



Proposal - Managed Service Agreement at Rantoul City Schools SD 137

Overview

Proposal Name

Rantoul MSA - Year 4

Client Name

Rantoul City Schools SD 137

Description of Scope

This proposal is based on the information provided in the following documents and scope of work.

Summary

Provide Building Automation System service and support, reporting, and emergency communications. Includes major upgrades to controls system in addition to service. The matrix of completed work and Phase 4 proposed scope of work is outlined on the following pages.

Phase 4 Renewal Proposal

Base Proposal \$ **102,027**

Proposal Date 6/10/2025

Proposal Type	Service	T&M
Billing Frequency	<input checked="" type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	<input type="checkbox"/> Monthly <input type="checkbox"/>

Accepted By:

Name

Signature

Date Accepted

PO#

Robin Vaylen
Robin Vaylen
 9-18-25

Term

The initial term of this Agreement will commence on **upon approval**, and services shall continue for one calendar year through **from approval** for the scope defined below.

Digital Services Scope

Overview

The Digital Services included below are provided for the Building Automation System and associated devices. Veregy, formerly CTS Group, installed the original Geothermal System and Geothermal Controls in 2009 and have maintained the controls since installation. This proposal is two fold: 1) Update controls software, controllers, and computer systems which are past end of life (typically 10-15 years) and 2) Provide remote and onsite service to both old and new systems while systems are in operations.

Building Automation Support and Service

Service Level Selection	Bronze	Silver	Gold
Remote Support – Unlimited	✓	✓	✓
User Interface Service and Management	✓	✓	✓
Cloud-based System Backup and Retention	✓	✓	✓
Disaster Recovery Provisions	✓	✓	✓
BAS Security and Stability patches	✓	✓	✓
BAS Monitoring and Regular Maintenance		✓	✓
Fault Detection and Diagnostics		✓	✓
On-site Support – Unlimited			✓
Scheduled maintenance and system upgrades			✓

Service Scope	Service Level Selection	Gold
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Remote Support - Unlimited

Provide support for existing controls hardware and software when reported by Client.
Remotely troubleshoot issues when reported
Maintain qualified engineering support and account manager familiar with Client systems.
Provide recommendations of system improvements when identified during the course of issues resolution.
Provide owner training when requested.
Dispatch on-site support at standard hourly rates when issues cannot be resolved remotely.

User Interface Service and Management

Maintain Client's building automation user interface, housed on premise.
Make user interface revisions as requested by the Client within existing system limitations.
Maintain licensing to keep user interface operational and accessible.
Conduct regular maintenance to remove temporary files, inactive users, review access levels and verify accessibility.

Cloud-based System Backup and Retention

Provide regular backups of systems files and databases to a secure remote location.

Disaster Recovery Provisions

Maintain stock of critical system hardware for timely replacement in case of emergency.
Replacement costs will be invoiced separately when not covered by this agreement.

BAS Security and Stability Patches

Regularly upgrade and maintain appropriate Niagara revisions as applicable
Devices shall be maintained at the most recent security or stability patch available for the installed hardware.

BAS Monitoring and Regular Maintenance

Regularly monitor the building automation system for proper and efficient operation.
Regularly adjust and "fine-tune" system to improve comfort.
Regularly communicate logs of system maintenance, status, and resolution.

Fault Detection and Emergency Diagnostics

Alarms generated by the building automation system are directed to Veregy for initial troubleshooting
Veregy to review and troubleshoot alarms remotely and advise on-site personnel on corrective steps.
Dispatch on-site support at standard hourly rates when issues cannot be resolved remotely.
Auto monitoring and 1hr response on emergency parameter failures ie... space temp drops <60 degrees and Jace outages of => 15mins.
Periodic checks of alarming system to confirm function

On-site Support - Unlimited

Maintain qualified local engineering support and account manager familiar with Client systems able to visit site.
Dispatch local technicians when remote troubleshooting is not sufficient or when requested by Client.
All labor and travel costs associated with on-site support are covered under this agreement.

Scheduled Maintenance and Uptime Management

Generate a System Maintenance and Service Plan based on projected end of life for existing equipment.
Upgrade components in a manner consistent with maintenance and service plan to meet uptime and reliability goals
Material and labor costs associated with execution of maintenance and service plan are covered under this agreement.

Provide Orchestrate Software

Access to Veregy's Orchestrate integration platform
Standard dashboards
Unlimited users
Unlimited alarms integration for BAS/HVAC alarms
Unlimited schedule coordination between BAS/FMX system
Training and support as required

Provide FMX Software

Maintain a subscription to the FMX facility management application
Unlimited users

Provide EnergyTracer Software

Access to Veregy's EnergyTracer utility monitoring software
Unlimited users
Standard dashboards
Live utility consumption aggregation and reporting
Biannual energy cost and usage performance reports

BAS Maintenance Plan

General

Design and install CAT6 communication bus for Eastlawn
Design and install CAT6 communication bus for JW Eater
Design and complete graphics upgrade for Eastlawn
Design and complete graphics upgrade for JW Eater

Building Level Controllers

Install new JACE9000 for Northview
Install new JACE9000 for JW Eater (replacing obsolete unit)
Decommission existing JACE at Northview and reinstall at Eastlawn

Additional Controls Upgrades

Design and install new controls for GSHP loop pumps at Eastlawn
Design and install new controls for GSHP loop pumps at JW Eater
Design and install new controls for GSHP loop pumps at JW Eater
Replace existing Broadmeadow, Pleasant, Northview, JW Eater and Eastlawn Honeywell controllers as they reach end of life with new Distech

Summary of BAS Implemented Items to Date and Phase 4 Plan

Building	System	Year 1	Year 2	Year 3	Year 4
Supervisor	Upgrade Hardware	•			
	Upgrade Software V4.10/V4.14	•		•	
JW Eater	Repair end of life Heat Pump Controls	•	•		
	Install new Bus				•
	New graphical interface				•
	Order/Install new Jace				•
	AX-N4 Migration				•
	Upgrade Pump Controls			•	
	Replace end of life Heat Pump Controls			•	•
Broadmeadow	Install new Bus		•		
	Designer Graphic Renders/implementation		•		
	AX-N4 Integration	•			
	Upgrade Pump Controls				
	Replace end of life Heat Pump Controls	•	•	•	•
Eastlawn	Repair end of life Heat Pump Controls	•	•	•	
	Install new Bus				•
	New graphical interface				•
	Replace Jace with Northview "old" jace				•
	AX-N4 Migration				•
	Upgrade Pump Controls				•
	Replace end of life Heat Pump Controls				•
Northview	Repair end of life Heat Pump Controls	•			
	Install new Bus		•		
	New graphical interface		•		
	AX-N4 Integration	•			
	Upgrade Pump Controls		•		
	Replace end of life Heat Pump Controls		•	•	•
Pleasant Acres	Install new Bus			•	
	New graphical interface			•	
	AX-N4 Integration			•	
	Upgrade Pump Controls				
	Replace end of life Heat Pump Controls	•	•	•	•

Standard Terms and Conditions

1. TAXES: CUSTOMER agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If CUSTOMER claims any such taxes do not apply to transactions covered by this Agreement, CUSTOMER shall provide VEREGY with a tax exemption certificate acceptable to the applicable taxing authorities.

2. PROPRIETARY INFORMATION:

2.1 All proprietary information (as defined herein) obtained by CUSTOMER from VEREGY in connection with this Agreement shall remain the property of VEREGY, and CUSTOMER shall not divulge such information to any third party without prior written consent of VEREGY. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to CUSTOMER hereunder which VEREGY deems proprietary or confidential and characterizes as proprietary at the time of disclosure to CUSTOMER by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The CUSTOMER shall incur no obligations hereunder with respect to proprietary information which: (a) was in the CUSTOMER'S possession or was known to the CUSTOMER prior to its receipt from VEREGY; (b) is independently developed by the CUSTOMER without the utilization of such confidential information of VEREGY; (c) is or becomes public knowledge through no fault of the CUSTOMER; (d) is or becomes available to the CUSTOMER from a source other than VEREGY; (e) is or becomes available on an unrestricted basis to a third party from VEREGY or from someone acting under its control; (f) is received by CUSTOMER after notification to VEREGY that the CUSTOMER will not accept any further information.

2.2 CUSTOMER agrees that VEREGY may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as VEREGY submits any such document or statement to CUSTOMER for its approval, which shall not be unreasonably withheld.

3. INSURANCE OBLIGATIONS:

3.1 VEREGY shall maintain Commercial General and Automobile Liability Insurance applicable to the Services for not less than the following limits of liability: Commercial General Liability - Combined Single Limit: \$1,000,000 Each Occurrence / \$2,000,000 Product & Completed Operations Aggregate, Commercial Automobile Liability - Combined Single Limit: \$1,000,000 Each Occurrence Workers' Compensation - Statutory

3.2 CUSTOMER shall be responsible for maintaining its own liability and property insurance.

4. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS:

4.1 In areas in which VEREGY will be performing its Services, there are no conditions or circumstances subject to special precautions or equipment required by federal, state or local health or safety regulations or unsafe working conditions. CUSTOMER shall notify VEREGY of any changes in conditions or regulations that occur during the course of this Agreement that affect the foregoing representations and warranties, including without limitation discovery of Hazardous Substances or Mold at a Site.

4.2 CUSTOMER acknowledges that the operation of the Covered Equipment may control or affect temperature, humidity, and ventilation at the Site, which may adversely affect accumulation, concentration, growth or dispersion of Hazardous Substances or Mold, whether or not there are defects in the Covered Equipment or the Services. CUSTOMER agrees that VEREGY is responsible for maintaining the Covered Equipment in a good working order in accordance with manufacturer's specifications and recommendations, but VEREGY is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by CUSTOMER, are appropriate for CUSTOMER and the Site except as specifically provided in an attached Work Scope Document. VEREGY shall not be responsible for any adverse effects of temperature, humidity and ventilation conditions created by the Covered Equipment.

5. WARRANTY AND LIMITATION OF LIABILITY:

5.1 VEREGY will replace or repair any product VEREGY provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from CUSTOMER negligence, or from fire, lightning, water damage, or any other cause beyond the control of VEREGY. This warranty applies to all products VEREGY provides under this Agreement, whether or not manufactured by VEREGY. The warranty is effective as of the date of CUSTOMER acceptance of the product or the date CUSTOMER begins beneficial use of the product.

5.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND VEREGY EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER.

6. INDEMNITY: VEREGY agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under VEREGY's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) CUSTOMER gives VEREGY immediate notice in writing of any such claims and permits VEREGY, through counsel of its choice and VEREGY's sole cost and expense, to answer the claims and defend any related suit and (ii) CUSTOMER gives VEREGY all needed information, assistance and authority, at VEREGY's expense, to enable VEREGY to defend such suit. VEREGY shall not be responsible for any settlement without its written consent. VEREGY shall not be liable for loss or damage caused by the negligence of CUSTOMER or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, CUSTOMER agrees that VEREGY will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

7. LIMITATION OF LIABILITY: IN NO EVENT SHALL VEREGY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, REVENUE OR GOODWILL, COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, LOSS OR INTERRUPTION OF BUSINESS OR ACTIVITIES, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF ANY DATA, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. IN NO EVENT WILL VEREGY'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO VEREGY BY CUSTOMER HEREUNDER FOR THE THEN CURRENT YEAR.

8. EXCUSABLE DELAYS: VEREGY shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond VEREGY's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of VEREGY, any repairs or replacement shall be paid for by CUSTOMER. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and VEREGY shall be entitled to recover from CUSTOMER its reasonable costs, overhead, and profit arising from such delay.

9. OUT OF SCOPE SERVICE: If CUSTOMER requests, and VEREGY agrees, to correct any problems or issues not covered by this Agreement, CUSTOMER will pay VEREGY for all such work performed at VEREGY's then-current standard time and materials charges. Such amount shall be due and payable within twenty (20) days of the applicable VEREGY invoice date.

10. SOFTWARE LICENSE: All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. CUSTOMER shall be expected to grant VEREGY access to the end user for purposes of obtaining the necessary software license.

11. DISPUTE RESOLUTION: With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between VEREGY and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

12. ACCEPTANCE: This proposal and the pages attached shall become an Agreement only upon signature below by VEREGY and CUSTOMER. The terms and conditions are expressly limited to the provisions hereof, including VEREGY's Standard Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, VEREGY of any purchase order, specification, or other document issued by CUSTOMER. Any additional or different terms set forth or referenced in CUSTOMER'S purchase order are hereby objected to by VEREGY and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

13. MISCELLANEOUS:

13.1 This Agreement represents the entire Agreement between CUSTOMER and VEREGY for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

13.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

13.3 This Agreement shall be governed by the law of the State where the work is to be performed.

13.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon VEREGY and CUSTOMER, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.5 CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of VEREGY. VEREGY may assign its right to receive payment to a third party.