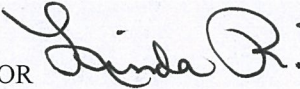

TULSA COUNTY

**PURCHASING
DEPARTMENT**

MEMO

DATE: JUNE 10, 2015

FROM: LINDA R. DORRELL
PURCHASING DIRECTOR 

TO: BOARD OF COUNTY COMMISSIONERS

SUBJECT: SERVICE AGREEMENT-SCHNEIDER ELECTRIC

SUBMITTED FOR YOUR APPROVAL AND EXECUTION IS THE ATTACHED SERVICE AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE TULSA COUNTY SHERIFF'S OFFICE AND SCHNEIDER ELECTRIC TO PROVIDE SERVICES REGARDING REMOTE TELEPHONE SUPPORT AND REMOTE COMMUNICATION CAPABILITY FOR THE TULSA COUNTY SHERIFF'S OFFICE MAINTENANCE PERSONNEL.

THIS AGREEMENT IS FOR A ONE-YEAR PERIOD FROM JULY 1, 2015 THROUGH JUNE 30, 2016.

THIS AGREEMENT IS AS PER ATTACHED DOCUMENTATION.

RESPECTFULLY SUBMITTED FOR YOUR APPROVAL AND EXECUTION.

LRD/arh

ORIGINAL: PAT KEY, COUNTY CLERK, FOR THE JUNE 15, 2015 AGENDA.

COPIES: COMMISSIONER JOHN M. SMALIGO
COMMISSIONER KAREN KEITH
COMMISSIONER RON PETERS
STANLEY GLANZ, SHERIFF
MICHAEL WIILIS, CHIEF DEPUTY
VICKI ADAMS, CHIEF DEPUTY



Tulsa County Sheriff's Office
Mr. Steven Miller
300 N. Denver
Tulsa, Oklahoma 74103

Dear Mr. Miller :

Schneider Electric is providing this Service Agreement to Tulsa County Board of County Commissioners on behalf of Tulsa County Sheriff's Office. This Agreement will be effective from July, 1 2015 to June 30, 2016 and includes the following:

30 Hours of Remote Telephone Support

TCSO maintenance personnel will have access to the Remote Support Services Line, a toll-free remote phone support line during normal business hours (M-F 7 a.m. to 6 p.m. Central Time, excluding holidays). After hours calls will be billed at the contract after hours rate. Support call time in excess of 30 hours will be billed at the Special Service Pricing rates quoted below.

During normal business hours, the RSS Line is typically manned and answered in person. After hours, and at times when call volumes prohibit answering in person, messages left on the RSS Line typically receive a response within four hours. The enclosed RSS Line support pricing is based on support of existing Schneider Electric Energy Management Systems at the time of this contract.

Remote Communication Capability

Schneider Electric - Energy & Sustainability Services will maintain the ability to remotely communicate with TCSO's Schneider Electric Energy Management System to provide assistance trouble shooting and resolving system issues. TCSO will be solely responsible for providing remote access to the Schneider Electric Energy Management System using TCP/IP connection, including telephone lines, modems, TCP/IP network communication and host computer.

Database Protection

Schneider Electric - E&SS will make semi-annual off-site database backups. In the event a database restore is required, the database will be restored from the most recent backup.

On-Site Support

Included in this Service Agreement, Schneider Electric E&SS will make 2 on-site visit(s) not to exceed 8 hours each visit to assist personnel in trouble shooting/repairing issues with the Schneider Electric Energy Management System. Schneider Electric E&SS will provide a report per site visit documenting concerns, issues and corrective actions taken, if any, that were discovered during the review and support process.

Special Service Pricing

TCSO will receive reduced rate pricing for on-site service. On-site service beyond any included on-site support will be billed at an hourly rate discounted 15% based on the standard Schneider Electric E&SS hourly service rate. Additionally, will receive a discounted mileage rate and preferential parts pricing available only to Schneider Electric - E&SS contract holders. Note - This applies to service and support provided by Schneider Electric - E&SS, other branches/contractors may not honor this Special Service Pricing. These prices are subject to change without notice.

The total amount of this service agreement: **\$7,014 with an annual escalation of 3%**

This offer for a Service/Support Agreement (parts not included) is valid for a period not to exceed 90 days. Acceptance of this offer does not automatically cancel any existing contracts between and Schneider Electric Energy Solutions. This agreement may renew annually by mutual acceptance. Either or Schneider Electric can cancel this contract at any time prior to renewal or within 30 days after the renewal date.

For our records, please sign in the space provided and return to Schneider Electric E&SS at the address shown below. This will indicate your acceptance of this proposal and the terms contained herein. If you have any questions, please do not hesitate to contact E&SS Field Services at 1-800-274-5551 +4.

Chairman Date
Board of County Commissioners

Matt Breau 5/26/2015
Matt Breau Date
Field Services Manager
Schneider Electric Energy Solutions

Matt M
APPROVED AS TO FORM
ASSISTANT DISTRICT ATTORNEY

Service Ticket

TERMS AND CONDITIONS

- A. The following Terms and Conditions apply to repair and service work (the "Work") performed by Schneider Electric Buildings Americas Inc. ("Company"). Authorization for the Work and acceptance of these Terms and Conditions is provided by the Customer's signature in the signature block of the service ticket. Any Work performed under this proposal shall be governed by the Terms and Conditions contained herein.
- B. The warranty provided herein is conditioned upon the Customer operating and maintaining systems / equipment according to industry-accepted practices and in consideration of the Company's recommendation. The Company's sole obligation shall be to repair or to replace defective parts or to properly re-do defective services on Company-provided items only.
- C. The Company provides a labor warranty for a period of ninety (90) days from the completion of the Work performed to remedy failures or defects in the workmanship provided. If any replacement part or equipment item installed by the Company proves defective, the Company will honor the warranty provided by the manufacturer. In the event that the Company is called for a warranty service call by the Customer, and the Customer's equipment is found to be operating normally, or if the Company does not discover a defect in material or workmanship, the Customer shall pay the Company's standard fees for any services rendered. The remedies provided herein are the Customer's sole remedies for any failure of the Company to comply with its obligations. Correction of any nonconformity in the manner and for the period of time provided above shall constitute complete fulfillment of all liabilities of the Company whether the claims of Customer are based in contract, in tort (including negligence) or otherwise with respect to or arising out of the work performed hereunder.
- D. This warranty does not include services occasioned by improper operation, negligence, or damage by fire, water or electrical disturbances, or repairs to equipment not performed by the Company. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment, unless specified in this proposal.
- E. ANY WARRANTIES PROVIDED FOR HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE).
- F. The Customer will provide and permit reasonable access to all equipment. The Company will be permitted use of existing facilities and building services as needed. The Customer will supply appropriate personnel to start and stop equipment as necessary, unless otherwise instructed by the customer.
- G. Neither the Company nor Customer shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to, acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, alterations, modifications, abuse or misuse, vandalism, freeze-ups, strikes, lockouts, labor disputes, differences between workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, unavailability of parts or malicious mischief.
- H. Notwithstanding any other provisions to the contrary, the maximum liability of the Company to the Customer for any claim, loss, damage or injury for which the Company may be liable pursuant to these terms and conditions or the Work performed by the Company shall be limited to the total price to be paid by the Customer to the Company for the Work.
- I. Intentionally left blank
- J. The Company is not responsible for the identification, removal or disposal of any hazardous materials or any cost associated with those materials unless otherwise specified in this proposal. The Company's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or hazardous substances. In the event the Company encounters such material in performing the Work, the Company will have the right to discontinue work and remove its employees until the hazard is corrected by Customer or it is determined no hazard exists.
- K. The Clean Air Act, section 608 of 1992, states that the intentional venting of Class I CFC's and Class II HCFC's will be illegal as of July 1, 1992. Failing to abide by this law could result in up to \$25,000 in fines plus two (2) years in jail. Adding refrigerant to a system with a known leak could be in violation of the federal Clean Air Act. The Company and its employees will not add refrigerant to a leaking system without proper repairs.
- L. If a dispute arises, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. If unable to come to an agreement, then any controversy or dispute arising out of this agreement can be submitted to a court of competent jurisdiction in Tulsa, Oklahoma.
- M. Neither the Company nor the Customer will be responsible to the other for any special, indirect, or consequential damages. Neither party will be responsible to the other for damage, loss, injury, or delay caused by conditions that are beyond reasonable control as per paragraph G, If this scope of Work covers fire safety or security equipment, the customer understands that the Company is not an insurer regarding those services. The Company shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty loss.
- N. If any equipment to be furnished by the Company under shall become temporarily or permanently unavailable for reasons beyond the control and without the fault of the Company, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent, thereof.
- O. The Customer acknowledges and agrees that any purchase order issued by the Customer is intended only to establish payment authority for the Customer's internal accounting purposes. No purchase order shall be considered to be a counter-offer, amendment modification, or revision to the terms of this document and any terms or conditions contained in the Customer's purchase order shall be of no force and effect. The Customer agrees to pay for all services, materials or parts supplied at current rates unless specified otherwise. Payment is due upon receipt of invoice.
- P. No change or modifications of any of the Terms and Conditions stated herein shall be binding upon the Company unless specifically accepted by the Company in writing.