web browser. The CopperCube does not need to be exposed to traffic outside of the client's IT network. The GUI is password protected through three default accounts and unique passwords are assigned during manufacturing. The GUI is divided into unsecured and protected pages. Protected pages can only be accessed by the three accounts, and public pages only contain sufficient data for a non-administrative user to determine if the CopperCube is operating correctly.

OS Security. The CopperCube OS is Linux Ubuntu and can be accessed via a remote terminal (SSH on port 22) or via a local keyboard and monitor. The OS is protected with a device unique password and contains only one user account with root permission. This user account is only for the manufacturer's technicians to use when troubleshooting, and is not accessible by anyone else.

API Security. CopperCube also provides an API to retrieve stored trend log (TL) data from the CopperCube. The API uses HTTPS on port 443 or HTTP on port 80. It also uses session-based authentication to ensure that only clients with the proper credentials can access the API.

Network Security Requirements. Clients can use their own VPN and encryption technologies. The data center LAN provides:

- 10 Gbps capability to every cabinet device within the facility
- No single point of failure
- All customer data traffic isolated on private VLANs within the GigaCenter, switching with separate layer 3 routing interfaces created per VLAN at the core routing layer
- No layer 2 traffic is carried between VLAN's and logical 2 VLAN segments are never shared between clients

Cloud Service Security Requirements. CopperTree Analytics has partnered with Amazon Web Services for hosting.

- Provides separation of the data traffic at layer 2
- Each cloud service client has their own private LAN
- Each cloud service client has their own private VLAN and these segments are not be shared between clients

EXAMPLES OF RULES THAT CAN BE IMPLEMENTED:

Rule Template Name	Description/Outcome	Applicable System
Determine if primary system is slow to meet set point on startup.	Determine if the supply temperature control is taking too long to reach its desired set point, on system start up.	AHU
Determine if primary system cooling control valve (CCV) and/or heating control valve (HCV) is likely to be leaking.	Determine if the cooling coil leaving air temperature (LAT) is measurably below the entering air temperature (EAT), when the CCV and /or HCV is closed during occupied hours.	AHU
Determine if primary system cooling is inadequate.	Determine if the cooling coil leaving air temperature (LAT) is measurably above its set point when the CCV is at its maximum value during occupied hours.	AHU
Determine if primary system is changing state too frequently.	Determine if the system's on/off signal is changing status at a very high rate.	AHU
Determine if VAV/ FCU is constantly at maximum flow.	Determine if the VAV Damper is fully open excessively during occupancy due to possible low static pressure or design issues and/or FCU is in the setback temperature mode during unoccupancy	VAV, FCU
Determine supply air temperature performance score.	Determine the performance index of a supply air temperature control system, using the amount of time the SAT is not within the desired set point.	VAV, AHU

EXAMPLES OF REPORTS THAT CAN BE CREATED:

Rule Template Name	Description/Outcome	Applicable System
Golden Standard Insight Digest	Monitor all BACnet object setting changes	ALL
Insights Executive Report	Monitor all building insights	ALL
Zone VAV/FCU KPI Executive Report	Monitor VAV/FCU comparative performance	VAV, FCU
Equipment In Hand	Report indicating all equipment in hand	ALL
Set Points In Manual	Report indicating all set points in manual	ALL
Schedules Changed	Report indicating all schedules changed	ALL

EXAMPLES OF METERS THAT CAN BE CREATED:

Meters	Description/Outcome	Applicable System
Meter Package	Physical meters: Water, Gas, and Electric (where available) Virtual meters ²	ALL

Note 2: Appropriate BACnet Trend Logs must be available within the BAS for virtual meter derivation.

CASE STUDIES:

Vancouver International Airport

https://www.coppertreeanalytics.com/wpcontent/uploads/2018/01/vancouver_international_airport_v1.3.pdf

- \$5200 in yearly labor savings
- Over 100 hours of equipment checks reduced to a single shift (8 hours)
- 98% increase in zone performance target from 86%

Nevada State Library

https://www.coppertreeanalytics.com/wpcontent/uploads/2018/01/nevada_state_library_and_archives_v1.1.pdf

- 24% reduction in total electrical consumption
- \$250,000 savings projected over the next four years if the recommendations from Kaizen were implemented

Millenium Partners Office Building

https://www.coppertreeanalytics.com/wp-content/uploads/2018/01/south_florida_controls_v1.2.pdf

- 64% reduction in electrical consumption
- Nearly \$60,000 in savings per year in electrical energy consumption

Bega Hospital

https://www.coppertreeanalytics.com/wp-content/uploads/2018/01/bega_hospital_v1.1.pdf

- 82% increase in AHUs achieving supply air temperature set point
- 73% increase in VAVs achieving room temperature set point
- 20% increase in AHUs achieving acceptable pressure tolerance

GENERAL EXCEPTIONS AND CLARIFICATIONS

- A. Our proposal is contingent upon receipt of a purchase order and/or subcontract agreement fully acceptable to Setpoint Systems Corporation (Setpoint)
- B. Our quotation is good for 60 days
- C. Tax is based on 7.9% on materials
- D. Per attached Terms and Conditions
- E. Customer will provide Setpoint with mechanical drawings for each building
- F. Customer will assist in providing equipment info; e.g. motor sizes.
- G. No additional onsite effort is required for BACnet Object and Trend Log discovery.
- H. Standard BACnet objects and properties are available in each addressable BACnet device.
- I. Standard BACnet Trend Log samples are available in each addressable BACnet device.
- J. The CopperCube will have access and permissions to send data to the cloud.
- K. Elizabeth School District is responsible for undertaking any actions recommended through CopperTree's Reports and Insights.
- L. Our quotation includes:
 - 1. Providing one year warranty on labor and material provided by Setpoint
 - 2. Work to be done during normal work hours, 7:30am to 4:30pm MST, Monday thru Friday
- L. **UNLIMITED FREE**, live telephone technical support between the hours of 07:30 - 16:30 PST (GMT-8h). Provided by CopperTree Analytics for as long as you maintain your Kaizen subscription.
- M. **UNLIMITED FREE**, live online training services on a regularly scheduled basis, with a training schedule and registration links available online. Provided by CopperTree Analytics for as long as you maintain your Kaizen subscription.
- N. Unlimited access to CopperTree's Support portal, which includes the following: Product Reference Guides (including detailed technical instructions and programming guides), How-To Guides, Release Notes, Knowledgebase Articles, Recorded Training Webinars, and FAQ's. Provided by CopperTree Analytics for as long as you maintain your Kaizen subscription.
- O. Our quotation does NOT include:
 - 1. Demo, patch or paint
 - 2. Any other work or control of any equipment not specified herein



collaborative solutions. unmatched training.

23 April 2019

Lloyd Nelson
Elizabeth School District
231 Spruce Street
Elizabeth, CO 80107

Subject: enteliWEB Proposal RM2018110087

Dear Lloyd,

Thank you for taking the time to meet with me. Per our discussion, this proposal is to upgrade your legacy front end with the latest and greatest Delta has to offer; enteliWEB. enteliWEB will pick up the controllers within Running Creek Elementary, Singing Hills Elementary, and Elizabeth High School.

In addition, you and Mark informed me that you currently have no support, licensing, or control of the KMC controllers in your district. These KMC controllers are causing problems to major equipment within your district and you currently have no way of changing programming or servicing the devices.

Our proposal will address the following concerns:

- The existing Building Automation System (BAS) is running on the legacy ORCAview interface which will be replaced by enteliWEB; the latest and greatest Delta has to offer.
- You currently have no access, control, or support for the (3) KMC controllers and would like a point-for-point replacement with the latest Delta Controllers.
- Elizabeth SD is operating with a limited budget and has no negative issues with the current graphics. Therefore, we will convert those graphics so they are viewable in enteliWEB; rather than recreating them to HTML5
- Add alternate for a CopperCube which allows for data archiving for long term storage. This will also allow for Kaizen Energy Analytics to pull this data for future use.
- Add Alternate for Setpoint to provide server for enteliWEB to reside on. Elizabeth School District can supply the server for enteliWEB to reside on so long as it meets the necessary specs. Setpoint recommends this be a dedicated server to the BAS.

Again, thank you for this opportunity to submit a proposal for this project. If you have any questions, or require further information, please do not hesitate to contact me.

Sincerely,

Ben Grover
Service Account Manager
720-665-2446 | Mobile

EXECUTIVE SUMMARY:

Setpoint will provide alternate pricing for:

- enteliWEB Facility Manager Software and convert graphics to SVG Files.
- (1) CopperCube data archiving device
- Add alternate for Setpoint Systems to provide the Server
- Replacement of (1) KMC Controllers and 2 expansion boards at EHS with Delta eBMNG
- Replacement of (2) KMC Controllers at Spring Hill Elementary

PRICING SUMMARY

Base Price: enteliWEB Upgrade, graphics conversion	Price without TSA	Price with TSA
<i>Setpoint to provide controls as specified in this proposal</i>	\$12,620	\$9,654

Base Price: CopperCube Installation	Price without TSA	Price with TSA
<i>Setpoint to provide controls as specified in this proposal</i>	\$5,106	\$4,026

Base Price: enteliWEB Server	Price without TSA	Price with TSA
<i>Setpoint to provide controls as specified in this proposal</i>	\$4,420	\$3,939

Base Price: Elizabeth High School KMC Replacement	Price without TSA	Price with TSA
<i>Setpoint to provide controls as specified in this proposal</i>	\$16,987	\$13,672

Base Price: Spring Hill Elementary KMC Replacement	Price without TSA	Price with TSA
<i>Setpoint to provide controls as specified in this proposal</i>	\$19,308	\$15,837

Total w/ TSA: \$47,128
If all options selected -5% = \$2,356

Total w/ Deduct: \$44,772.00

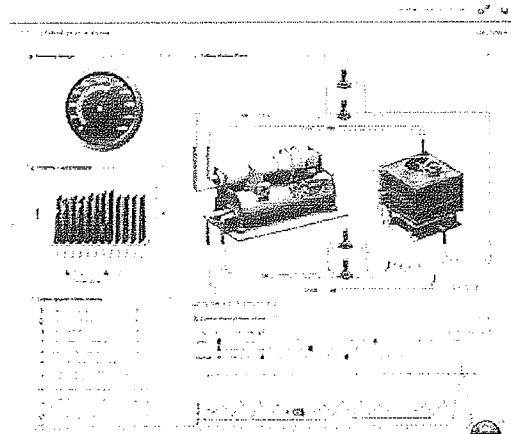
PROJECT DESCRIPTION

enteliWEB Facility Management Software:

Setpoint Systems is proposing to provide labor and material to upgrade the existing Elizabeth School District ORCAview software with Delta Controls enteliWEB software utilized in the Elizabeth High School, Running Creek Elementary School, and the Singing Hills Elementary School

enteliWEB helps you make sense of data easily and quickly:

- Enterprise dashboards allow Facility Managers to quickly evaluate their systems based on KPIs.
- Personal dashboards provide an easy way for operators to view the building the way they want.
- System dashboards provide a much richer experience than graphics alone, by combining operational views such as graphics, alarms, point lists, charts and other tools all on one page.



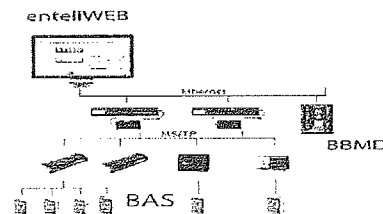
Proposal includes providing the following:

- A. One new 2500 I/O Point count virtual machine enteliWEB software loaded on a virtual machine supplied by the Elizabeth High School.
- B. Creating custom dashboards for up to four (4) primary users of the system
- C. Create Sites and Users
 1. Create Sites
 2. Password settings
 3. User Lockout settings
- D. Create Management functions
 1. Create Alerts
 2. Create and manage device databases
 3. Create and manage enteliWEB configuration backups
 4. Site graphic files
- E. Create views to manage systems and dashboards
 1. Create system views
 2. Create custom views
- F. Creating custom widgets:
 1. Multi trend templates for comparing up to 5 trend points on the same graph
 2. Map showing the physical location of each building (if applicable) along with a pop-up of the number of current alarms at each building
 3. Dynamic schedule for each mechanical system that show all input and output point in a table format
 4. An alarm summary report
 5. Watchlist of critical points and systems
 6. Object Value Chart
 7. Custom point list

8. Custom gauges
9. Local weather information
- G. Energy alerts for all major mechanical equipment.
- H. Reuse the existing ORCAweb/Illustrator Floor Plan Graphics where possible, per verbal request from the Elizabeth School District Facilities personnel.
 1. Not all existing graphics may be reusable
 2. Converting to the SVG file format directly also supports the utilization of graphics on mobile devices.

CopperCube:Trend and Data Logging

- A. CopperCube embedded Industrial PC that connects to the Elizabeth School District BAS for trending
 1. Native BACnet communications
 2. Storage of 2500 Trend Log for 5 Years
 3. Firmware auto-update capability
 4. Access data through enteliWEB



- B. Setpoint Systems will fabricate a panel for mounted the CopperCube and power transformer.
- C. The CopperCube will be connected to the Delta Controls network via Ethernet.
- D. Setpoint Systems will create a trend for connected inputs and outputs.
- E. Setpoint Systems will create a multi-trend for every controller point depicting the measured variable, the control variable, and setpoints to be used for troubleshooting and tuning of control loops.
- F. This will provide training on how to troubleshoot issues based on historical information
- G. System database and programs will be backed-up by building
- H. Setpoint Systems will transfer all Delta Controls related files to the new web server.

SCOPE OF WORK

Project Documents

Our proposal is based upon the following; specifically:

1. Setpoint Systems site visit; dated 11/20/18

PROJECT DESCRIPTION

This proposal is based on the following equipment:

HVAC Equipment List:

- (1) Elizabeth High School Existing KMC Controllers
 - (4) Rooftop Units
 - (5) Reheat coils
 - (1) Make-up Air Unit
 - (4) Exhaust Fans
- (1) Spring Hills Elementary Existing KMC Controllers
 - (2) Rooftop Units
 - (2) Reheat coils
 - (2) Boilers
 - (4) Heating Water Pumps

HVAC EQUIPMENT

A. EXISTING KMC CONTROLLERS ELIZABETH HIGH SCHOOL

1. Equipment List:

- a. (4) Rooftop Units
- b. (1) Make-up Air Unit
- c. (4) Exhaust Fans
- d. (5) Reheat coils
- e. Providing
- f. Remove existing KMC Controllers and replace with a new Delta entelliBUS eMNGR fully programmable BACnet® Network Manager and Controller
- g. Provide eight (8) new enteliBUS I/O Expansion Modules with 4 universal inputs and 4 universal outputs with monitored override switches
- h. Provide new transformer assembly to power the modules
- i. Tagging- relabeling point name and address of all end devices
- j. Point to Point Verification
- k. Update programming and graphics

2. Excluding

- a. New end devices; existing and will be reused
- b. New wire and associated conduit; existing and will be reused
- c. New control Panel and associated power; existing and will be reused

- d. Life safety interlocks are existing and will remain as is
3. Points List:

CV RTU (Typ. for 4)		
Description	Input	Output
DX Cooling Stage 1		1
DX Cooling Stage 2		1
Mixed Air Damper Modulate		1
Mixed Air Temperature	1	
Temperature Low Limit	1	
Return Smoke Detection Monitoring	1	
Supply Air Temperature	1	
Supply Fan Start/Stop		1
Supply Fan Status	1	
Space Temperature	1	
TOTAL	6	4

Make-Up Air Unit (Typ. for 1)		
Description	Input	Output
Discharge Air Temperature	1	
Gas Heat Enable/Disable		1
Evaporative Cooling Enable/Disable		1
Outside Air Damper Open/Close		1
Supply Fan Start/Stop		1
Supply Fan Status	1	
Zone Temperature	1	
TOTAL	3	4

Exhaust Fans (Typ. for 4)		
Description	Input	Output
Fan Start/Stop		1
Fan Status	1	
TOTAL	1	2

Reheat Coil (Typ. for 5)		
Description	Input	Output
Heating Water Valve Control		1
Zone Temperature	1	
TOTAL	1	1

B. EXISTING KMC CONTROLLERS SPRING HILLS ELEMENTARY

1. Equipment List:
 - a. (4) Rooftop Units
 - b. (1) Make-up Air Unit
 - c. (4) Exhaust Fans
 - d. (5) Reheat coils
2. Providing
 - a. Remove existing KMC Controllers and replace with a new Delta entelliBUS

- eBCON fully programmable BACnet® Controller.
- b. Provide four (4) new enteliBUS I/O Expansion Modules with 4 universal inputs and 4 universal outputs with monitored override switches.
- c. Remove existing KMC Controller replace with one (1) new Delta DAC-1180 I/O Application controller with 11 universal inputs and 8 universal outputs
- d. Provide new transformer assembly to power the modules
- e. Tagging- relabeling point name and address of all end devices
- f. Point to Point Verification.
- g. Update programming and graphics
- 3. Excluding
 - a. New end devices; existing and will be reused
 - b. New wire and associated conduit; existing and will be reused
 - c. New control Panel and associated power; existing and will be reused
 - d. Life safety interlocks are existing and will remain as is
- 4. Points List:

CV RTU (Typ. for 2)		
Description	Input	Output
DX Cooling Stage 1		1
DX Cooling Stage 2		1
Mixed Air Damper Modulate		1
Mixed Air Temperature	1	
Temperature Low Limit	1	
Return Smoke Detection Monitoring	1	
Supply Air Temperature	1	
Supply Fan Start/Stop		1
Supply Fan Status	1	
Space Temperature	1	
TOTAL	6	4

Reheat Coil (Typ. for 2)		
Description	Input	Output
Heating Water Valve Control		1
Zone Temperature	1	
TOTAL	1	1

Boilers (Typ. for 2)		
Description	Input	Output
Enable/Disable		1
Supply Temperature	1	
Return Temperature	1	
Mixing Valve		1
Status	1	
TOTAL	3	1

Heating Water Pumps (Typ. for 2)		
Description	Input	Output

Start/Stop		1
Status	1	
TOTAL	1	1

GENERAL EXCEPTIONS AND CLARIFICATIONS

- A. Our proposal is contingent upon receipt of a purchase order and/or subcontract agreement fully acceptable to Setpoint Systems Corporation (Setpoint)
- B. Network Communication:
 - 1. Existing and will be reused as is; Setpoint will determine the integrity of the network and report to the owner
 - 2. System will fully integrate with existing Delta Controls DDC system
- C. Our quotation is good for 60 days
- D. Tax on materials of 0.0%
- E. Setpoint is licensed electrical contractor # EC0005478
- F. Setpoint is signatory to the IBEW and UA
- G. Electrical installation shall be as follows:
 - 1. All wire is existing and will be reused
- H. Our quotation includes:
 - 1. Point for point in kind replacement of existing KMC controllers
 - 2. Delta DDC controls, devices, wiring, terminations, and programming unless noted as stand alone. Pre-existing conditions and defective devices will be notified to owner.
 - 3. Engineering drawings of panels, system programming, system initialization, start-up, check-out, on-site turnover, and as-built documentation
 - 4. Existing end devices to be reused as existing (for existing equipment); existing end device(s) damaged or not fully functioning during this project, to be reported to the owner for resolution
 - 5. One year warranty on parts and labor provided by Setpoint
 - 6. Onsite training
 - 7. **UNLIMITED FREE** hands-on training to owners and operators for the life of any Delta Controls system we install. Training is offered at our Littleton office and consists of monthly two two-day classes. Lunch and training materials are included
- I. Our quotation does **NOT** include:
 - 1. Testing and balancing for HVAC Systems; Setpoint provides support to balancer
 - 2. Demo, patch or paint
 - 3. Control valves and control valve actuators; existing and will be reused
 - 4. Dampers and associated damper actuators; existing and will be reused
 - 5. Control panels; existing and will be reused
 - 6. End devices and associated wire and conduit; existing and will be reused
 - 7. Any other work or control of any equipment not specified herein



Elizabeth School District

Elizabeth, Colorado

4 Hours per 4 Visits a Year

Technical Support Agreement



Elizabeth
SCHOOL DISTRICT

Service Account Manager: Ben Grover
11/30/2018

*collaborative solutions.
unmatched training.*

ROCKY MOUNTAIN: 8167 SouthPark Circle, Littleton, CO 80120
CALIFORNIA: 1370 Reynolds Ave., Suite 103, Irvine, CA 92614
MINNESOTA: 1831 – 121st Street East, Burnsville, MN 55337

(303) 733-2300
(949) 271-2837
(612) 259-3440

24/7 service 1-800-372-8837
www.setpointsystems.com
info@setpointsystems.com

TECHNICAL SUPPORT AGREEMENT (TSA)

ESTIMATE NUMBER: RM2018110165

DATE: 11/30/18

SUBMITTED TO: Lloyd Nelson
Now known as Maintenance Operation & Facilities
Customer 231 Spruce Street
Elizabeth, CO 80107

PROJECT: Elisabeth School District

NET PRICE:

Check TSA Term	Cost Per Year	Total Term Cost	Cost Per Visit	Annual TSA Visits
<input type="checkbox"/> 1 year	\$2,996.00	\$2,996.00	\$749.00	4 Hours / 4 Visits
<input type="checkbox"/> 2 year	\$2,664.00	\$5,328.00	\$666.00	4 Hours / 4 Visits
<input type="checkbox"/> 3 year	\$2,396.00	\$7,188.00	\$599.00	4 Hours / 4 Visits

SPECIAL
CONSIDERATIONS: enteliWEB Year Renewal cost included

PERIODIC BILLING
FREQUENCY: Per Visit

REMARKS: Setpoint will provide the services listed in accordance with the attached
TECHNICAL SUPPORT AGREEMENT, which includes:

- System Hardware, Firmware, and Software Services
- Attachment A – BAS covered in this agreement
- Attachment B – Technical Support Tasks
- Attachment C – IT Technical Support Tasks
- Terms and Conditions

Proposal Accepted
By Customer

Submitted By
Setpoint Systems Corporation

Signature

Ben Grover

Account Manager

Printed Name/Title

Approved by President

Date

Date

TECHNICAL SUPPORT AGREEMENT (TSA)

SYSTEM HARDWARE, FIRMWARE, AND SOFTWARE SUPPORT

Setpoint Systems Corporation (Setpoint) will provide the services listed herein to Customer on the Building Automation System (BAS) described in the attached documents that specify hardware, firmware, and software services by a factory-trained service representative.

SERVICE RESPONSE

PHONE AND/OR ONLINE ACCESS	Setpoint will respond within ONE (1) hour after initial notification by an authorized representative of the Customer's facility utilizing Setpoint's 24/7 service line 800-372-8837 or service@setpointsystems.com .
CONSULTATION	Setpoint will provide phone consultation to the Customer regarding system hardware and software operation and database changes. Phone consultations will not exceed fifteen (15) minutes. Corrective maintenance and system repairs of other Setpoint contract customers shall take priority over remote online access and/or phone consultations.
ON-SITE RESPONSE	If the Setpoint representative determines a site visit is required to complete diagnostics or to make corrections, Setpoint will be on-site within TWENTY-FOUR (24) hours of the call. Service calls are subject to the labor rates described herein – <u>See Service Pricing</u> .
DOCUMENTATION	Setpoint will document each online and/or on-site service call. Setpoint will provide documentation showing time, date, operator, and a brief description of the activity along with recommendations (if any) to the Customer.
ONLINE ACCESS	Setpoint will remotely log in to a system, provided the Customer has a BAS Web-accessible system and Setpoint has administrative login rights supplied by the Customer. The Customer shall maintain and be responsible for the cost of any online access requirements connected to and/or required to maintain and troubleshoot the BAS.
AGREEMENT COVERAGE REVIEWS	The Technical Support Agreement performance will be reviewed with a Customer representative at least one time per year. The review will include a summary of the past year's activity under the contract and an evaluation of the coverage against customer needs. Suggestions for a change in coverage or other improvements will be discussed.
CONTRACT RENEWAL	This Agreement is in effect for selected term. It will automatically be renewed on a year-to-year basis upon expiration of the original term, unless either party terminates the agreement with a written notice thirty (30) days prior to the anniversary date. The minimum annual escalation rate of 3% will apply upon automatic renewal. Escalation rates greater than 3% will be submitted in writing (30) days prior to the anniversary date.

ON-SITE SERVICE & TECHNICAL SUPPORT

Technical support shall be performed in accordance with a program of manufacturer's and industry standardized routines. Components suspected of being faulty will be reported to the Customer and may be repaired or replaced with the Customer's written approval.

ON-SITE DOCUMENTATION	<p>Setpoint will document each on-site service call and/or TSA visit in the Setpoint provided Log Book on site showing time, date, operator, and a brief description of the activity along with any recommendations. Setpoint will provide the on-site Log Book consisting of the following:</p> <ul style="list-style-type: none">• Emergency contact procedures• Operator log• Service log• Equipment log• As-built drawings (where applicable)• O&M manuals (where applicable)• Flash drive for system backups
SOFTWARE PROTECTION	<p>Setpoint will back up the BAS database(s) for controllers and operator workstations (OWS) on each site visit (where applicable). In the event of memory loss on any of the servers, OWS, or controllers, Setpoint will reload the affected databases from the current backup copy that is stored in the Log Book flash drive.</p>
SYSTEM PERFORMANCE REVIEWS	<p>A Setpoint account manager will be available on a regular basis for system consultation regarding energy management, performance reviews, system upgrade strategies, system migration, expansion and other BAS improvement measures.</p>
AGREEMENT COVERAGE REVIEWS	<p>The TSA performance will be reviewed with the Customer annually. The review will include a summary of the past year's activity under the contract and an evaluation of the coverage required to meet Customer's needs. Suggestions for a change in coverage or other improvements will be discussed.</p>
ON-SITE SERVICE & TECHNICAL SUPPORT	<p>Technical support shall be performed in accordance with a program of Delta Controls standardized routines. Components suspected of being faulty may be repaired or replaced at Setpoint Systems Corporation's recommendation to restore system integrity. Services to include:</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> Priority hardware repair<input checked="" type="checkbox"/> Advanced replacement<input checked="" type="checkbox"/> Loaner program<input checked="" type="checkbox"/> Management of licenses<input checked="" type="checkbox"/> Firmware and software upgrades<input checked="" type="checkbox"/> Assigned service account manager<input checked="" type="checkbox"/> Update and upgrade planning<input checked="" type="checkbox"/> System audit
CUSTOMER TRAINING	<p>TSA Customers are given priority seating for unlimited FREE training per Setpoint's training schedule at the Colorado, California, and Minnesota offices. Classes will be hands-on, two-day classes taught by factory-trained instructors. Class material and lunch will be provided. TSA Customers may attend classes as often as desired based on space availability. Specialty classes do not apply. Customers must register on SetpointSystems.com.</p>

SERVICE PRICING

	Regular Rate	O.T. Rate	Sundays & Holidays Rate
TSA SERVICE RATES	\$97.50	\$146.25	\$195.00
NON-TSA SERVICE RATES	\$179.50	\$269.25	\$359.00

TSA CUSTOMERS' BILL RATES

Rates include:

- Regular service hours are 7:30 am to 4:30 pm M-F
- 1-1/2 times standard rate for non-business hours
- 2 times standard rate for Sundays and holidays
- 1 hour minimum portal-to-portal charge for site visits
- 2 hour minimum on-site charge for site visits
- Mileage charge of \$1.00 per mile to and from the Customer location from the Setpoint office
- Taxes are based upon local requirements
- Freight is added to the total cost of an order when identified
- Phone consultations exceeding fifteen (15) minutes will be billed in ½ hour increments

PARTS

TSA Customers qualify for list price less 50% on all Delta components.

ATTACHMENT "A"- BAS COVERED UNDER THIS AGREEMENT

NUMBER: RM2018110165

BAS System in the Following Schools:

Elizabeth High School
34500 County Road 13
Elizabeth, CO 80107

Running Creek Elementary School
900 S. Elbert St.
Elizabeth, CO 80107

Singing Hills Elementary School
41012 Madrid Drive
Parker, CO 80138

ATTACHMENT "B"- TECHNICAL SUPPORT TASKS

NUMBER: RM2018110165

SOFTWARE SUPPORT TASKS

- PROGRAM VERIFICATION AND FINE TUNING:**
Rotating schedule of sample checks of programs:
- Control Loops:**
 - Review set points
 - Review database setup
 - Interview end-user comfort and operations
 - Tune control loops, as required
 - Trend Logs:**
 - Review database setup and reporting
 - Verify system scanners
 - View trend logs: single, multiple point displays
 - Alarms:**
 - Review alarm reports
 - Review database setup and reporting
 - Review alarm messaging
 - Review alarm priorities
 - Scheduling:**
 - Interview end-user for proper start/stop times
 - Review databases

- HARDWARE VALIDATION AND INSPECTIONS:**
Rotating Schedule of Sample Tasks:
- General- Visual Inspections:**
 - Check all panels
 - Check for panel drawings
 - Check all panel terminations
 - Check all connectors: Power, PC, Printer, RS485, ModBus, etc.
 - Check for tagging
 - Check indication lights operational:
 - Power "on" switch light
 - CPU control light
 - Scan rate light
 - VDC power light
 - Log-in light
 - Output indication light
 - Input indication light
 - HOA switches in "Auto" position

- Terminal Operations:**
- Review On-Site Logbook:**
- Program changes
 - Set point changes
 - System database backups
 - Problems
 - Successes
 - Check and test PC:
 - Clean screen(s)
 - Visual display clarity
 - Cable connections
 - Operating system diagnostics

**HARDWARE
SUPPORT
TASKS**

**Perform System
Diagnostics:**

- Perform system diagnostic testing
 - Print system reports
 - Report all errors and recommendations
 - Report all errors and recommendations
 - Backup database and provide back-up media
-

Digital Inputs:

- Check operations
- Check calibration and re-calibrate, if required
- Check database for setup

Analog Inputs:

- Check operations
- Check calibration and re-calibrate, if required
- Check database for setup

**SYSTEM END-
TO-END
INTEGRITY
TESTS**

Rotating schedule
of sample point
checks:

Digital Outputs:

- Check operations by point commanding
- Check calibration and re-calibrate, if required
- Check database for setup

Analog Outputs:

- Check operations by stroking device via point commanding
- Check stroke and seating and re-calibrate, if required
- Check database for setup

Pulse Points:

- Check operations
- Check calibration and re-calibrate, if required
- Check database for setup

ATTACHMENT "C" - IT TECHNICAL SUPPORT TASKS

NUMBER: RM2018110165

SERVICE RESPONSE

PHONE AND/OR ONLINE ACCESS Setpoint will respond within **ONE (1)** hour after initial notification by an authorized representative of the Customer's facility utilizing Setpoint's 24/7 service line **800-372-8837** or **service@setpointsystems.com**.

IT SUPPORT TASKS

- | | |
|-------------|---|
| MAINTENANCE | <ul style="list-style-type: none">• Removal of thermal dust/debris• Clean and reset circuit boards• Power surge/UPS equipment check• Virus check• Hard disk space verification• Hardware and software inventory• Hardware diagnostics |
| UPDATES | <ul style="list-style-type: none">• OS Service Pack verification/installation and updates if applicable• Controls software update recommendations; proposal provided by Customer's Account Manager• Virus definition update verification• Hardware and software update if applicable• Software License management and annual cost if applicable |
| PERFORMANCE | <ul style="list-style-type: none">• PC performance optimization• Server performance optimization• OS startup optimization• Network performance optimization |
| LOG BOOK: | <ul style="list-style-type: none">• Check Log Book• Address and log all items performed on call in addition to recommendations |



collaborative solutions. unmatched training.

23 April 2019

Lloyd Nelson
Elizabeth School District
231 Spruce Street
Elizabeth, CO 80107

Subject: Well Monitoring Proposal # RM2019010040

Dear Lloyd,

As we discussed, the water well pump is stand alone from the BAS. Currently, if the pump doesn't turn on when it is supposed to, an audible alarm sounds inside the pump room. Often times, there isn't anyone around to hear this alarm and fix the pump in a timely fashion. As we discussed, if the school is without running water for more than an hour the students need to be dismissed.

Our proposal will parallel with the existing pump alarm and send email alarms via the DDC system. Alarms will be sent to the appropriate party via email.

As discussed with Lloyd Nelson, Elizabeth SD will be responsible for running the wire from panel in the pump room to the Delta panel in the Boiler Room. All necessary wire and conduit will be provided and installed be ESD.

Setpoint will provide:

- All necessary contact closures, relays, and transformers.
- Terminate wiring to the existing aux contacts
- Setpoint will terminate the wires in both the pump room panel and boiler room panel.
- Setpoint will integrate the well pump alarm to the BAS
- Setpoint will provide all programming to tie into the system and send out alarm notifications
- Setpoint will provide graphics depicting status of water well

This proposal assumes that the current KMC controller in the Boiler Room has been replaced with the previously proposed Delta EBMGR. In addition, this proposal assumes that ORCAview has been replaced with enteliWEB. This job and price is dependent on ESD including this scope of work with the scope of work outlined in Proposal #RM2018110087.

Base Price:	Price w/o TSA	Price w/ TSA
Setpoint to install integrate well pump alarm into the DDC	\$1,890	\$1,504

Add Alternate: Install Lighting diverter +\$148.00

Again, thank you for this opportunity to submit a proposal for this project. If you have any questions, or require further information, please do not hesitate to contact me.

Sincerely,
Ben Grover

GENERAL EXCEPTIONS AND CLARIFICATIONS

- A. Our proposal is contingent upon receipt of a purchase order and/or subcontract agreement fully acceptable to Setpoint Systems Corporation (Setpoint)
- B. Network Communication:
 - 1. Existing and will be reused as is; Setpoint will determine the integrity of the network and report to the owner
 - 2. System will fully integrate with existing Delta Controls DDC system
- C. Our quotation is good for 60 days
- D. Tax on materials of 0.0%
- E. Setpoint is licensed electrical contractor # EC0005478
- F. Setpoint is signatory to the IBEW and UA
- G. Electrical installation shall be as follows:
 - 1. All wire is existing and will be reused
- H. Our quotation includes:
 - 1. Point for point in kind replacement of existing KMC controllers
 - 2. Delta DDC controls, devices, wiring, terminations, and programming unless noted as stand alone. Pre-existing conditions and defective devices will be notified to owner.
 - 3. Engineering drawings of panels, system programming, system initialization, start-up, check-out, on-site turnover, and as-built documentation
 - 4. Existing end devices to be reused as existing (for existing equipment); existing end device(s) damaged or not fully functioning during this project, to be reported to the owner for resolution
 - 5. One year warranty on parts and labor provided by Setpoint
 - 6. Onsite training
 - 7. **UNLIMITED FREE** hands-on training to owners and operators for the life of any Delta Controls system we install. Training is offered at our Littleton office and consists of monthly two two-day classes. Lunch and training materials are included
- I. Our quotation does **NOT** include:
 - 1. Demo, patch or paint
 - 2. Any other work or control of any equipment not specified herein