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Controls Service Agreement Proposal

Continuous Commissioning System Maintenance Agreement
Daikin Taycon Building Automation System (BAS)
Army Reserve Center
Bowie, MD
Attn: Richard Hicks

Daikin Taycon, LLC proposes to provide services and products as described below as part of an on-going effort to maximize the efficiency of operations and maintain the integrity of the Building Automation and Control System (BAS) installed at your facility. This proposal is subject to the terms and conditions set forth below.

Services provided as part of this proposal:

General Continuous Commissioning Functions

(Note: See function definitions at end of document)

<u>Function</u>	<u>Frequency</u>
1. File backup	Annually
2. Up to 20 hours of Remote Service and Support of Issues	Upon Occurrence
3. Parts and labor Discounts	Upon Occurrence
4. Prioritized calling	Upon Occurrence

NOTE: IT department to provide Daikin Taycon with remote connection

Service Calls, Troubleshooting, and System Repairs

This agreement provides for troubleshooting and repair of BAS system and component malfunctions, excluding component costs. Parts and repair are not included in this contract. **It does not provide for troubleshooting and repair of HVAC system and component malfunctions.** This will involve a combination of remote and on-site technician service calls as determined most appropriate per consultation between Daikin Taycon and the customer.

All labor for system trouble-shooting and repairs to covered components performed during normal business hours will be included free of charge during the course of the contract.

After-Hours response and on-site service calls-not included

After hours response between the hours in the table below.

Pacific	Mountain	Central	Eastern
09:00 PM – 3:00 AM	10:00 PM – 4:00 AM	11:00 PM – 5:00 AM	12:00 PM – 6:00 AM

For service Before 7:00 AM CT and after 4:00 PM CT call for emergency service at 636-940-2370.

System Operations Consulting

Recommendations for improved system operations as well as assistance in resolving operational issues are included in the service agreement. Daikin Taycon technicians and engineers may provide the customer with suggestions for improved operations and energy savings strategies at no charge. Implementation of hardware and software changes in order to enhance the system will be priced to the owner as an additional cost.

System File Management

System file management including backup and off-site storage of all system files: program, graphic, data, etc. will be provided free of charge during the contract period.

Discounts

Daikin Taycon will extend a **discount of 20% off published pricing on all BAS components and 10% off technician labor published rates** within the facility during the term of the service agreement. If service work is authorized and performed during a period when this agreement is not in place, parts will be charged at the manufacturer's normal published pricing.

Service Response Protocol

Daikin Taycon will work with the customer during the term of the agreement to establish a service call response protocol to help ensure service issues are logged and resolved timely. The basic protocol will consist of a three-tier process based on urgency and impact to the facility. The levels are: Level 1: Emergency, Level 2: High Priority, Level 3: Normal Priority. As a general guideline, Level 1 requests will be addressed immediately, Level 2 priorities will be addressed during normal business hours within 2 business days (note: it may take longer to fully resolve the issue, but it will be addressed within that time frame); Level 3 priorities will be scheduled during normal business hours within a timeframe mutually agreed upon based on the issue. The customer will be provided with a list of phone and email contacts as well as instructions for arranging service under each level. The details of this service response protocol will be developed by mutual consent during the first two weeks of the service agreement.

Contract Termination

During the contract, either party has the right to cancel the contract with a 30-day notification to the other party

Pricing for Products and Services as Described: **\$2,500.00Annually**

Daikin Taycon will provide all products and services to the customers, as listed within this agreement. This agreement is for a 1-year (12 month) term, with no increase in price during the term of the contract. The contract price is to be paid in advance. If the fee has not been rendered by the appropriate choice of payment plan, services will be suspended until which time the fee has been received by Daikin Taycon.

Additional Terms and Conditions

Daikin Taycon, LLC (DAIKIN TAYCON) is not responsible for the consequences of any act of God, including, but not limited to lightning, flood, fire, electrical storm. Should the failure of any component be determined to be the result of an act of God, THE CUSTOMER agrees to compensate DAIKIN TAYCON for the cost of repairs and replacements for same.

DAIKIN TAYCON is not responsible for consequential damages or losses resulting from failure of any part or service provided by DAIKIN TAYCON as part of this agreement, unless determined to be the result of gross negligence on the part of Daikin Taycon. DAIKIN

TAYCON's responsibility as part of this agreement is limited to the labor and material required to assess, repair or replace the KMC manufactured and DAIKIN TAYCON installed control components as described elsewhere in this agreement. DAIKIN TAYCON will not be responsible for the cost to repair or replace any mechanical equipment such as motors, compressors, dampers, valves, etc., as part of this agreement. DAIKIN TAYCON will make every effort to respond to requests for service by THE CUSTOMER as promptly and completely as possible; however, no consequences, financial or other, will be imposed upon DAIKIN TAYCON for any failure to do so.

THE CUSTOMER reserves the right to substitute services at its own expense and at no expense to DAIKIN TAYCON. Should THE CUSTOMER elect to have their own personnel, or those of an entity other than DAIKIN TAYCON, repair or replace a controls component covered under the terms of this agreement, the cost for such actions will not be borne by DAIKIN TAYCON in any manner.

Payment for services must be made in advance of services rendered. Payment is due on the first (1st) day of each month during the period of the contract and must be received on that date at: Daikin Daikin Taycon, LLC, 715 Goddard Ave, Chesterfield, MO 63005 for services to be forthcoming. If payment is not received as scheduled, DAIKIN TAYCON will suspend services until which time payment is received. If payment is not received as scheduled, DAIKIN TAYCON will immediately suspend services and will, within five (5) business days, send notification of suspension of service due to non-payment to the published administrative offices for the center.

Respectfully Submitted by: Joe Leiendoeker-Account Representative

Accepted for _____ by _____ (Signature)

Purchase Order # 13634 Ken Augustin (Printed Name)

(Accepted Date) 1 / 29 / 2021

Please note the DATE that you would like the MONITORING to commence.

Monitoring Commence Date February 1, 2021
(Monitoring Contract duration will be 1 year from this date)



CONTROLS SERVICE AGREEMENT DEFINITIONS

The services described below are part of an on-going effort to maximize the efficiency of operations and increase energy savings as well as maintaining the integrity of the Building Automation System (BAS)

CONTINUOUS COMMISSIONING FUNCTIONS

File Backups-Annually

Backup all essential and crucial files to the local workstation as well as remotely on the Daikin Taycon backup system. Back-up will also occur as determined by Taycon TMI Service Technician after a major configuration change. Back-ups include all native file systems of the Master Controller, Graphics, and Field Controllers.

Service and Support of Issues

Daikin Taycon performs Management of incoming calls from customer or alarms from BAS. Upon an issue, the service would include troubleshooting and remote repair/adjustments to alleviate issue(s). **This service is included during contracted hours.**

NOTE: Any on-site repairs required will be billable and require written approval from customer prior to any work at the site unless a separate agreement is made between customer and Daikin Taycon.

1. Daikin Taycon will remotely support HVAC, Mechanical, and Electrical contractors when scheduled at least 1 week in advance.
2. Support is limited to:
 - a. Adjustment of preexisting setpoints
 - b. Verification of configurations
 - c. Minor adjustments to configurations as determined by the Daikin Taycon Service Technician
 - d. Verification of Input / Output Values
 - e. Control board and programming explanation
 - f. Location of control system devices and equipment
 - g. Non-Life safety support
 - h. Weekdays during contracted hours

Onsite Repairs and Service Calls (Normal business hours)

Any alarm issue either called in or remotely monitored that cannot be fixed remotely would require customer approval prior to any work being conducted locally at the site. Customer can request a different mode of response if necessary