

COLLEGE STATION I.S.D.  
9304 ROCK PRAIRIE ROAD, COLLEGE STATION, TX. 77845  
(979) 764-5408

**PURCHASING OFFICE**

**INTER-DEPARTMENTAL MEMO**

**TO:** Mike Martindale  
**DATE:** November 1, 2018  
**SUBJECT:** Graphics Software upgrade to the Building Energy Management System (BEMS)

As part of the 2013 bond program, deferred maintenance, the Facilities Department has determined that the current software for the EnteliWEB building energy management system needs to be upgraded to HTML district wide. The current Flash software will no longer be supported by the original design company. In order to continue using the graphics portion of the Building Energy Management System, the obsolete software needs to be upgraded to the current HTML software.

This purchase is to upgrade these graphics across the district, in all buildings, and greatly improve our control capability of HVAC systems, including our remote access during off work hours. This purchase also includes operator training to get our staff trained on how to process commands and all operational aspects of this software as it relates to our HVAC controls system.

The Facilities Department requested Proposal #052981BA from T.E.A.M. Solutions, the district's Building Energy Management Software (BEMS) provider to implement the Delta software upgrade. T.E.A.M. Solutions was selected many years ago to provide Delta Controls as a district wide energy management system and they are the only authorized Delta Controls partner for Brazos County and our existing infrastructure as per the attached letter from Delta Controls.

It is the recommendation of Mark Pantel, Director of Purchasing and Jon Hall, Executive Director of Facilities to purchase the Delta enteliVIZ graphics software upgrade to HTML5 for the current equipment district wide that utilize Delta Controls from T.E.A.M. Solutions for \$73,292.00.

  
Mark Pantel, Director of Purchasing

 for J. Hall  
Jon Hall, Executive Director of Facilities



Texas Energy & Automation Management Solutions

Attn: College Station ISD

Proposal No. 052981BA

Date: May 29, 2018

Project Site: CSISD District Wide

Proposal: **Delta EnteliWEB Software Solution** - Implement Delta enteliVIZ graphics upgrade to HTML5 district wide for the current equipment that utilizes Delta Controls installed at CSISD.

Pricing as follows per the schedule below.

Campus Site	Current Version	HTML 5 Cost
A&M Consolidated High School	eWEB orcaVIEW	\$6,770
College Station High School	eWEB orcaVIEW	\$10,154
A&M Consolidated Middle School	eWEB orcaVIEW	\$5,077
College Station Middle School	eWEB orcaVIEW	\$6,093
Cypress Grove Intermediate	eWEB orcaVIEW	\$4,739
Oakwood Intermediate	eWEB orcaVIEW	\$4,739
College Hills Elementary	eWEB orcaVIEW	\$4,062
Creek View Elementary	eWEB orcaVIEW	\$4,062
Forest Ridge Elementary	eWEB orcaVIEW	\$4,062
Greens Prairie Elementary	eWEB orcaVIEW	\$4,062
Pebble Creek Elementary	eWEB orcaVIEW	\$3,385
Rock Prairie Elementary	eWEB orcaVIEW	\$4,062
South Knoll Elementary	eWEB orcaVIEW	\$3,385
Southwood Valley Elementary	eWEB orcaVIEW	\$4,739
High School Field House	eWEB orcaVIEW	\$2,369
Transportation Center	eWEB orcaVIEW	\$1,692
College View High School	eWEB Flash	\$4,739
Spring Creek Elementary	eWEB Flash	\$4,062
Purchasing Warehouse	eWEB Flash	\$2,708
Pecan Trail Intermediate	eWEB HTML5	\$0
CSISD Administration	eWEB HTML5	\$0
Technology Building	eWEB HTML5	\$0
Sub-Total		\$ 84,961
Discount for eWEB Flash Campuses		\$ 5,754
Deduct for existing graphic repair		\$ 5,915
Total Quote		\$ 73,292



**Total scope includes the following:**

Per the CSISD request to upgrade all schools district wide from orcaVIEW style and enteliWEB Flash graphics to HTML5 graphics with standardized flow and control.

- Provide and install Delta enteliVIZ graphics HTML5 district wide.
- enteliWEB operator training included at no cost to owner's personnel.
- The above listed schools and facilities will be upgraded.

**Clarifications & Exclusions:**

- The following schools and facilities will be at no charge due to age and the unforeseen advances in technology from Flash to HTML 5 in the past 3 years.
  - o Pecan Trails Intermediate
  - o CSISD Administration
  - o Technology
- Graphics to utilize remote access for deployment.
- Taxes, bonds and permits are excluded.
- Unless otherwise indicated, prices quoted are subject to cancellation or escalation if proposal is not accepted within 60 days.

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Proposal Accepted:  
T.E.A.M. Solutions, Inc. is authorized to begin  
Work on this project as proposed.

Proposal Submitted by:  
T.E.A.M. Solutions, Inc.  
College Station, Texas

Purchaser \_\_\_\_\_

Seller Bubba Alfred

Signature \_\_\_\_\_

Signature *Bubba Alfred*

Title \_\_\_\_\_

Title Account Executive

Date \_\_\_\_\_

Date 05/29/2018



## TERMS & CONDITIONS

**AGREEMENT AND LIMITATIONS:** Client accepts these Standard Terms and Conditions by signing and returning T.E.A.M. Solutions' Proposal, by sending a purchase order in response to Proposal, or Client's instructions to T.E.A.M. Solutions to begin work. Upon Client's acceptance, T.E.A.M. Solutions Proposal and related terms and conditions referred to in the Proposal shall constitute the entire agreement relating to the products and services covered by the Proposal. No terms, conditions or warranties other than those identified in the Proposal and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Client's purchase order or elsewhere shall be binding unless hereafter made in writing and signed by T.E.A.M. Solutions' authorized representative.

**SCOPE OF WORK:** This proposal is based upon the use of straight time labor only. T.E.A.M. Solutions shall perform on behalf of Client services as described in the scope of work section and shall be compensated according to the pricing set forth herein. Pile-driving, patching and painting are excluded. T.E.A.M. Solutions agrees to keep the job site clean of debris arising out of its own operations. Client shall not back charge T.E.A.M. Solutions for any costs or expenses without T.E.A.M. Solutions' written consent.

**PAYMENT TERMS:** Client shall pay T.E.A.M. Solutions, at the time Client signs this agreement, an advance payment equal to 50% of the contract price, and Client agrees to pay T.E.A.M. Solutions' additional amounts invoiced within net-30 days of invoice date. T.E.A.M. Solutions may invoice Client monthly for all materials furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by T.E.A.M. Solutions, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. If payment is not received as required hereby, T.E.A.M. Solutions may suspend performance and the time for completion shall be extended for a reasonable period of time no less than the period of suspension. Client shall be liable to T.E.A.M. Solutions for all reasonable shut down, standby and start-up costs as a result of the suspension. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Client shall pay all costs (including attorney's fees) incurred by T.E.A.M. Solutions in attempting to collect amounts due and otherwise enforcing these terms and conditions.

**MATERIALS:** If the materials or devices included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of T.E.A.M. Solutions, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, T.E.A.M. Solutions shall (a) be excused from furnishing said materials or devices, and (b) be reimbursed for the difference between the cost of the materials or devices permanently unavailable to and the cost of a reasonable available substitute therefore. T.E.A.M. Solutions shall be allowed to substitute materials if the materials or devices specified in the proposal become unavailable for reasons beyond the control of T.E.A.M. Solutions.

**WARRANTY:** T.E.A.M. Solutions warrants that, for a period of one year from the date of substantial completion (the "Warranty Period"), materials and devices installed hereunder and Work shall be free from defects in material, manufacture, and workmanship. Substantial completion date shall be the earlier of the date that the Work is sufficiently complete so that Client can utilize the Work for its intended use or the date that Client receives beneficial use of the Work. If such defect is discovered within the Warranty Period, T.E.A.M. Solutions will correct the defect or furnish replacement equipment (or, at its option, parts thereon). No liability whatsoever shall attach to T.E.A.M. Solutions until said equipment and Work have been paid for in full and then said liability shall be limited to T.E.A.M. Solutions' cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. T.E.A.M. Solutions' warranties expressly exclude any remedy for damage or defect by corrosion, erosion, or deterioration, abuse, modifications, alterations, misuse, or which has not been properly and reasonably maintained, or repairs not performed by T.E.A.M. Solutions. Improper operation, or normal wear and tear under normal usage. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. T.E.A.M. Solutions shall not be obligated to pay for the cost of lost refrigerant.

**TAXES:** The price of the proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Client shall pay, in addition to the stated price; all taxes not legally required to be paid by T.E.A.M. Solutions or, alternatively, shall provide T.E.A.M. Solutions with acceptable tax exemption certificates. T.E.A.M. Solutions shall provide Client with any tax payment certificates upon request and after completion and acceptance of the work.

**INSURANCE:** Each Party shall take out and maintain at its own expense all insurance necessary to cover its obligations under the Agreement.

**LIABILITY:** T.E.A.M. Solutions shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

T.E.A.M. SOLUTIONS AND CLIENT MUTUALLY AND EXPRESSLY AGREE TO WAIVE ALL CLAIMS AGAINST ONE ANOTHER FOR ANY CONSEQUENTIAL

(SPECIAL) DAMAGES REGARDLESS OF THE BASIS FROM WHICH SUCH CLAIMS ARISE OR THE THEORY OF RECOVERY UPON WHICH SUCH CLAIMS ARE FOUNDED. THESE DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, CLAIMS FOR LOSS OF PROFIT OR REVENUE, LOSS OF USE OR OPPORTUNITY, LOSS OF GOODWILL, COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES, COST OF CAPITAL, OR ANY INDIRECT, PUNITIVE/EXEMPLARY DAMAGES.

THE PARTIES HERETO AGREE TO INDEMNIFY EACH OTHER FROM ANY AND ALL LIABILITIES, CLAIMS, EXPENSES, LOSSES OR DAMAGES, INCLUDING ATTORNEY'S FEES, WHICH MAY ARISE IN CONNECTION WITH THE EXECUTION OF THE WORK HEREIN SPECIFIED AND WHICH ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT ACT OR OMISSION OF THE INDEMNIFYING PARTY.

INDEMNITY IS NOT INTENDED TO EXTEND TO ANY CLAIM ARISING FROM THE NEGLIGENCE OF THE ARCHITECT OR ENGINEER RELATING TO OR ARISING FROM THE DESIGN AND/OR ENGINEERING FOR THE PROJECT.

**UTILITIES:** Client agrees to provide T.E.A.M. Solutions with required field utilities (electricity, toilets, drinking water, project hotel, elevator service, etc.) without charge.

**HAZARDOUS MATERIALS:** T.E.A.M. Solutions under this Agreement expressly excludes any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances to include but not limited to asbestos or PCBs, discovered in or on the premises. Client warrants and represents that, except as set forth in a writing signed by T.E.A.M. Solutions, there are no Hazardous Materials on the Premises that will in any way affect T.E.A.M. Solutions' Work and Customer has disclosed to T.E.A.M. Solutions the existence and location of any Hazardous Materials in all areas within which T.E.A.M. Solutions will be performing the Work. Should T.E.A.M. Solutions become aware of or suspect the presence of Hazardous Materials, T.E.A.M. Solutions may immediately stop work in the affected area and shall notify Client. Client will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, including the payment thereof, arising out of or relating to any Hazardous Materials on or about the Premises. T.E.A.M. Solutions shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall T.E.A.M. Solutions be obligated to transport or handle Hazardous Material, to provide any notices to any governmental agency, or to examine the Premises for the presence of Hazardous Materials.

**DELAYS:** T.E.A.M. Solutions shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond T.E.A.M. Solutions' control, including, but not limited to, acts of God, governmental or judicial authority, fire, explosions, riots, labor disputes, conditions of the premises, acts or omissions of the Client, Owner, or the Contractors or delays caused by suppliers or subcontractors of T.E.A.M. Solutions. This Agreement shall at T.E.A.M. Solutions' election (i) remain in effect but T.E.A.M. Solutions' obligations shall be suspended until the uncontrollable event terminates, or (ii) be terminated upon ten (10) days notice to Client, in which event Client shall pay T.E.A.M. Solutions for all parts of the Work furnished to the date of termination.

**DISPUTES:** Any claim arising out of or related to this agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their claims by mediation through the use of a mutually agreed upon mediator. Any claim(s) arising out of or related to this agreement exceeding \$15,000.00 and not resolved by mediation shall be subject to binding arbitration in accordance with the American Arbitration Association Construction Industry Rules currently in effect. The parties agree that the laws of the State of Texas shall govern all disputes and venue for all proceedings referred to herein shall be in McLennan County, Texas. The prevailing party in the arbitration shall be entitled to recover, in addition to any award made by the arbitrator(s), its legal costs incurred in resolving the dispute, including, but not limited to reasonable attorney's fees. Nothing herein shall be construed as limiting any rights of T.E.A.M. Solutions to assert and perfect all applicable lien rights.

**TERMINATIONS:** Either party may, with or without cause, terminate the work/services at any time upon ten (10) working days' written notice to the other Party. In either case, T.E.A.M. Solutions shall be paid costs incurred and fees earned to date of termination and through demobilization.

**PERMITS AND GOVERNMENTAL FEES:** T.E.A.M. Solutions shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Client.





**COLLEGE STATION INDEPENDENT SCHOOL DISTRICT  
JUSTIFICATION OF SOLE SOURCE PURCHASE  
QUESTIONNAIRE**

Date: 10/31/18 Requisition # \_\_\_\_\_ Vendor: Team Solutions Amount of Purchase \$ 73,292

The Requesting Department must complete this questionnaire in its entirety, affirming that the product to be purchased is, to the best of its knowledge, sold exclusively by the recommended vendor and that no other like product exists in the market that would serve the same purpose or function. State and Federal law requires the decision to purchase sole source products be justified and documented.

- 1) Describe the purpose or function of the product being requested and identify the unique features, characteristics or specifications of the requested product.

An upgrade of the software that operates the graphic portion of the Building Energy Management System. The original software platform will no longer be supported by the manufacturer.

- 2) Explain the need for the unique features, characteristics or specifications and the importance of the unique specifications related to the intended use of the product.

The software upgrade can only be performed by Team Solutions for the Delta Controls.

- 3) Provide evidence of the research that was completed, identifying other sources that were evaluated including names, manufacturers, model numbers, etc.

No other vendor is allowed to perform any changes to the sole source product.

- 4) Reason why these products were found to be unsatisfactory for the intended purpose.

Delta Controls was chosen by the "District" in the late 90's to be the sole source provider of the Building Energy Management system.

- 5) Will this purchase obligate CSISD to particular vendor/product for future purchases either in terms of maintenance or more 'like' items or services in the future to match this one?

Yes. Delta Controls through Team Solutions is the only approved vendor for this software & hardware platform.

Name of Requestor: René E. Ramirez Position: Asst. Director  
Department: Facilities Email: rramirez@csisd.org Phone: 979-694-5688

I hereby certify that the above request and justification is accurate and complete to the best of my knowledge and belief.

Signature of Director/Principal: X' [Signature]

Date: 10/31/18

November 1, 2018

Mr. Jon Hall  
Executive Director of Facilities  
College Station ISD  
1812 Welsh  
College Station, Tx. 77840

Subject: Delta Control authorized representation status – Texas Brazos County Market

Dear Mr. Hall:

I am pleased to advise that T.E.A.M. Solutions Inc. is an authorized Delta Controls partner in good standing and have held that status with us for over 15 years. They maintain a well trained staff and are fully authorized to market, design, install, commission and service all of Delta Controls building automation, lighting and security related products and systems. They are fully authorized to provide any warranty service on Delta Controls products as well.

This status as an authorized partner also provides them with direct access to all of Delta Controls support resources such as factory direct technical support, product repair services, software and other product updates as well as replacement parts.

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Further, T.E.A.M. Solutions Inc. is contractually exclusive to the Brazos County market and therefore the only authorized Delta Controls partner in the area. They enjoy exclusivity because we recognize the high level of service and quality installation they provide.

If you should have any questions or seek further information regarding authorized local representation, please feel free to contact me. I can be reached by phone at (713) 301-9212 or email [tpoynter@deltacontrols.com](mailto:tpoynter@deltacontrols.com)

Regards:



Tommy Poynter, P.E.  
Delta Controls Inc.  
Regional Sales Manager – U.S. Central Region

CC: John Woodard – T.E.A.M. Solutions Inc.

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