



December 30, 2005

Name Nassau County Courthouse
Address 76347 Veterans Way
Yulee, FL 32097

Attention: Mr. John Crawford

SUBJECT: PREVENTIVE MAINTENANCE CONTRACT & TECHNICAL SUPPORT PROGRAM FOR TAC I/NET DIRECT DIGITAL CONTROL SYSTEM AND ACCESS CONTROL SYSTEM AT:

76347 VETERANS WAY
Courthouse and Records Storage Building

Quote # 0905N-045

Cyrus Technologies, Inc. (CTI) is pleased to propose this Preventive Maintenance Contract and Technical Support Program as outlined below for said subject

I. PREVENTIVE MAINTENANCE - (Scheduled visits)

Included under this contract Yes, No

52 Scheduled Visits per Year are included. (Full working day including travel)

We agree to provide Preventive Maintenance on the equipment designated in Schedule "A" attached hereto, in accordance with the terms and conditions of this agreement.

- Required "Work" or "Maintenance" will be performed by trained personnel directly employed and/or supervised by CTI
- A lead Service Engineer will be assigned to this project that will be primarily responsible for providing contract services.
- Additional Engineers and Technicians will also be familiarized with your system to ensure that there is no lapse in service to your equipment.
- Cost incurred in training these Service people shall be the sole responsibility of CTI and shall not be passed on to the owner.
- Regular and systematic Preventive Maintenance will be performed during normal working hours.
- Notify IT Department, Security and Maintenance prior to scheduled visit.

II. SERVICE CALLS - (Nonscheduled visits during normal business hours)

Included under this contract Yes, No

Not to exceed ___ Visits per Quarter, ___ Visits per Year or ___ Unlimited

Physical response time will be within 4 hours during normal business hours, at service rate listed on page 8 of 8.

CTI will provide on-site nonscheduled service between scheduled maintenance calls, when necessary, to keep equipment and components in proper operation. These visits shall be performed during normal working hours excluding nights, weekends and holidays. To request a service call, call our Service Manager at 1-904-858-7053 X12 during normal business hours. Our Service Manager will advise you over the telephone on how to handle the problem, have a Service Engineer connect to your system via telephone modem, or schedule a service visit. Any additional visits other than the ones stated above would be subject to CTI's standard prevailing labor rate plus any cost incurred.

III. AFTER HOUR SERVICE CALLS - (Nonscheduled visits after normal business hours)

Included under this contract ___ Yes, No

Not to exceed ___ Visits per Quarter, ___ Visits per Year or ___ Unlimited

Physical Response time will be within __ hours after normal business hours

Telephone Response time will be within 1 hours, with confirmation call to confirm voice message.

24 hour/365 day coverage is included ___ Yes, ___ No

CTI will provide on-site after normal business hours service between scheduled maintenance calls, when necessary to keep equipment and components in proper operation. To request after hour service, call our Service Manager at 1-904-858-7053 X12 during normal business hours (Monday through Friday - 8:00 AM till 5:00 PM or for after hours and 24 hour service, we have a Service Engineer on duty with a cellular phone and pager to handle your emergency calls. Please call 904-858-7053 X12 for the engineer on duty. Our Service Engineer will advise you over the telephone on how to handle the problem, connect to your system via telephone modem, or respond within the time stated above. Any additional visits other than stated above will be subject to CTI's standard prevailing labor rate plus any cost incurred

IV. VPN SERVICE CALLS - (During normal business hours)

Included under this contract Yes, ___ No

Not to exceed ___ Calls Quarter, ___ Calls per Year

Unlimited calls are included under this contract Yes, ___ No

**Telephone Response time will be within 1 hours
(User ID and Password will be provided by Nassau County to CTI)**

CTI will provide telephone diagnostics via modem during regular working hours in order to provide you with the fastest service available when you experience a problem. A dedicated telephone line must be available at your Host Workstation. A telephone line that is shared with other equipment (such as a fax machine, etc.) is not acceptable. To request a service call, call our Service Manager at 1-904-858-7053 X12 during normal business hours or the Service Engineer at 1-904-858-7053 X12 for after hours service. Our Service Manager or Service Engineer will advise you over the telephone on how to handle the problem or will connect to your system via telephone modem.

V. OPERATOR TRAINING

Included under this contract Yes, X No

Training sessions are included
(Each visit shall consist of a four-hour session and a maximum of four students)

CTI will provide additional operator training during the course of the year scheduled at your convenience. Training will be provided for your regular operators as well as any new or additional operators. This additional training helps the operators get more out of the system after they have had some time using it. As they become more familiar with the system, they will have more questions as they see how powerful the system is. The TAC I/NET software package is very powerful system and we want you to take full advantage of all its features (such as trend plotting, graphics, docutrend, DDC programming, etc.). We recommend that the sessions be limited to small groups of four students. While training is usually performed on site at your facility, training is also available at our Corporate Headquarters in Dallas, Texas.

VI. SOFTWARE/FIRMWARE UPGRADES

Included under this contract X Yes, No

CTI will provide software/firmware upgrades for you INET system and Emergin if required as they become available. This allows your system to keep current and to take full advantage of TAC's latest features and developments.

The labor to install this software/firmware is included in this proposal.

VII. SOFTWARE MAINTENANCE

Included under this contract X Yes, No

Not to exceed 13 Visits per Quarter, 52 Visits per Year

CTI will provide software maintenance, which will consist of our Service Engineers and Technicians working with your operators in keeping all the software, graphics and report features of the I/NET System at their maximum beneficial output.

VIII. REPAIR AND REPLACEMENT

Included under this contract ____ Yes, No

**** Material is not covered under this contract, but is covered under your multi-year warranty. Yes, ____ No. Warranty expiration date is April 2006.**

CTI will provide materials and labor for repair, or replacement of failed equipment and components with new or reconditioned equipment or components (in accordance with coverage described in Schedule A).

If repair and replacement is not included in your contract CTI will provide you a written quotation for any material that is required to repair your system.

X. QUALIFICATIONS

CTI Preventive Maintenance shall consist of the following as outlined above in items I through VII:

- Checking performance of TAC equipment and components.
- Diagnostic tests, examination, cleaning, lubrication, adjustment and calibration of TAC equipment designated in Schedule A and their components.
- Providing materials and labor for repair or replacement of failed equipment and components with new or reconditioned equipment or components (in accordance with systems and equipment described in Schedule A).
- Providing on-site Service Visits, between scheduled preventive maintenance calls, when necessary to keep equipment and components in proper operation (in accordance with systems and equipment described in Schedule A).
- Normal business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday inclusive, excluding nights, weekends and holidays.
- Reasonable means of access to the equipment being serviced shall be provided to CTI.
- CTI shall be permitted to start and stop all equipment necessary (after notification and approval of the facilities representative) to perform the herein agreed services as arranged with your representative.
- CTI 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, freeze-ups, terrorism, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. In no event shall CTI be liable for business interruption losses or consequential or speculative damages. This sentence shall not relieve CTI of liability for damage of property or injury to persons resulting from accidents caused solely by the negligence of CTI in the performance or failure to perform its obligations under this agreement.

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- CTI shall not be required to make replacements or repairs necessitated by reason of negligence, abuse or misuse, or by reason of any other cause beyond its control except ordinary wear and tear.
 - When a request for service is made by the owner at times other than we would have made a scheduled Preventive Maintenance call, and inspection does not reveal any defect required to be serviced under this agreement, we reserve the right to charge you at our prevailing service labor rate.
 - Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Building Maintenance Director and Contract Manager and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Building Maintenance Director or their designee, the Contract Manager, and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the Contract Manager and the County Attorney and the County Administrator, the Contract Manager and the Building Maintenance Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

X. EXCLUSIONS

The following is not within the scope of this agreement:

- Removal or reinstallation of replacement valves and dampers when required.
- Cutting and patching of building surfaces when required to make repairs on concealed or inaccessible equipment, piping, and wiring.
- Draining or venting of water systems.
- Repairs to equipment damaged by ambient conditions outside of the manufacturer's recommended limits.
- Repairs to equipment damaged due to negligence.

XI TERMS AND CONDITIONS

Start Date: Upon acceptance

Ending Date: September 30, 2006

For services designated herein and in Schedule A, & B you agree to pay CTI the amount of:

This amount is to be paid upon receipt of invoice per the following schedule:

Monthly Invoice of: \$ 2,940.00 in advance plus applicable taxes. ✓

Additional Pricing Options:

If Full Comprehensive Service (Sections I, II, III, IV, VI, VII, VIII) is selected, add the option(s) cost below to the Preventative Maintenance monthly price above.

- Accepted →
1. May 2006 – September 2006, additional monthly cost will be \$ 2,352.00. Applies Comprehensive Services to the above Preventative Maintenance Services.
 2. Apply Comprehensive Services to the above Preventative Maintenance Services for October 1, 2006 – September 30, 2007, will be additional \$ 2,352.00 monthly to the Preventative Services amount.

- This agreement shall commence on Contract Signing and shall continue until canceled. This agreement may be canceled by either party giving written notice not less than 60 days prior to any anniversary date of this agreement. This agreement may also be canceled by either party giving written notice of non-performance.
- For services not covered in this contract and performed by CTI upon your authorization, you agree to pay CTI for labor, material and transportation charges.
- This agreement, when accepted in writing by you and approved by the authorized CTI representative, shall constitute the entire agreement between us.
- An authorized CTI representative must approve all waivers, alterations or modifications to this agreement in writing.
- The annual price of the service agreement may be escalated at the anniversary date of October 1st to reflect increases in labor and material costs. We will give a 60 day written notice of any increase.

Please contact our Service Department at:

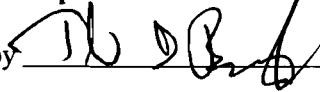
During Normal Business Hours

Contact our Service Manager @ 1-904-858-7053 X12

After Hours Service

Contact our Service Manager @ 1-904-858-7053 X12


Customer Acceptance

Accepted by 

Print Name Thomas D. Branan, Jr.

Title Chairman

CTI Approval

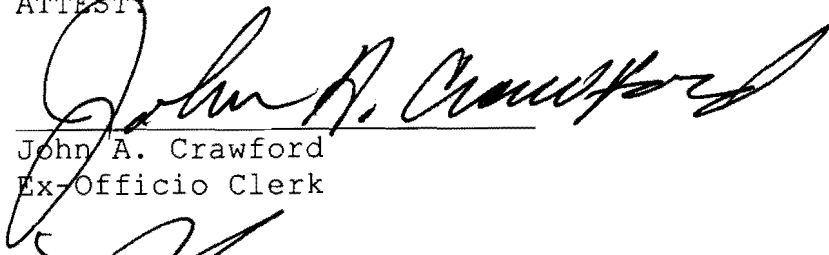
Approved by 

Print Name JAMES DIXON

Name of Firm or Organization

Nassau County Board of County Commissioners Cyrus Technologies, Inc.

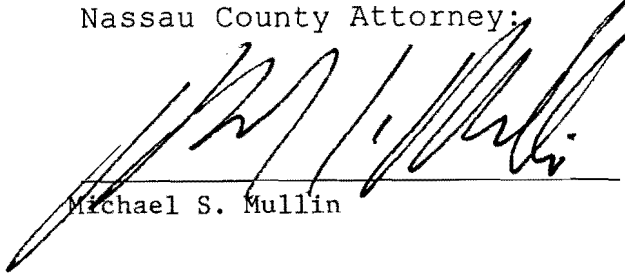
ATTEST



John A. Crawford
Ex-Officio Clerk



T. J. GREESON
CHIEF OF STAFF/OPERATIONS
Approved as to form by the
Nassau County Attorney;



Michael S. Mullin

4521 St. Augustine Road, Suite 8
Jacksonville, FL 32207

Billing Address

Purchase Order No.

Date:

SCHEDULE A

24100 WILLIAM BURGESS BLVD. Courthouse and Records Storage Building

The following control equipment shall be serviced under this agreement:

- | | |
|---|---|
| 1. TAC Host Workstations and printers | 10. Current Sensors and Relays |
| 2. TAC Routers and Modems | 11. Differential pressure switches |
| 3. Fieldserver Bridges and Drivers | 12. Transformers, batteries and Power Supplies |
| 4. All software supplied and installed by CTI | 13. Pressure Transmitters |
| 5. PCU/MRI/MR/UC Controllers | 14. Card Readers, door switches, exit request devices. |
| 6. DPU/DIU/DLCU Controllers | 15. Duress switches, glass break detectors, motion detection devices. |
| 7. Paging software | |
| 8. All Valve Actuators provided by CTI | |
| 9. Temperature, CO and Humidity sensors | |

Description	Qty	Description	Qty
Micro Controllers Interfaces	4	VAV/FTU Temperature Sensors	102
Industrial Controller Interfaces	4	Network Process Router	1
Process Control Units	6	Field Devices (Temp, Panic, Status, Locks, power supplies, etc)	244
Expansion boards	3	Card Readers	47
Door Processing Units	15	Workstations, Laptop	3
Digital Control Lighting Units	2	FieldServer Interface Controller	1
Micro Regulator Control Units	7		
VAV/FTU controllers	102		

Equipment *not* covered under this Service / Maintenance agreement includes:

- | | |
|-----------------|------------------------------------|
| • Package Units | • VAV Boxes and heater SCR |
| • Pumps | • VFD's |
| • Starters | • Electric Heater Factory controls |
| • Chillers | • Facility Wiring |
| • Dampers | • Fire System Equipment |

Factory equipment on miscellaneous equipment controls and components provided by others

SCHEDULE B

CTI PREVAILING LABOR RATES (Effective April 1, 2005)

The following labor rates apply to all work not covered under the service agreement.

Technician	Regular time	\$ 55.00 per hr.
Application Engineer	Regular time	\$ 75.00 per hr.
Principal Engineer	Regular time	\$110.00 per hr.
Travel (From Jacksonville)	Travel time	\$ 45.00 per hr.

For Non-Service Customers

Technician	Regular time	\$ 90.00 per hr.
Application Engineer	Regular time	\$ 120.00 per hr.
Principal Engineer	Regular time	\$ 180.00 per hr.
Travel	Travel time	\$ 75.00 per hr.

- All rates are based on two (2) hour minimum
- Travel time is considered billable service time to and from the site from Jacksonville.
- All rates are subject to change with written notice
- Travel and living expenses shall be billed at cost plus 15%
- Over time is after 8 hours of regular time Monday through Friday and on Saturday and is billed at 1.5 times applicable rate
- Sundays and Holidays are billed at 2.0 times applicable rates

8:55 Mr. Lacambra requested clarification whether the following are sole source providers: the Cyrus Technologies Service Contract to provide support and preventative maintenance on the Access Control System at the Historic Courthouse and Cyrus Technologies Service Contract to provide support and preventative maintenance on the Access Control System at the Historic Courthouse being sole source providers. The Clerk commented that the record needs to be clear for historical purposes, so that the Board is not questioned about the appropriateness of it later. Bill Howard, Building Maintenance, appeared before the Board to explain that Cyrus Technologies is the sole proprietor for the software that is currently being used for the Building Management System at these two sites.

Cyrus Technologies developed the system, wrote the programming and they are the sole source to update it. Commissioner Higginbotham requested that this be put in the record in the future. Mr. Mullin clarified that no other company could come and provide this service because of the equipment that Cyrus Technologies has provided for both facilities. It was moved by Commissioner Marshall, seconded by Commissioner Higginbotham and unanimously carried to approve and authorize the Chairman to sign the following: (1) Cyrus Technologies Service Contract to provide support and preventative maintenance on the Judicial Complex Courthouse and Records Storage Building Maintenance System in the amount of \$23,520.00 and include the Full Comprehensive Service option in the amount of \$11,760.00. Funding source: 01189712-534000 Contractual Service; and (2) Cyrus Technologies Service Contract to provide support and preventative maintenance on the Access Control System at the Historic Courthouse in the amount of \$2,003.50, including the Full Comprehensive Service option in the amount of \$3,356.50, and the Budget Transfer in the amount of \$5,360.00. Funding source: 01192712-534000 Historic Courthouse Contractual Service and Budget Transfer from 01192712-546000 Historic Courthouse Repairs and Maintenance.

COPY

Agenda Request For: January 23, 2006

Department: Building Maintenance Department

Background: Cyrus Technologies Service Contract will provide support and preventive maintenance on the Judicial Complex Courthouse and Records Storage -Building Maintenance System. The scope of items covered in this contract include; Security, HVAC controls, Generator conditions when running, UPS System Information (Battery Back-up for IT Server Room), Fire Alarm Data, Lighting Controls, and Courtroom Evidence equipment.

Memorandum from Joe Blanchard- IT Operators Director, recommends the contract be accepted, and the Full Comprehensive Service option be included.

Bill Howard- Judicial Complex Supervisor feels this contract is needed to ensure all computer controls stay within the set parameters. This is only accomplished through routine maintenance of the components.

For the remainder of the 05-06 Budget year:

Cyrus Technologies Service Contract if executed on February 1st, funding amount: \$23,520.00.

Full Comprehensive Service: May 2006-September 2006 at \$2,352.00 per month: \$11,760.00.

- Cyrus Technologies Contract total for the maintenance system: \$35,280.00.

During the 05-06 Budget process funds were included for the Building Maintenance System estimated at \$40,000.00.

- Contract Agreement expiration date of September 30, 2007.

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Cyrus Technologies Service Contract: \$ 40,000.00, included increase estimate for material and labor.

Full Comprehensive Service Option: \$ 28,224.00.

(01189712-534000) 06-07 Budget Year Impact \$ 68,224.00

Action requested and recommendation: Recommend the Board:

- Approval to including the Full Comprehensive Service option.
- Approval and the chair to sign the Cyrus Technologies Service Contract Agreement.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Funding Source: 01189712-534000-Contractual Service: \$35,280.00

Reviewed by:

Department Head

Daniel Salma

Legal

Administrator

Finance

Administrative Services

Grants

Revised 09/05

DS Funds are available in 05/06 Budget

APPROVED

DATE 1/23/06 *BKS*