

(Contract Management Use only)

CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.

CM1725-A7

CONTRACTOR INFORMATION

Name: ATLANTIC COMPANIES, INC.

Address: 1714 CESERY BLVD JACKSONVILLE FL 32211
City State Zip

Contractor's Administrator Name: CAROL MASTERSON Title: CUSTOMER CARE MANAGER

Tel#: 904-472-8444 Fax: 904-743-8466 Email: CMASTERSON@ATLANTICCOMPANIES.NET

CONTRACT INFORMATION

Contract Name: SECURITY ALARM MONITORING Contract Value: \$222.00 per year \$1850/mo

Brief Description: MONITORING AGREEMENT FOR SOLID WASTE DEPARTMENT

Contract Dates : From: APRIL, 2014 to SEPT 30, 2014 Status: ___ New ___ Renew Amend# ___ WA Task Order




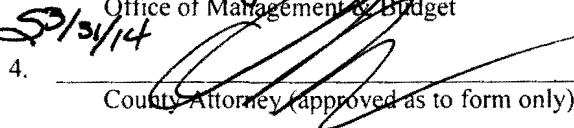
How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other

If Processing an Amendment:

Contract #: CM1725 Increase Amount of Existing Contract: ___ No Increase


New Contract Dates: ___ to ___ TOTAL OR AMENDMENT AMOUNT: ___

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 
 Department Head Signature 3/25/14 Date 70344534-534000 Funding Source/Acct #
- 
 Contract Management 3-28-14 Date
- 
 Office of Management & Budget 4-3-14 Date
- 
 County Attorney (approved as to form only) 4-14-14 Date

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL


Ted Selby 4/16/14 Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

RECEIVED
COUNTY MANAGER'S
OFFICE
15 APR 15 PM 3:45

RECEIVED
CONTRACT MANAGEMENT
2014 APR 16 PM 4:59

RECEIVED
COUNTY MANAGER'S
OFFICE
15 MAR 28 AM 11:55



Monitoring Agreement
 81441

1714 CESERY BOULEVARD
JACKSONVILLE, FL. 32211

FLORIDA: 904-743-8444
GEORGIA: 912-264-8679
FAX: 904-743-8466

This Agreement is made this 1ST day of APRIL, 2014, by and between ATLANTIC COMPANIES (Seller) and NASSAU COUNTY SOLID WASTE (OFFICE) (Purchaser). For the consideration and pursuant to the terms and conditions hereinafter mentioned, Seller agrees to sell to Purchaser and to install, or cause to be installed in the premises of Purchaser, located at 46026 LANDFILL RD. CALLAHAN, FL 32011 (Premises), and Purchaser agrees to buy equipment listed. **Terms and conditions of this purchase agreement appear on the back of this document. Read them before you sign it.**

BILLING ADDRESS

Temporary Permanent

[Empty box for Billing Address]

CAROL MASTERSON - CUSTOMER SERVICE MANAGER 904-743-8444
EMAIL: CMASTERSON@ATLANTICCOMPANIES.NET

| | |
|--|--|
| CREDIT CARD TYPE: VISA <input type="checkbox"/> MC <input type="checkbox"/> AMX <input type="checkbox"/> DISC <input type="checkbox"/> CARD HOLDER NAME: _____ NUMBER: _____ EXPIRATION DATE: _____ AMOUNT: \$ _____ SIGNATURE: _____ | CONNECTION CHARGE _____ JOB INSTALLATION _____ JOB DEPOSIT _____ JOB COMPLETION BALANCE _____ ANNUAL MONITORING \$222.00 TAX INC. ANNUAL BACKUP MONITORING _____ TAX INC. |
|--|--|

MONTHLY QUARTERLY SEMI-ANNUAL ANNUAL

MONITORING BILLING CHOICES

EMERGENCY LIST: Please list those individuals to be called after authorities have been dispatched in the event you cannot be reached.

PASSWORD _____

| | |
|------------------------|---------------|
| NAMES: 1. _____ | 2. _____ |
| TELEPHONE: Home: _____ | Home: _____ |
| Office: _____ | Office: _____ |
| Mobile: _____ | Mobile: _____ |
| Email: _____ | Email: _____ |

Home # _____
Office # _____
Fax # _____
Email _____

X *[Signature]* 4/16/14
 PURCHASER/SUBSCRIBER/BUYER DATE
[Signature] G-MASTERSON
 CONSULTANT MANAGER APPROVAL

I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information.

Terms and Conditions

1. **PRINTED AGREEMENT** - None of the **PRINTED AGREEMENT** or its items and conditions may be altered without the express written approval of an officer of the Seller.

2. **SELLER** agrees to install specified systems on premises and to make any necessary inspections and tests to deliver system to Purchaser in operating condition in accordance with standard installation procedures of Seller. The installation will be completed within a reasonable length of time based on the conditions inherent in the premises and Seller's installation schedule.

3. **FULL ONE-YEAR WARRANTY** - Seller/Atlantic Companies promises to furnish a replacement part for any portion of Purchaser's security system that proves to be defective in workmanship or material under normal use for a period of one year from the date of installation. Seller reserves the right to use reconditioned parts in fulfillment of this warranty.

Seller/Atlantic Companies extends to Purchaser warranties for equipment not made by us granted us by manufacturers of such equipment used in Seller home systems. Seller will return this equipment to the original manufacturer for fulfillment of their warranty obligations.

We will furnish the labor to remove and replace the defective part during the same one-year period. Seller/Atlantic Companies makes no other warranty except as herein specifically set forth, particularly any warranty of merchantability or fitness for any particular purpose, either express or implied in law.

GENERAL: Furnishing of parts and labor as described above shall constitute fulfillment of all Seller/Atlantic Companies obligations with respect to this warranty, and replacement part will be warranted only for the unexpired portion of the original warranty.

A bill of sale, cancelled check, or payment record shall be kept by Purchaser to verify purchase date and establish warranty period.

To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase of your system.

Distributed by Atlantic Companies
1714 Cesery Boulevard
Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Purchaser. Seller will perform service during normal working hours. For emergency service, Seller will charge you an emergency service labor premium.

Seller will endeavor to perform service within 48 hours after notification of a problem by the Purchaser.

EXCLUSIONS: This warranty applies only to units sold and retained within the continental USA. This warranty does not apply to the product or parts that have been damaged by accident, abuse, lack of proper maintenance, unauthorized alterations, misapplication, fire, flood, lightning strikes or acts of God.

This warranty does not cover service calls which do not involve defective workmanship or materials. **IN NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.**

4. **SELLER NOT AN INSURER** - It is specifically understood and agreed: That Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or Premises; THAT SELLER MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the systems to properly operate with resulting loss to Purchaser because of, among other things:

(a) The uncertain amount or value of Purchaser's property or that of other persons kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or other such services or entities should such department or entity be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate;

(d) The nature of the service to be performed by the Seller and the uncertain nature of occurrences which might cause injury or death to Buyer or any other person which the system or equipment is designed to detect or avert.

Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, whatsoever, including, but not limited to installation, design, service, monitoring, or the failure of any system or equipment installed by, or service performed by Seller in any respect whatsoever, Seller's maximum liability shall not exceed a sum equal to the annual service charge contracted herein or Two Hundred Fifty (\$250.00) Dollars, whichever is less, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligation imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees. In the event that the Purchaser wished Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limited liability by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold Seller as an insurer. Purchaser may also obtain such additional liability protection from insurance carrier, as Purchaser desires.

5. **INDEMNIFICATION** - Purchaser agrees to and shall indemnify and save harmless the Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection

with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct or active or passive negligence on the part of Seller, its agents, servants or employees.

The Seller assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of Seller including interruption in telephone service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall continue.

6. **CENTRAL STATION SERVICES** - Central station services consist of the receipt, analysis and response (dispatch of proper authorities) to signals from system installed under this Agreement. Such services are initiated upon final payment for installation and pre-payment of service charges. All services may be discontinued anytime charges are unpaid or system is abused. Notice by certified or registered letter to billing address shall be deemed sufficient notice of discontinuation and shall be deemed effective for all purposes upon mailing and not receipt.

Monitoring service is billed and payable annually in advance. **MONITORING SERVICE SHALL CONTINUE ON A YEARLY BASIS UNLESS CANCELLED IN WRITING BY EITHER PARTY NO LESS THAN 60 DAYS BEFORE ANNUAL RENEWAL DATE.**

The Department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Purchaser or by others due to failure of such Department organization.

7. **TELEPHONE CONNECTIONS** - Seller will assist Purchaser in making necessary arrangements to secure telephone service connections for systems. Purchaser agrees to furnish any necessary tele-

phone services or telephone lines at Purchaser's own expense. The charge for the installation and continuation of this service shall be billed to the account of the Purchaser and will appear on his regular telephone billing.

8. **TESTING** - It is the responsibility of the Purchaser to test the system for proper operations periodically but not less than monthly. Purchaser shall follow all instructions and procedures which Seller may prescribe for the operation and maintenance of the system.

9. **RETENTION OF TITLE AND RIGHT OF ACCESS** - The system shall remain the personal property of Seller until fully paid for in cash by Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by Seller. Purchaser understands and agrees that the installation of equipment owned by Seller does not create a fixture on the Premise as to that equipment. Should Purchaser default in any payment for the system or part, then Purchaser authorized and empowers Seller to enter upon/in said Premise and to remove the system, or part from the premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of Purchaser's default in payment, nor shall Seller be obligated or liable to Purchaser in any manner. Risk of loss of the system, or any part of the same, shall pass to Purchaser upon delivery to the premises of such system or part.

10. **FEES, CHARGES, RIGHTS AND COST OF COLLECTION** - All fees and charges are payable in advance. Failure to pay fees, charges or other sums owed will result in your services being disconnected. Further, when you are in default, Seller can require immediate payment (acceleration) of what you owe under the contract and take possession of the property. Purchaser waives any right Purchaser has to demand for payment, notice of intent to accelerate and notice of acceleration. If Seller hires an attorney to collect what Purchaser owes, Purchaser will pay the attorney's fee and court costs as permitted by law. This includes any attorneys' fees Seller incurs as a result of any bankruptcy proceeding brought by or against Purchaser under federal law or an appellate proceeding. Payment shall be due upon the receipt of invoices by Seller unless otherwise specified on the front hereof. Interest shall accrue on all amounts more than thirty (30) days past due at the default rate of interest of 18% per annum or the maximum allowable rate, whichever is less. All payments shall be due and payable at Seller's office set forth on the front of the Agreement. Additionally, there will be a 1.50%/month LATE CHARGE on Past Due Balances. The minimum Late Charge is \$3.00. Any action taken under paragraph 6 and/or paragraph 9 shall in no way prejudice Seller's right to collection of unpaid charges and costs herein enumerated. If services are discontinued because of Purchaser's past due balance, and if Purchaser desires to have the monitoring service reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller at a reasonable amount. Seller shall have the right to increase the reoccurring service charge provided herein, upon written notice to Purchaser, at any time or times after the date service is operative under this Agreement. Purchaser agrees to notify Seller of any objections to such increase in writing within twenty (20) days after the date of the notice of increase, failing which it shall be conclusively presumed that Purchaser agreed to such increase. In the event Purchaser objects to such increase, Seller may elect to (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or (ii) terminate the Agreement upon fifteen (15) days advance notice to Purchaser.

In addition to those charges addressed above, Purchaser agrees to pay, upon demand, (a) any false alarm assessments; federal, state and local taxes, fees or charges imposed by any governmental body or entity relating to the equipment or services provided under this Agreement; (b) any increase in charges to company or to Seller for the facilities needed to transmit signals under this Agreement; and (c) any service charge in the event Seller sends a representative to Purchaser's premises in response to a service call or alarm signals where Purchaser has not followed proper operating instructions, failed to close or properly secure a window, door or other protected point, or improperly adjusted CCTV camera, monitors or accessory components.

11. **NOTICE TO PURCHASER** - Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to enforce his claim against your property. Under law, you may protect yourself against such claims either by filing with the Court a "No Lien Agreement" or a payment bond depending upon the law of the state where your property is located.

(a) **BUYER'S RIGHT TO CANCEL** this Agreement. Buyer may cancel this Agreement or purchase by mailing a written notice to the Seller postmarked not later than midnight of the third business day after the date this Agreement was signed. Buyer may use the face of this Agreement as that notice by writing "I hereby cancel" by Buyer signature and by adding your name, address and new signature thereon. The notice must be mailed to Seller at the office indicated in the Agreement and must be sent by either certified mail or registered mail.

12. **ENTIRE AGREEMENT** - This instrument constituted the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commitments (either written or spoken) and writing pertaining hereto.

This Agreement can only be changed by a written amendment signed by both parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement becomes binding upon Seller only when signed by a District Sales Manager of Atlantic Companies. In the event of non-approval, the sole liability of the Seller shall be to refund to Buyer the amount that has been paid to Seller upon execution of this Agreement.

13. **LITIGATION** - The laws of the State of Florida shall govern the terms of this Agreement and the parties agree to submit to the jurisdiction of the State of Florida. Venue for resolution of any disputes arising under this Agreement, including litigation, regardless of place of payment, shall be in a forum or court, as required, of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County, Florida, is a convenient forum.

14. **CHANGES AND ASSIGNMENT** - Purchaser acknowledges that the sale or transfer of the Premise by the Purchaser to a third party does not relieve Purchaser of his obligations under this Agreement. Purchaser may not assign this Agreement unless Purchaser obtains prior written consent from Seller. Seller may assign this Agreement or subcontract the work to be performed without notice to Purchaser or Purchaser's consent.

15. **THIRD PARTY INDEMNIFICATION** - In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against Seller for any reason relating to our duties and obligations pursuant

to this Agreement, including but not limited to the design, maintenance, operation, or non-operation of the alarm-system, Purchaser agrees to indemnify, defend and hold Seller, its dealers, agents, installers, their successors and assigns harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Seller, its dealers, installers, agents, servants, assign or employees. This Agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur solely while an employee of Seller is on Purchaser's Premises in accordance with this Agreement and which losses, damages and liability are solely and directly caused by the act or omissions of that employee.

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

Cm1725

CONTRACTOR INFORMATION

Name: ATLANTIC COMPANIES, INC.

Address: 1714 CESERY BLVD JACKSONVILLE FL 32211

Contractor's Administrator Name: CAROL MASTERSON City JACKSONVILLE State FL Zip 32211 Title: CUSTOMER CARE MANAGER

Tel#: 904-743-8444 Fax#: 904-743-8466 Email: CMASTERSON@ATLANTICCOMPANIES.NET

CONTRACT INFORMATION

Contract Name: SECURITY ALARM MONITORING Contract Value: \$5,952.00

Brief Description: Maintenance Agreement on the Judicial Annex Elevators.

Monitoring agreement for multiple locations around County

Contract Dates: APRIL 1, 2011 to SEPT 30, 2014 Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: \$ _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|------------------|-------------------------------|
| 1. | <u>Danew Miley</u> | <u>2-17-2011</u> | <u>See attached worksheet</u> |
| | Department Head Signature | Date | Funding Source/Acct # |
| 2. | <u>Charlotte Young</u> | <u>2-28-11</u> | |
| | Contract Management | Date | |
| 3. | <u>[Signature]</u> | <u>3-2-11</u> | |
| | County Attorney (approved as to form only) | Date | |
| 4. | <u>[Signature]</u> | <u>3-3-11</u> | |
| | Office of Management & Budget | Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 3/3/11
Ted Selby, County Manager Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
Department Office of Management & Budget
Contract Management
Clerk Finance

11 APR - AM 10:56

CONTRACT MANAGEMENT

2011 FEB 18 PM 2:43

RECEIVED CONTRACT MANAGEMENT

11 MAR - 3 PM 12:56

RECEIVED CONTRACT MANAGEMENT

2011 MAR - 4 PM 2:27
RECEIVED CONTRACT MANAGEMENT



- Install
- Pre-wire
- Purchase Agreement
- Equipment Add-On
- Monitoring Agreement
-

1714 CESERY BOULEVARD
JACKSONVILLE, FL. 32211

FLORIDA: 904-743-8444
GEORGIA: 912-264-8979
FAX: 904-743-8466

This Agreement is made this 15th day of February, 2011, by and between ATLANTIC COMPANIES (Seller) and Nassau County Board of County Commissioners (Purchaser). For the consideration and pursuant to the terms and conditions hereinafter mentioned, Seller agrees to sell to Purchaser and to install, or cause to be installed in the premises of Purchaser, located at SEE "ATTACHMENT A" (Premises), and Purchaser agrees to buy equipment listed. **Terms and conditions of this purchase agreement appear on the back of this document. Read them before you sign it.**

BILLING ADDRESS

- Temporary Permanent

| | | | |
|---|--|---------------------------|--|
| C.P.U. MODEL | | CARBON MONOXIDE DETECTORS | |
| MONITORING METHOD: | | STROBE LIGHT | |
| PHONELINE <input type="checkbox"/> Provider | | HIGH WATER LEVEL SENSORS | |
| CELLULAR | | SMOKE DETECTORS | |
| INTERNET | | HEAT DETECTORS | |
| TWO-WAY VOICE | | DOOR SENSORS TYPE | |
| INTERIOR SPEAKER / SIREN | | OVERHEAD DOOR SENSORS | |
| REMOTE TELEPHONE CONTROL | | WINDOW SENSORS MODEL | |
| EXTERNAL SIREN | | WINDOW SCREENS | |
| EXPANSION MODULES | | GLASS BREAK SENSORS | |
| L.C.D. TOUCHPAD MODEL | | INTERNAL SENSORS TYPE | |
| L.E.D. TOUCHPAD MODEL | | | |
| KEYFOB MODEL | | | |

| | | | |
|--|-------|--------------------------|------------------------|
| <input type="checkbox"/> LEASE <input type="checkbox"/> PURCHASE | | CONNECTION CHARGE | + TAX |
| AGREEMENT LENGTH | MO. | JOB INSTALLATION | + TAX |
| INSTALLATION DEPOSIT | | JOB DEPOSIT | + TAX |
| MONTHLY INSTALLMENTS | | JOB COMPLETION BALANCE | + TAX |
| MONTHLY MONITORING | + TAX | *ANNUAL MONITORING*C | SEE ATTACHMENT B + TAX |
| | | ANNUAL BACKUP MONITORING | + TAX |

MONTHLY QUARTERLY SEMI-ANNUAL ANNUAL
MONITORING BILLING CHOICES

EMERGENCY LIST: Please list those individuals to be called after authorities have been dispatched in the event you cannot be reached.

NAMES: 1. _____ 2. _____

TELEPHONE: Home: _____ Office: _____ Mobile: _____ Email: _____

PASSWORD: _____

Home # _____
Office # _____
Fax # _____
Email _____

X *[Signature]* 4/4/11
PURCHASER/SUBSCRIBER/BUYER DATE
C. MASTERTSON
MANAGER APPROVAL

[Signature] 3/21/11

I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information.



- Install
- Pre-wire
- Purchase Agreement
- Equipment Add-On
- Monitoring Agreement
- _____

1714 CESERY BOULEVARD
JACKSONVILLE, FL. 32211

FLORIDA: 904-743-8444
GEORGIA: 912-264-8679
FAX: 904-743-8466

This Agreement is made this 15th day of February, 2011, by and between ATLANTIC COMPANIES (Seller) and Nassau County Board of County Commissioners (Purchaser). For the consideration and pursuant to the terms and conditions hereinafter mentioned, Seller agrees to sell to Purchaser and to install, or cause to be installed in the premises of Purchaser, located at SEE "ATTACHMENT A" (Premises), and Purchaser agrees to buy equipment listed.

Terms and conditions of this purchase agreement appear on the back of this document. Read them before you sign it.

BILLING ADDRESS _____

- Temporary Permanent

| | |
|---|-----------------------------|
| C.P.U. MODEL _____ | CARBON MONOXIDE DETECTORS |
| MONITORING METHOD: | STROBE LIGHT |
| PHONELINE <input type="checkbox"/> Provider _____ | HIGH WATER LEVEL SENSORS |
| CELLULAR _____ | SMOKE DETECTORS |
| INTERNET _____ | HEAT DETECTORS |
| TWO-WAY VOICE _____ | DOOR SENSORS TYPE _____ |
| INTERIOR SPEAKER / SIREN | OVERHEAD DOOR SENSORS |
| REMOTE TELEPHONE CONTROL | WINDOW SENSORS MODEL _____ |
| EXTERNAL SIREN | WINDOW SCREENS |
| EXPANSION MODULES _____ | GLASS BREAK SENSORS |
| L.C.D. TOUCHPAD MODEL _____ | INTERNAL SENSORS TYPE _____ |
| L.E.D. TOUCHPAD MODEL _____ | |
| KEYFOB MODEL _____ | |

| | |
|--|---|
| <input type="checkbox"/> LEASE <input type="checkbox"/> PURCHASE | CONNECTION CHARGE _____ + TAX |
| AGREEMENT LENGTH _____ MO. | JOB INSTALLATION _____ + TAX |
| INSTALLATION DEPOSIT _____ + TAX | JOB DEPOSIT _____ + TAX |
| MONTHLY INSTALLMENTS _____ + TAX | JOB COMPLETION BALANCE _____ + TAX |
| MONTHLY MONITORING _____ + TAX | *ANNUAL MONITORING*C SEE ATTACHMENT B + TAX |
| | ANNUAL BACKUP MONITORING _____ + TAX |

- MONTHLY QUARTERLY SEMI-ANNUAL ANNUAL
MONITORING BILLING CHOICES

EMERGENCY LIST: Please list those individuals to be called after authorities have been dispatched in the event you cannot be reached. PASSWORD _____

NAMES: 1. _____ 2. _____

TELEPHONE: Home: _____ Home: _____

Office: _____ Office: _____

Mobile: _____ Mobile: _____

Email: _____ Email: _____

Home # _____
Office # _____
Fax # _____
Email _____

X *[Signature]* 3/3/11
PURCHASER/SUBSCRIBER/BUYER DATE
CONSULTANT C. MASTERSON
MANAGER APPROVAL

I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information.

Terms and Conditions

PRINTED AGREEMENT - None of the PRINTED AGREEMENT or its terms and conditions may be varied without the express written approval of an officer of the Seller.

SELLER agrees to install specified systems on premises and to make any necessary inspections and site to deliver system to Purchaser in operating condition in accordance with standard installation procedures.

Seller. The installation will be completed within a reasonable length of time based on the conditions heretofore in the premises and Seller's installation schedule.

FULL ONE-YEAR WARRANTY - Seller/Atlantic Companies promises to furnish a replacement part or any portion of Purchaser's security system that proves to be defective in workmanship or material under normal use for a period of one year from the date of installation. Seller reserves the right to use conditioned parts in fulfillment of this warranty.

Seller/Atlantic Companies extends to Purchaser warranties for equipment not made by us granted by manufacturers of such equipment used in Seller home systems. Seller will return this equipment to the original manufacturer for fulfillment of their warranty obligations.

We will furnish the labor to remove and replace the defective part during the same one-year period. Seller/Atlantic Companies makes no other warranty except as herein specifically set forth, particularly its warranty of merchantability or fitness for any particular purpose, either express or implied in law.

GENERAL: Furnishing of parts and labor as described above shall constitute fulfillment of all Seller/Atlantic Companies obligations with respect to this warranty, and replacement part will be warranted only for the unexpired portion of the original warranty.

A bill of sale, cancelled check, or payment record shall be kept by Purchaser to verify purchase date and establish warranty period.

To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase of your system:

Distributed by Atlantic Companies
1714 Cesary Boulevard
Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Purchaser. Seller will perform service during normal working hours. For emergency service, Seller will charge you an emergency service fee per hour.

Seller will endeavor to perform service within 48 hours after notification of a problem by the Purchaser.

EXCLUSIONS: This warranty applies only to units sold and retained within the continental USA. This warranty does not apply to the product or parts that have been damaged by accident, abuse, lack of proper maintenance, unauthorized alterations, misapplication, fire, flood, lightning strikes or acts of God.

This warranty does not cover service calls which do not involve defective workmanship or materials.

NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

SELLER NOT AN INSURER - It is specifically understood and agreed: That Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises; THAT SELLER MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. Purchaser acknowledges that it is impractical and extremely difficult to fix actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the systems to properly operate with resulting loss to Purchaser because of, among other things:

(a) The uncertain amount or value of Purchaser's property or that of other persons kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or other such services or entities should such department or entity be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate;

(d) The nature of the service to be performed by the Seller and the uncertain nature of occurrences which might cause injury or death to Buyer or any other person which the system or equipment is designed to detect or avert.

Purchaser understands and agrees that if Seller should be found liable for loss or damage due to a failure of Seller to perform any of the obligations herein, whatsoever, including, but not limited to installation, design, service, monitoring, or the failure of any system or equipment installed by, or service performed by Seller in any respect whatsoever, Seller's maximum liability shall not exceed a sum equal to the annual service charge contracted herein or Two Hundred Dollars (\$200.00) Dollars, whichever is less, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligation imposed by this contract from negligence, active or otherwise, of Seller, its agents, assigns or employees. In the event that the Purchaser wishes Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limited liability by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold Seller as an insurer. Purchaser may also obtain such additional liability protection from insurance carrier, as Purchaser desires.

INDEMNIFICATION - Purchaser agrees to and shall indemnify and save harmless the Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct or active or passive negligence on the part of Seller, its agents, servants or employees.

The Seller assumes no liability for delay in installation of the system, or interruption of service due to fires, riots, floods, fires, acts of God, or any cause beyond the control of Seller including interruption in telephone service. Seller will not be required to supply service to the Purchaser while interruption of service is due to any such cause shall continue.

CENTRAL STATION SERVICES - Central station services consist of the receipt, analysis and response (dispatch of proper authorities) to signals from system installed under this Agreement. Such services are initiated upon final payment for installation and pre-payment of service charges. All services may be discontinued anytime charges are unpaid or system is abused. Notice by certified or registered letter to billing address shall be deemed sufficient notice of discontinuation and shall be deemed effective for all purposes upon mailing and not receipt.

Monitoring service is billed and payable annually in advance. **MONITORING SERVICE SHALL CONTINUE ON A YEARLY BASIS UNLESS CANCELLED IN WRITING BY EITHER PARTY NO LESS THAN 60 DAYS BEFORE ANNUAL RENEWAL DATE.**

The Department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Purchaser or by others due to failure of such Department organization.

TELEPHONE CONNECTIONS - Seller will assist Purchaser in making necessary arrangements to secure telephone service connections for systems. Purchaser agrees to furnish any necessary tele-

phone services or telephone lines at Purchaser's own expense. The charge for the installation and continuation of this service shall be billed to the account of the Purchaser and will appear on his regular telephone billing.

TESTING - It is the responsibility of the Purchaser to test the system for proper operation periodically but not less than monthly. Purchaser shall follow all instructions and procedures which Seller may prescribe for the operation and maintenance of the system.

RETENTION OF TITLE AND RIGHT OF ACCESS - The system shall remain the personal property of Seller until fully paid for in cash by Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by Seller. Purchaser understands and agrees that the installation of equipment owned by Seller does not create a fixture on the Premise as to that equipment. Should Purchaser default in any payment for the system or part, then Purchaser authorized and empowers Seller to enter upon said Premise and to remove the system, or part from the premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of Purchaser's default in payment, nor shall Seller be obligated or liable to Purchaser in any manner. Risk of loss of the system, or any part of the same, shall pass to Purchaser upon delivery to the premises of such system or part.

FEES, CHARGES, RIGHTS AND COST OF COLLECTION - All fees and charges are payable in advance. Failure to pay fees, charges or other sums owed will result in your services being disconnected. Further, when you are in default, Seller can require immediate payment (acceleration) of what you owe under the contract and take possession of the property. Purchaser waives any right. Purchaser has to demand for payment, notice of intent to accelerate and notice of acceleration. If Seller hires an attorney to collect what Purchaser owes, Purchaser will pay the attorney's fee and court costs as permitted by law. This includes any attorneys' fees Seller incurs as a result of any bankruptcy proceeding brought by or against Purchaser under federal law or an appellate proceeding. Payment shall be due upon the receipt of invoices by Seller unless otherwise specified on the front hereof. Interest shall accrue on all amounts more than thirty (30) days past due at the default rate of interest of 18% per annum or the maximum allowable rate, whichever is less. All payments shall be due and payable at Seller's office set forth on the front of the Agreement. Additionally, there will be a 1.50% month LATE CHARGE on Past Due Balances. The minimum Late Charge is \$3.00. Any action taken under paragraph 6 and/or paragraph 9 shall in no way prejudice Seller's right to collection of unpaid charges and costs herein enumerated. If services are discontinued because of Purchaser's past due balance, and if Purchaser desires to have the monitoring service reconnected, Purchaser agrees to pay in advance to Seller a reconnection charge to be fixed by Seller at a reasonable amount. Seller shall have the right to increase the recurring service charge provided herein, upon written notice to Purchaser, at any time or times after the date service is operative under this Agreement. Purchaser agrees to notify Seller of any objections to such increase in writing within twenty (20) days after the date of the notice of increase, failing which it shall be conclusively presumed that Purchaser agreed to such increase. In the event Purchaser objects to such increase, Seller may elect to (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or (ii) terminate the Agreement upon fifteen (15) days advance notice to Purchaser.

In addition to these charges addressed above, Purchaser agrees to pay, upon demand, (a) any state alarm assessment; federal, state and local taxes, fees or charges imposed by any governmental body or entity relating to the equipment or services provided under this Agreement; (b) any increase in charges to company or to Seller for the facilities needed to transmit signals under this Agreement; and (c) any service charge in the event Seller sends a representative to Purchaser's premises in response to a service call or alarm signals where Purchaser has not followed proper operating instructions, failed to close or properly secure a window, door or other protected point, or improperly adjusted CCTV camera, monitors or accessory components.

11. NOTICE TO PURCHASER - Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to enforce his claim against your property. Under law, you may protect yourself against such claims either by filing with the Court a "No Lien Agreement" or a payment bond depending upon the law of the state where your property is located.

(a) **BUYER'S RIGHT TO CANCEL** this Agreement. Buyer may cancel this Agreement or purchase by mailing a written notice to the Seller postmarked not later than midnight of the third business day after the date this Agreement was signed. Buyer may use the face of this Agreement as that notice by writing "I hereby cancel" by Buyer signature and by adding your name, address and new signature thereon. The notice must be mailed to Seller at the office indicated in the Agreement and must be sent by either certified mail or registered mail.

12. ENTIRE AGREEMENT - This instrument constituted the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commitments (either written or spoken) and writing pertaining hereto.

This Agreement can only be changed by a written amendment signed by both parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement becomes binding upon Seller only when signed by a District Sales Manager of Atlantic Companies. In the event of non-approval, the sole liability of the Seller shall be to refund to Buyer the amount that has been paid to Seller upon execution of this Agreement.

13. LITIGATION - The laws of the State of Florida shall govern the terms of this Agreement and the parties agree to submit to the jurisdiction of the State of Florida. Venue for resolution of any disputes arising under this Agreement, including litigation, regardless of place of payment, shall be in a forum or court, as required, of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County, Florida, is a convenient forum.

14. CHANGES AND ASSIGNMENT - Purchaser acknowledges that the sale or transfer of the Premise by the Purchaser to a third party does not relieve Purchaser of his obligations under this Agreement. Purchaser may not assign this Agreement unless Purchaser obtains prior written consent from Seller. Seller may assign this Agreement or subcontract the work to be performed without notice to Purchaser or Purchaser's consent.

15. THIRD PARTY INDEMNIFICATION - In the event any person, not a party to this Agreement, shall make any claim of file any lawsuit against Seller for any reason relating to our duties and obligations pursuant

to this Agreement, including but not limited to the design, maintenance, operation, or non-operation of the alarm system, Purchaser agrees to indemnify, defend and hold Seller, its dealers, agents, installers, their successors and assigns harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Seller, its dealers, installers, agents, servants, assign or employees. This Agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur solely while an employee of Seller is on Purchaser's Premises in accordance with this Agreement and which losses, damage and liability are solely and directly caused by the act or omissions of that employee.

Attachment "A"

Nassau County School Board Properties monitored as of 2-15-11.

| <u>Property</u> | <u>Address</u> | <u>Account Number</u> |
|--|------------------------|-----------------------|
| County Maintenance Office | 45195 Musselwhite Road | AWS0071 |
| Yulee Sports Complex | 86142 Goodbread Road | AWS0072 |
| Judicial Courthouse | 76347 Veterans Way | 237358 |
| Judicial Courthouse "Fire" | " " | 237358 |
| Car 1 Elevator | " " | 904-225-2866 |
| Car 2 Elevator | " " | 904-225-5423 |
| Car 3 Elevator | " " | 904-225-0698 |
| Car 4 Elevator | " " | 904-225-2788 |
| Car 5 Elevator | " " | 904-225-4894 |
| Fire Rescue | 96160 Nassau Place | AWS0073 |
| Fire Rescue Head Quarters | " " | AWS0074 |
| <u>James S. Payer Governmental Complex</u> | | |
| Back Hall | 96135 Nassau Place | AWS0094 |
| Supervisor of Elections | " " | AWS0079 |
| Common Area | " " | AWS0080 |
| CCA County MGR | " " | AWS0081 |
| Property Appraiser | " " | AWS0082 |
| Environmental Health | " " | AWS0083 |
| Human Resources | " " | AWS0084 |
| County Attorney | " " | AWS0085 |
| Nassau Historic Courthouse | 416 Centre Street | 237354 |
| Yulee Extension East | " " | AWS0152 |
| Clerk of Courts | 45401 Mickler Street | WO3481 |
| West Nassau Multiuse | 543350 Highway US1 | 130216 |
| Nassau Solid Waste | 46026 Landfill Road | 121225 |
| Nassau Emerg. Operations | 77150 Citizen Circle | 237405 |

" Attachment B "

Nassau County Board of County Commissioners
Request for Quotation Form

Requesting Department: Facilities Maintenance Date: 12/28/10
Department Address: 45195 Musselwhite Road
Callahan Florida 32011
Contact: Don Castle County Cell Phone 904-753-1046
Contact email: maintech@nassaucountyfl.com
Department Phone: 904-548-4688 Department Fax: 904-548-4687

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Scope of Work: Monthly Security Monitoring:

| | |
|---|----------------------|
| Monthly Security Alarm Monitoring | \$ 18.50 PER AOCT |
| Elevator Alarm Monitoring | \$ 18.50 PER |
| Fire Alarm Monitoring | \$ 21.50 PER |
| Service Call/Trip Charge | \$ 0.00 TRIP |
| Service Call for Security Code Changes | \$ 75.00 PER 1/2 HR. |
| Hourly Labor Rate | \$ 90.00 PER |
| Overtime Labor Rate | \$ 115.00 PER |
| Holiday Service Call Rate | \$ 115.00 PER |
| Weekend Service Call Rate | \$ 115.00 PER |
| 24 Hour Service Rate | \$ 115.00 PER |
| Reports - Open / Close How are they accessed? | \$ FREE ON INTERNET |

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes No

*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). *

Please submit written response by: Jan 14, 2011 by 5:00PM
(Date)

Faxed / Scanned to Vendor on 12/28/10 to the attention of _____

To be completed by vendor:

Vendor Name: Atlantic Companies
Address: 1714 Cecery Blvd.
Jacksonville, FL 32211
Phone: 904-743-8444 Fax: 904-743-8466
Contact: Carol Musterson
Email: CMusterson@Atlanticcompanies.net

Attached is a written quote from our company, which is valid for _____ days.

C. Musterson
Signature

2/15/11
Date

Comments: This quote is good for 36 months
after the above date of 4/1/11 = 4/30/14
This covers all properties listed on
"Attachment A" and all additional Nassau
County Properties acquired during the 36 months.



February 15, 2011

SECURITY SYSTEMS



Susie Fontes
Nassau County Board Of County Commissioners
45195 Musselwhite Road
Callahan, FL 32011

HOME THEATERS



AUDIO / VIDEO



Dear Ms. Fontes;

LIGHTING CONTROL



Enclosed you will find the quotation paperwork ("Attachment B") as requested. This quote is good from 4-1-11 through 9-30-14 and it covers all properties listed on "Attachment A" of this packet, and will cover any additional properties acquired during this time period.

STRUCTURED WIRING



Please let me know if you have any questions on this packet.

SURVEILLANCE SYSTEMS



Thank you very much for your time, and your continued patronage.

COMMUNICATIONS

Sincerely,



ACCESS CONTROL

Carol Masterson
Customer Care Manager



CENTRAL VAC



AUTOMATION

| Atlantic Companies Calculation for Annual agreement | | Qtr | Yr | Annual Total | Funding Account. |
|---|---|---------|---------|--------------|----------------------------|
| | County Maintenance Office Monthly \$ 18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | Callahan Co. Bldg -Clerk of Court. \$ 18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | Multi-Use Facility -Monthly \$ 18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | Yulee Co. Extention Office -Monthly \$ 18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | | \$ - | \$ - | \$ 888.00 | 01193519-534000 |
| | Yulee Sports Complex- Monthly \$ 21.50 | \$21.50 | \$64.50 | \$ 258.00 | |
| | | \$ - | \$ - | \$ 258.00 | 01720572-534000 |
| Stanley | JPGC- Fire Alarm \$ 21.50 | \$21.50 | \$64.50 | \$ 258.00 | |
| | JPGC-Back Hall Property Appraiser \$18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JPGC-Common Area- Monthly \$18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JPGC-County Manager-Monthly \$ 18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JPGC-Prop Appr.- Monthly \$18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JPGC-Env. Health Monthly \$ 18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JPGC-Human Resource \$18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JPGC-Co Attorney - Monthly \$ 18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | | \$ - | \$ - | \$ 1,332.00 | 01188519-534000 |
| | JPGC-Supervisor of Elections \$18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | | \$ - | \$ - | \$ 222.00 | SOE Pays |
| | JA- Records Bldg Fire Alarm -Monthly 21.50 | \$21.50 | \$64.50 | \$ 258.00 | |
| | JA- Fire Alarm - Monthly 21.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JA-Elevator 1 -Monthly \$18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JA-Elevator 2 -Monthly \$18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JA-Elevator 3 -Monthly \$18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JA-Elevator 4 -Monthly \$18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | JA-Elevator 5 -Monthly \$18.50 | \$18.50 | \$55.50 | \$ 222.00 | |
| | | \$ - | \$ - | \$ 1,590.00 | 01189712-534000 |
| | Historic Courthouse Monthly \$21.50 | \$21.50 | \$64.50 | \$ 258.00 | |
| | | \$ - | \$ - | \$ 258.00 | 01192712-534000 |
| | Fire Rescue HQ Office | \$18.50 | \$55.50 | \$ 222.00 | |
| | Fire Rescue HQ Warehouse | \$18.50 | \$55.50 | \$ 222.00 | |
| | | | | \$ 444.00 | FRHQ Pays |
| | NC Solid Waste Security Monitoring (and Flare ?) | \$18.50 | \$55.50 | \$ 222.00 | \$ 222.00 Solid Waste Pays |
| BJ Bar | Public Service Fire Alarm | \$21.50 | \$64.50 | \$ 258.00 | \$ 258.00 Public Ser.Pays. |
| | Emergency Operation Fire Alarm | \$21.50 | \$64.50 | \$ 258.00 | |
| | Emergency Operation Office Security | \$18.50 | \$55.50 | \$ 222.00 | |
| | | \$ - | \$ - | \$ 480.00 | EOC Pays |

TOTAL \$ 5,952.00

RECEIVED
CONTRACT APPROVAL FORM CONTRACT MANAGEMENT

2009 DEC -2 AM 10: 32

(Contract Management Use only)

CONTRACT TRACKING NO.

Cm1244-A2

CONTRACTOR INFORMATION

Name: Atlantic Companies, Inc

Address: 1714 Cesery Blvd Jacksonville Florida 32211
City State Zip

Contractor's Administrator Name: Thomas Geddings Title: General Manager

Tel#: 904-743-8444 Fax#: _____ Email: _____

CONTRACT INFORMATION

Contract Name: Security Alarm Monitoring Contract Value: \$ \$5,466.00

Brief Description: Provide Uniforms and weekly cleaning service for department personnel.

Contract Dates _____ to _____ Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____ No Increase _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|--|-------------------------|---|
| 1. | <u>Daniel Salma</u> Department Head Signature | <u>11-18-09</u> Date | <u>01720572-534000 01193519-534000 01192712-534000</u> <u>01189712-534000 01188519-534000</u> Funding Source/Acct # |
| 2. | <u>Charlotte Young</u> Contract Management | <u>11-23-09</u> Date | RECEIVED CONTRACT MANAGEMENT 2009 NOV 19 AM 10: 53 |
| 3. | <u>[Signature]</u> County Attorney (approved as to form only) | _____ Date | |
| 4. | <u>[Signature]</u> Office of Management & Budget | <u>11/30/09</u> Date | |

Comments: _____

COUNTY COORDINATOR - FINAL SIGNATURE APPROVAL

[Signature] 11/30/09
Edward Sealover Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

09 NOV 25 PM 1:39

Nassau County Board of County Commissioners Request for Quotation Form

Requesting Department: Facilities Maintenance Date: 12/28/10
 Department Address: 45195 Musselwhite Road
Callahan Florida 32011
 Contact: Don Castle County Cell Phone 904-753-1046
 Contact email: maintech@nassaucountyfl.com
 Department Phone: 904-548-4688 Department Fax: 904-548-4687

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Scope of Work: Monthly Security Monitoring:

| | |
|---|--|
| Monthly Security Alarm Monitoring | \$ 19. ⁰⁰ |
| Elevator Alarm Monitoring | \$ N/A |
| Fire Alarm Monitoring Monthly | \$ 30. ⁰⁰ |
| Service Call/Trip Charge | \$ 75. ⁰⁰ |
| Service Call for Security Code Changes | \$ 55. ⁰⁰ |
| Hourly Labor Rate | \$ 75. ⁰⁰ |
| Overtime Labor Rate | \$ 95. ⁰⁰ hr |
| Holiday Service Call Rate | \$ 150. ⁰⁰ hr |
| Weekend Service Call Rate | \$ 95. ⁰⁰ hr |
| 24 Hour Service Rate | \$ 105. ⁰⁰ hr |
| Reports - Open / Close How are they accessed? Monthly | \$ 12. ⁵⁰ monthly Email Report |

► If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes No

*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). *

Please submit written response by: Jan 14, 2011 by 5:00PM
(Date)

Faxed / Scanned to Vendor on 12/28/10 to the attention of _____

To be completed by vendor:

Vendor Name: BJ Barr's Personal Safety Devices
 Address: 2746 Leon Rd
Jacksonville Florida 32246
 Phone: 904-642-4555 Fax: outgoing only
 Contact: Robert Paton
 Email: islandsecurity@bellsouth.net

Attached is a written quote from our company, which is valid for 90 days.

Robert Paton
Signature

January 4, 2011
Date

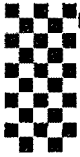
Comments: _____

B.J. BARR'S PERSONAL SAFETY DEVICES
PO BOX 16539
JACKSONVILLE, FL 32245-6539
904/642-4555
STATE CERTIFIED #EF0000037

TO: FACILITIES MAINTENANCE
RE: REQUEST FOR QUOTATION FORM

DATE: JAN. 04, 2011

B.J. BARRS declines to quote on proprietary systems and the Request for Quotation Form is not valid for any proprietary systems unless said systems are replaced with nonproprietary systems. Parts and access to panel programming for proprietary systems is limited only to the company that installed the system. It is recommended that all proprietary systems be replaced with systems that anyone can monitor or service to help reduce costs.



B. J. BARR'S
PERSONAL SAFETY DEVICES INC.
P. O. BOX 16539, JACKSONVILLE, FLORIDA 32245-6539
(800) 773-8869 / (904) 642-4555
STATE CERTIFIED ALARM COMPANY
EF0000037
EMAIL(BMFALARMS@HOTMAIL.COM)

RECEIVED
JAN 04 2011

NASSAU COUNTY BOCC
BLDG MAINT. & PARKS DEPT

RECEIVED
JAN 05 2011

NASSAU COUNTY BOCC
BLDG MAINT. & PARKS DEPT

FAX COVER

DATE: 01-05-11

TO: DON CASTLE

FROM: Robert Paton

PAGES INCLUDING COVER: 3

RE: Request for Quotation Form

THIS COMMUNICATION MAY BE CONFIDENTIAL AND LEGALLY PRIVILEGED. PLEASE, IF YOU ARE NOT THE PERSON TO WHOM IT IS ADDRESSED, DO NOT READ, COPY, OR LET ANYONE ELSE SEE IT, BECAUSE IT HAS BEEN TRANSMITTED TO YOU BY MISTAKE. WE WOULD APPRECIATE YOUR RESPECT FOR THE CONFIDENTIALITY OF THIS PERSONAL INFORMATION (AND THE FEDERAL AND STATE LAWS PROTECTING ITS CONFIDENTIALITY), AND ASK YOU TO EXTEND THE COURTESY OF CALLING US BACK AT THE NUMBER LISTED ABOVE TO TELL US WHAT WENT WRONG. THANK YOU VERY MUCH.

**Nassau County Board of County Commissioners
Request for Quotation Form**

Requesting Department: Facilities Maintenance Date: 12/28/10
 Department Address: 45195 Musselwhite Road
Callahan Florida 32011
 Contact: Don Castle County Cell Phone 904-753-1046
 Contact email: maintech@nassaucountyfl.com
 Department Phone: 904-548-4688 Department Fax: 904-548-4687

Product(s)/Service(s) to be purchased (list all specifications and requirements):
Scope of Work: Monthly Security Monitoring:

| | |
|---|-------------------------------|
| Monthly Security Alarm Monitoring | \$18.50 per Acct. |
| Elevator Alarm Monitoring | \$ " " " |
| Fire Alarm Monitoring | \$21.50 per Acct. |
| Service Call/Trip Charge | \$0 |
| Service Call for Security Code Changes | \$75 1/2 hr or \$90 per Hour. |
| Hourly Labor Rate | \$ " " " |
| Overtime Labor Rate | \$115.00 per Hour. |
| Holiday Service Call Rate | \$ " " " |
| Weekend Service Call Rate | \$ " " " |
| 24 Hour Service Rate | \$ " " " |
| Reports - Open / Close How are they accessed? | \$ free on internet. |

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes No

*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). *

Please submit written response by: Jan 14, 2011 by 5:00PM
 (Date)

Faxed / Scanned to Vendor on 12/28/10 to the attention of _____

To be completed by vendor:

Vendor Name: Atlantic Companies
 Address: 1714 Cesery Blvd.
JAX, FL 32211
 Phone: 904-743-8444 Fax: _____
 Contact: Carol Masterson
 Email: cmasterson@atlanticcompanies.net

Attached is a written quote from our company, which is valid for 90 days.

Carol Masterson Signature 12-30-10 Date

Comments: _____

maintech

From: CAROL MASTERSON [CMASTERSON@ATLANTICCOMPANIES.NET]
Sent: Monday, January 03, 2011 3:37 PM
To: maintech
Subject: QUOTE

Attachments: KMBT20020110103152109.pdf

RECEIVED

JAN 04 2011

NASSAU COUNTY BODC
BLDG. MAINT. & PARKS DEPT



KMBT20020110103
152109.pdf (70 ...

Don,

Here you go, if something does not look right or we need to do something different talk to me so we can fix it ok... Unfortunately I could not do any sort of service agreement because we did not install the systems and he said that stood for the code changes as well.

Basically no changes were made, same rate etc....

Carol Masterson
Customer Service Manager
904-743-8444

ACCESS CONTROL /
INTERCOM / AUDIO / VIDEO /
FIRE & LIFE SAFETY SYSTEMS / INTRUSION DETECTION /
VIDEO SURVEILLANCE /
AUTOMATION / PRESENTATION SYSTEMS /
INTEGRATED SYSTEMS

-----Original Message-----

From: scanner@atlanticcompanies.net [mailto:scanner@atlanticcompanies.net]
Sent: Monday, January 03, 2011 3:21 PM
To: CMASTERSON@ATLANTICCOMPANIES.NET
Subject: [Image File] CAROL, KMBT200, #941

FROM:
Image data has been attached to
the E-Mail.

Nassau County Board of County Commissioners
Request for Quotation Form

A- Requesting Department: Facilities Maintenance Date: 12/28/10
Department Address: 45195 Musselwhite Road
Callahan Florida 32011
Contact: Don Castle County Cell Phone 904-753-1046
Contact email: maintech@nassaucountyfl.com
Department Phone: 904-548-4688 Department Fax: 904-548-4687

Product(s)/Service(s) to be purchased (list all specifications and requirements):
Scope of Work: Monthly Security Monitoring:

| | | |
|---|----|-------------------------------------|
| Monthly Security Alarm Monitoring | \$ | #20/LOCATION/MONTH |
| Elevator Alarm Monitoring | \$ | #20/LOCATION/MONTH |
| Fire Alarm Monitoring | \$ | #20/LOCATION/MONTH |
| Service Call/Trip Charge | \$ | N/A |
| Service Call for Security Code Changes | \$ | N/A |
| Hourly Labor Rate | \$ | #105 |
| Overtime Labor Rate | \$ | #125 |
| Holiday Service Call Rate | \$ | #125 |
| Weekend Service Call Rate | \$ | #125 |
| 24 Hour Service Rate | \$ | #125 |
| Reports - Open / Close How are they accessed? | \$ | #10/LOCATION/MONTH (see Attachment) |

► If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes No

*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). *

Please submit written response by: Jan 14, 2011 by 5:00PM
(Date)

Faxed / Scanned to Vendor on 12/28/10 to the attention of _____

To be completed by vendor:
Vendor Name: Stanley Convergent Security Solutions Inc
Address: 1993 Philips Hwy Suite 590
Jacksonville FL 32256
Phone: 904-737-6700 Fax: 904-737-8118
Contact: Mike Apra / Scott Louis
Email: SLouis@StanleyWorks.com

Attached is a written quote from our company, which is valid for 60 days.

[Signature] Signature 1/14/2011 Date
Director
Mgr

Comments: _____

Page 2

eAccountManager

(Real-time account information)

A premium service provided free of charge to commercial customers. Includes installation reports on pending and completed installations, service repair reports of pending and completed repairs, billing reports of pending and paid invoices and account management reports. Invoices can be viewed and printed in eAccountManager. Existing customers sign-up online while new customers are signed up via the Estimator.

Basic eDataManager

(online support & basic account maintenance)

Basic eDataManager provides the real time ability to: view & edit open/close schedules, view & edit notification & contact lists, view alarm test reports, contact the Stanley data entry team, change the eDataManager access password, create service requests, view frequently asked questions & system enhancements. Open and Close reports are available if subscribed. Limited access and usage.

Advanced eDataManager

(online support, account maintenance, activity research)

Advanced eDataManager provides 100% functionality of all eDataManager commands, including the ability to make call list edits, view action plans, print passcards, access panel help tutorial, research passcard usage, research service history, research incident history, research alarm activity, summarize alarm activity, make open/close schedule changes, alarm permit, research fire history, research preventative maintenance history, open/close reports, zone identification report, test status report, service request report, passcard report and other data reports. Advanced eDataManager includes all the functionality of Basic eDataManager as well as Super User and Global Change Functionality. Unlimited access and usage. Open and Close reports are available if subscribed. Price per monitored panel.

Open and Close Signal Tracking

(no O/C schedule required)

On an intrusion alarm, a programmed feature that transmits a signal to PNC when the system is armed/disarmed. PNC automatically logs the time & user number for each arm and disarm, but takes no action since there is no open/close schedule. The customer has the responsibility of managing PIN's (passcode, passcard & user number).

Open / Close Reports

(e-mailed or faxed weekly, must subscribe to O/C Signal Supervision or Tracking)

Automatic Stanley generated open and close reports e-mailed or faxed on a weekly basis. The service provides the date and time of event, user number and system address. The report contains Opens, Closes, Schedule Changes, Alarms, Bypass & Restore activity. This report service is included in Premium & Premium Plus eDataManager (see page 9). Price per monitored panel.

\$ 10/Month provides ALL THESE E-SERVICES.

FOR DEMONSTRATION

<http://ESERVICES.STANLEYCSS.COM>

(Upper (ASC))
USERNAME ESERVICES
PASSWORD DEMO789

Suzie Fontes

From: Suzie Fontes
Sent: Tuesday, December 28, 2010 2:41 PM
To: Suzie Fontes; maintech
Cc: 'bmfalarms@hotmail.com'; 'CMASTERSON@ATLANTICCOMPANIES.NET'; 'jreetz@safetouch.com'; 'sgillespie@lifesafetydesigns.com'; 'mcapra@stanleyworks.com'
Subject: FW: Nassau County Facilities Maintenance - Security Monitoring Request for Quote.-Don Castle

Follow Up Flag: Follow up
Flag Status: Blue

Attachments: 20101228143240226.pdf



2010122814324022
6.pdf (71 KB)

PLEASE RESPOND TO THIS EMAIL.

Subject: Nassau County Facilities Maintenance - Security Monitoring Request for Quote.

Please see attached Nassau County Facilities Security Monitoring request for quote.
Please contact Don Castle 904-753-1046 with any questions you may have regarding the systems in place.

*** Please acknowledge the read receipt request. *** Thank you.

Suzie Fontes-Office Manager
Nassau County Facilities Maintenance Department
Phone: 904-548-4688 Fax: 904-548-4687
E-mail: sfontes@nassaucountyfl.com

| Tracking: | Recipient | Delivery | Read |
|-----------|--------------------------------------|-------------------------------|--------------------------|
| | Suzie Fontes | Delivered: 12/28/2010 2:41 PM | Read: 12/28/2010 2:41 PM |
| | maintech | Delivered: 12/28/2010 2:41 PM | |
| | ✓ 'bmfalarms@hotmail.com' | | |
| | ✓ 'CMASTERSON@ATLANTICCOMPANI | | |
| | ✓ 'jreetz@safetouch.com' | | |
| | ✓ 'sgillespie@lifesafetydesigns.com' | | |
| | ✓ 'mcapra@stanleyworks.com' | | |

Nassau County Board of County Commissioners Request for Quotation Form

Requesting Department: Facilities Maintenance Date: 12/28/10
 Department Address: 45195 Musselwhite Road
Callahan Florida 32011
 Contact: Don Castle County Cell Phone 904-753-1046
 Contact email: maintech@nassaucountyfl.com
 Department Phone: 904-548-4688 Department Fax: 904-548-4687

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Scope of Work: Monthly Security Monitoring:

| | |
|---|----|
| Monthly Security Alarm Monitoring | \$ |
| Elevator Alarm Monitoring | \$ |
| Fire Alarm Monitoring | \$ |
| Service Call/Trip Charge | \$ |
| Service Call for Security Code Changes | \$ |
| Hourly Labor Rate | \$ |
| Overtime Labor Rate | \$ |
| Holiday Service Call Rate | \$ |
| Weekend Service Call Rate | \$ |
| 24 Hour Service Rate | \$ |
| Reports – Open / Close How are they accessed? | \$ |

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes No

**All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days). **

Please submit written response by: Jan 14, 2011 by 5:00PM
(Date)

Faxed / Scanned to Vendor on 12/28/10 to the attention of _____

To be completed by vendor:

Vendor Name: _____
 Address: _____
 Phone: _____ Fax: _____
 Contact: _____
 Email: _____

Attached is a written quote from our company, which is valid for _____ days.

Signature Date

Comments: _____

Nassau County Locations:

James S. Payer Governmental Complex

- Supervisor of Elections
- County Managers Office
- Environmental Health
- Human Resource
- Property Appraiser
- County Attorney
- Back Hall
- Common Area
- Fire Alarm Monitoring –James Page Building

Fire Rescue Head Quarters

Animal Control

Landfill-Solid Waste

County Extension Service-Callahan

County Extension Service- Yulee

Emergency Operations Center

77150 Citizen Circle

Maintenance Office

Public Service

Yulee Sports Complex

Historic Courthouse

Judicial Annex Courthouse- Elevators

Judicial Annex Records Bldg.

| | Stanley | BJ Barr | Atlantic |
|---------------------------|---------------------------|------------------------------|------------------|
| Monthly Service | 20- | 19- | 18 ⁵⁰ |
| Elevator Monthly | 20- | N/A | 18 ⁵⁰ |
| Jin Alarm | 20- | 30- | 21 ⁵⁰ |
| Service Charge/Trip | N/A | 75 ⁰⁰ | ⊖ |
| Service Charge Change Cab | N/A | 55- | 75/90 |
| Hour Rate | 105 | 75 | 75/90 |
| Own Time | 125 | 95 | 115 |
| Holiday | 125 | 150 | 115 |
| Week End | 125 | 95 | 115 |
| 24hr Service | 125 | 105 | 115 |
| * Monthly Repairs | 10 ⁰⁰ | 12.50 | FREE |
| <hr/> | | | |
| A Monthly Repairs | 120 ⁰⁰ Per Loc | 150 ⁰⁰ Per Loc | ⊖ |
| Annually | 2760 | 3450 ⁰⁰ | ⊖ |



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
Contract Management Department
96135 Nassau Place, Suite 6
Yulee, Florida 32097
Phone (904) 491-7377 Fax (904) 321-2658

March 8, 2011

Carol Masterson
Atlantic Companies, Inc.
1714 Cesery Boulevard
Jacksonville, FL 32211

Ms. Masterson:

Please find enclosed the original of the Monitoring Agreement. The original has been signed by the County Manager as the designee for the Board of County Commissioners.

Please execute and return one to me for our records. Our Clerk must have an original with original signatures on file for our record copy. I will return a complete copy of the agreement and all backup documentation to you for your records.

Please feel free to contact our office should you have any questions. We can be reached at (904) 491-7377.

Sincerely,

Dawn Krass

Dawn Krass
Contract Specialist

Enclosure