



Helm Service
2278 E Yellow Creek Rd
PO Box 690
Freeport, IL 61032
815-235-1955
www.helmgroup.com

The Unique Customer Quote Number is: 6600038

Updated 2/29/2024

Helm Service is an Awarded Vendor through the Equalis Group Cooperative Purchasing Organization. As an Awarded Vendor, Helm Service offers Equalis Group members the opportunity to purchase products at discounted pricing without the delay and expense of going out to bid.

Helm Group & Equalis Group Publicly Procured Master Agreement Contract #R10-1132B:

Region 10 Education Service Center (Region 10), and Equalis Group Lead Agency, issued RFP #R10-1132 for HVAC Installers & Energy Management Services on 1/28/2022 and subsequently entered into Contract #R10-1132B with Helm Group.

Contract Information

Initial Term Through: 4/30/2025

Renewable Through: 4/30/2027

Additional information regarding the procurement process and contract award can be found on the Helm group Page (<https://equalisgroup.org/helm-group/>) at the Equalis Group website, including the Helm Group products and services available through the Master Agreement, RFP and scoring documents, the Master Agreement between Region 10 and Helm Group, and pricing/discount model.

As a member of the Equalis Group, this procurement vehicle is immediately available to **Meridian School District 223**

Meridian School District #223 Equalis Member #: EG-0EJY7ME

Project Scope Helm/Equalis PQN #: 6600038



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Meridian / HELM Bridge for HVAC Services - Updated 2.29.2024

	Year 1	Year 2	Year 3	Year 4	Year 5
	August 1, 2023 - July 31, 2024	August 1, 2024 - July 31, 2025	August 1, 2025 - July 31, 2026	August 1, 2026 - July 31, 2027	August 1, 2027 - July 31, 2028
<p>Agreement for HVAC Support Services.</p> <p>Kitchen refrigeration equipment and plumbing support repairs to be invoiced additional as services are needed. Please note: refrigeration PM was priced separately and is in addition to the pricing detailed here</p> <p>If there are any heat exchanger/coil, or hvac equipment compressor failures, the District would purchase the equipment/materials and the labor would be provided by Mechanical under the Agreement (at no additional cost to the District). Due to EPA phase out of certain refrigerants and availability, all refrigerant to be invoiced additional. If refrigerant /parts are not available, equipment replacement pricing will be provided and would be in addition to/and outside of the Agreement pricing.</p> <p>Agreement pricing is based on HELM terms and conditions detailed below. Please note: Any repairs associated with system piping (piping, valves, fittings) is outside of the hvac equipment maintenance Agreement.</p>	\$113,314	119,703	119,703	123,294	123,294



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Please note:

Upon completion of the HVAC Upgrade Project **or new building initiatives**, HELM will revise the existing comprehensive coverage program to a scaled back basic coverage version for the HVAC equipment. The new equipment warranties will require PM to be completed which will be included as part of the updated Basic Coverage Planned Maintenance Program. With the investment of new HVAC equipment, the contract value would be dramatically decrease. Without knowing the exact new equipment information, a budget for the District's buildings for Planned & Preventative Maintenance would be in the ballpark of \$30,000-\$40,000 for all of the buildings. Pricing to be updated upon completion of the Campus HVAC Upgrades.

CONTRACT AGREEMENT - TERMS AND CONDITIONS

1. TERMS: IF THIS CONTRACT INVOLVES THE PURCHASE OF MATERIALS AND EQUIPMENT ONLY, THE PURCHASE PRICE SHALL BE PAYABLE AT THE TIME OF DELIVERY OF THE MATERIALS AND/OR EQUIPMENT; IF THIS CONTRACT INVOLVES LABOR OR LABOR AND MATERIALS AND EQUIPMENT, PROGRESS BILLINGS WILL BE SUBMITTED COVERING MATERIALS AND EQUIPMENT DELIVERED TO THE JOB SITE OR STORED IN ACCEPTABLE STORAGE FOR DELIVERY TO THE JOB SITE. THIS PROGRESS BILLING WILL ALSO INCLUDE LABOR WHICH HAS BEEN EXPENDED ON THE JOB OR DIRECTLY CONCERNED WITH THE JOB. THIS PROGRESS BILLING AMOUNT WILL BE DUE 15 DAYS AFTER BILLING DATE. FOR JOBS WHICH REQUIRE RETENTION, A RETENTION AMOUNT OF FIVE PERCENT WILL BE WITHHELD. IT WILL BECOME DUE AND PAYABLE AT THE COMPLETION OF HELM SERVICE'S PORTION OF THE PROJECT.
2. Title to the materials and equipment shall remain with Helm Service, until the customer has paid the total price in full, and if the customer should fail to make any payment to Helm Service, as the same becomes due or the customer fails to perform any other obligation under this contract, Helm Service may take possession of the materials and equipment and take whatever other action it deems appropriate.
3. Helm Service warrants that its labor and installation shall be done in a good and workmanlike manner and shall be free from defects for a period of **one year** after completion of the installation. Helm Service warrants that all equipment and materials furnished will be new unless otherwise specified in this contract, and that Helm Service has good title thereto. Helm Service does not warrant the quality of the equipment and materials furnished in any respect and the customer's remedy for defects in the equipment and materials shall be against Helm Service's suppliers or the manufacturers of the materials and equipment. Helm Service will deliver all manufacturers' written warranties to the customer upon completion of installation. UNDER NO CIRCUMSTANCES WILL HELM SERVICE BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFITS, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMERS, TENANTS, OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
4. Once the equipment and materials have been delivered to the job site, the Customer assumes all risk of damage to same, by any cause, except that brought about by the negligence of Helm Service and its employees. The customer shall carry all Risk, Property Insurance to the full value of the materials and equipment and name Helm Service as an Additional Insured to the extent of its interest. The Customer shall be responsible for purchasing and maintaining such liability insurance as will protect him against claims which may arise from operations under the Contract. The Customer must provide Helm Service a Certificate of Insurance providing General Comprehensive and Independent Contractors Liability with minimum limits of 500,000.00 per occurrence for Bodily Injury and Property Damage.
5. Helm Service will obtain Liability and Workers' Compensation Insurance protecting it against claims which may arise from operations under the contract.



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6. Helm Service will make delivery or installation, when provided herein, within a reasonable time after this contract is entered into, but it will not be responsible for delays caused by unavailability of machinery, equipment, materials or parts, shipper's delays, strikes, lockouts, restrictions imposed by civil or military authority, priority regulation of some governmental body, insurrection or riot, or any other cause beyond Helm Service's control. If a time for performance is stated in this agreement, it shall be deemed to be an estimate only.
If Helm Service is required to make some installation under this contract, the customer shall be responsible for putting the premises in a satisfactory condition including furnishing electric power, light, heat, and water so that installation can start promptly and be completed efficiently.
7. If Helm Service shall fail to perform any of its obligations under this contract and fails to perform after the customer gives Helm Service ten (10) days' written notice of the specific deficiencies, the customer may have someone else complete the performance, but Helm Service's liability shall be limited to what it reasonably costs the customer to obtain completion of Helm Service's obligations under this contract. If Helm Service fails to perform any of its obligations under this contract, the customer, at customer's option, and without being required to do so, may cancel this contract by giving Helm Service ten (10) days written notice.
8. If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Helm Service or if the Project should be stopped for a period of thirty (30) days by Helm Service for the customer's failure to make payment thereon as provided in Paragraph 1, then Helm Service may upon seven (7) days written notice to the customer terminate this agreement and immediately recover from the customer payment for all work to date and for any proven loss sustained upon any materials, equipment, tools, construction equipment and machinery, including reasonable profit and damages.
9. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting or defending the claim as the case might be.
10. The Customer shall not leave any of the equipment or systems furnished or installed by Helm Service in operation until the customer has approved and accepted same and paid Helm Service the price in full.
11. Any written notice required under this contract may be delivered personally to the other party or mailed as certified mail, return receipt requested, to the other party's address as it appears in this agreement or as given to the other party by written notice during the terms of this contract.
12. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Helm Service, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by any active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Helm Service.

Initials 

Date 3/8/24

Please Return Initialed Document with Proposal To Helm Service