

**SCHOOL BOARD OF BREVARD COUNTY, FLORIDA
BOARD AGENDA ITEM – October 6, 2020**

PROCUREMENT SOLICITATION

SS # 20-663-SS-SH: ABB HVAC Drives – DE HVAC

- **Bid Assignment**

<input type="checkbox"/> (ITB) Invitation To Bid	<input type="checkbox"/> (ITN) Invitation To Negotiate	<input type="checkbox"/> (PB) Piggyback
<input type="checkbox"/> (RFP) Request For Proposal	<input type="checkbox"/> (RFQ) Request For Qualifications	<input type="checkbox"/> (SC) State Contract
<input checked="" type="checkbox"/> (SS) Sole Source		

REQUESTOR: Plant Operations & Maintenance

Legal Review Required: Yes No

Standard Template Used with No Changes: Yes No

Standard Template Type: **Bid Assignment**

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
From: DE HVAC (Derek Embody & Company)	N/A	ABB HVAC frequency drives and related products and services
To: Stan Weaver & Company		
Total	N/A	

<input checked="" type="checkbox"/> Contract Assignment	New Contract Amount	N/A
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	N/A
<input type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

Effective September 1, 2020, Stan Weaver & Company, acquired the ABB HVAC authorized representative serving the Tampa and Orlando/Central Florida markets and surrounding areas. Pending Board approval, the above mentioned Sole Source that was awarded to DE HVAC, will be assigned to Stan Weaver & Company, at the same pricing, terms and conditions.

The standard Bid Assignment agreement template has been used, which does not require legal review.

CONTRACT TERM:

The bid assignment shall be effective October 7, 2020.

RECOMMENDATION:

It is the recommendation of Susan Hann, Assistant Superintendent of Facilities Services and James Ross, Director of Plant Operations & Maintenance to approve the attached bid assignment agreement with DE HVAC and Stan Weaver & Company.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012



ASSIGNMENT AGREEMENT

By and Between

The School Board of Brevard County, Florida

And

DE HVAC Associates, Inc.

And

Stan Weaver & Company

THIS ASSIGNMENT AGREEMENT ("Assignment") is made by and between DE DVAC Associates, Inc., having its principal office located at 237 Live Oak Blvd., Casselberry, FL 32707 (hereinafter referred to as the "Assignor") and Stan Weaver & Company, having its principal office located at 4607 N/ Cortez Ave., Tampa, FL 33614 (hereinafter referred to as the "Assignee") and duly accepted by The School Board of Brevard County, Florida, a political subdivision of the State of Florida, with its principal office located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter referred to as the "SBBC") as evidenced by the signatures affixed below.

WHEREAS, the Assignor entered into an Agreement with SBBC on the 15 day of April, 2020, with said services exempt from the competitive bidding process and assigned to tracking number 20-633-SS-SH;

WHEREAS, the Agreement has an expiration date of April 14, 2021, and may be extended as permitted therein;

WHEREAS, the Assignor desires to assign all of its rights and obligations under said Agreement and any subsequent modifications (collectively hereinafter "Agreement", a copy of which is incorporated herein) to the Assignee; and

WHEREAS, pursuant to the provisions contained in the Agreement, an assignment of same requires the approval by SBBC.


NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor does hereby delegate all its obligations, responsibilities, and duties and does hereby grant, pledge, assign, and transfer any and all of its rights, title, and interest in and to the above referenced Agreement to the Assignee.
2. The Assignee hereby accepts the assignment of all the Assignor's obligations, responsibilities, and duties as well as all of Assignor's rights, title, and interest in and to the Agreement.
3. The Assignor agrees to remain jointly and severally liable for all work performed on behalf of SBBC on or prior to September 1, 2020.
4. Notwithstanding the foregoing, the Assignor agrees to defend and indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignor's performance prior to the assignment of the Agreement and resulting from the Assignee's performance after the assignment of the Agreement, provided however, that after the assignment of the Agreement SBBC shall first look to the Assignee to satisfy all claims, actions, judgments, liabilities, proceedings, and costs, including reasonable attorneys' fees and other costs of defense and damages resulting from the Assignee's performance.
5. The Assignee agrees to indemnify SBBC from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from the Assignee's performance after the assignment of the Agreement.
6. SBBC, in executing its consent to this Assignment, does not release the Assignor from any claims or remedies it may have against the Assignor under the Agreement.
7. It is declared to be the intent of the parties hereto that if any section, sentence, clause, phrase, or portion of this Assignment is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.
8. This Assignment shall be governed by the laws of the State of Florida, both procedural and substantive, along with any applicable Federal statutes, rules, and/or regulations. The venue for any and all litigation arising under this Assignment shall lie in Brevard County, Florida.
9. The Assignor and the Assignee hereby represent that they have not entered into any other agreements which would, in any way, conflict with the terms and conditions hereof or their ability to fully comply with any of the requirements set forth herein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Assignment is hereby made effective this _____ day of _____, 20__.

**DE HVAC ASSOCIATES, INC.
ASSIGNOR**

By: 

Print: Gary Schumacher

Title: ABB Drive Sales

**STAN WEAVER & COMPANY
ASSIGNEE**

By: 

Print: Gerald Koberes

Title: PRESIDENT

THIS ASSIGNMENT is hereby accepted by The School Board of Brevard County, Florida, this _____ day of _____, 20__.

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____
Misty Belford, Board Chairperson