

CS13-40

RECEIVED

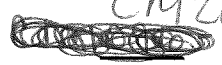
CONTRACT APPROVAL FORM

CONTRACT MANAGEMENT

2013 SEP 18 PM 12:38

(Contract Management Use only)

CONTRACT TRACKING NO.
CM 2038



CONTRACTOR INFORMATION

Name: ECOVA

Address: 1313 N. Atlantic Street Suite 5000 Spokane WA. 99201
City State Zip

Contractor's Administrator Name: Tom Lake Title: General Manager

Tel#: 904-858-7053 Fax: _____ Email: TLake@ecova.com

CONTRACT INFORMATION

Contract Name: Preventative Maintenance Contract for Electronic Control System Contract Value: \$11,771.00

Brief Description: Historic Courthouse - Preventative Maintenance Contract for Electronic Control System

Contract Dates : From: 10/1/13 to 9/30/14 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

- [Signature]* 9/18/13 01074712-546020
Department Head Signature Date Funding Source/Acct #
- Charlotte Young* 9/18/13
Contract Management Date
- [Signature]* 10-23-13
Office of Management & Budget Date
- [Signature]* 10-25-13
County Attorney (approved as to form only) Date

Comments: _____

COUNTY-MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 10/29/13
Ted Selby 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
 13 OCT 21 AM 8:01
 2013 OCT 23 PM 2:19
 CONTRACT MANAGEMENT
 RECEIVED

2013 OCT 31 AM 9:26
 CONTRACT MANAGEMENT
 RECEIVED

HCH
11,771⁰⁰

Nassau County Board of County Commissioners Sole Source/Single Source Certification Form

Vendor Name: <u>ECOVA</u>	Department: <u>Facilities Maintenance</u>
Address: <u>1313 N. Atlantic St. Suite 5000</u> <u>Spokane, WA. 99201</u>	Department Head Signature: 
Phone: <u>904-858-7053</u>	Date: <u>9-17-13</u>
Contact Name: <u>Tom Lake</u>	Account: <u>01074712-546020</u>

Description of Commodity:

Provide preventative maintenance service to the Facilities Management Systems at the Judicial Annex and Historic Courthouse for security, HVAC controls, Lighting controls, card access systems, etc.

Check one (1) of the following two (2) choices:

- Sole Source: The required goods or services can only be procured from one vendor.
- Single Source: The required goods or services can be purchased from multiple vendors, but in order to meet certain functional or performance requirements only one economically feasible source exists.

Please check all of the following that apply:

- Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)

Software is proprietary to INET Facility Management Programming at the Judicial Annex Courthouse and the Historic Courthouse.

Approval:

 10/29/13
County Manager Date

ecova™



HCH

September 16, 2013

Bill Howard
76347 Veterans Way
Yulee, FL 32097

Nassau county and Historic courthouse

Dear Bill

ECOVA is a soul source Partner for TAC I-NET Dealer for northeast Florida.

Thank You

Tom Lake
General Manager



September 16, 2013

Bill Howard
76347 Veterans Way
Yulee, Fl 32097

RE: Service Agreements –NCCH Historic

Dear Bill,

It hard to believe that eight months has passed so quickly and it time to renew your annual service agreement with ECOVA Inc. Your current agreement expires on October 1st 2013. Per our agreement last year, the automatic renewal features ensures that your facility will not without coverage. Therefore, your new service agreement is already in effect until on October 1st 2013- October 1ST 2014. We are pleased to provide you this service again this year.

ECOVA. strives to provide you with state of the art systems and Excellence Service NCCH Courthouse for the same price of \$2942.75~~00~~ quarterly .

Thank you for your continued support and we forward to servicing you this following year. Please send confirmation on the proposal with po#.

Sincerely,

Tom Lake
General Manager



September 16, 2013

Name Nassau County Historical Courthouse
Address Fernandina, FL
ATTN: BILL HOWARD

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

FERNANDINA BEACH, Historical Courthouse Building (Access Control Only)

Quote # 0905N-046

ECOVA Inc. 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 4 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 ECOVA
- . • 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 ECOVA 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

ECOVA 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 ECOVA 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

ECOVA 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 ECOVA 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)

ECOVA 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, No

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

ECOVA 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 Yes, No

ECOVA 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 Yes, No

Not to exceed 1 Visits per Quarter, 4 Visits per Year

ECOVA 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, X No

ECOVA 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 ECOVA will provide you a written quotation for any material that is required to repair your system.

X. QUALIFICATIONS

ECOVA 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.
- . • ECOVA 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.
- . • ECOVA 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 ECOVA in the performance or failure to perform its obligations under this agreement.
- . • ECOVA 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.

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 October 1, 2013 Ending Date: October 1, 2014

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

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

Quarterly invoice of: \$2942.75 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.

1. *Additional quarterly cost will be \$ 1678.25. Applies Comprehensive Services to the above Preventative Maintenance Services.*

• 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 30 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 ECOVA 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.

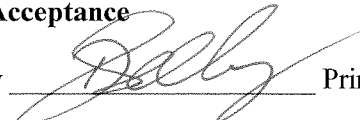
• The annual price of the service agreement may be escalated at the anniversary date of October 1st to reflect increases in labor and material costs. We will give a 60 day written notice of any increase.

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 Ted Selby Title County Manager

Nassau County Name of Firm or Organization
Board of County Commissioners

Billing Address

Purchase Order No.

Date:

ECOVA Approval

Approved by _____ Print Name _____

ECOVA 7029-5 commonwealth AVE Jacksonville FLA 32220

SCHEDULE A

FERNANDINA BEACH. Historical Courthouse Building (Access Control Only)

The following control equipment shall be serviced under this agreement:

1. 1. TAC Routers and Modems 7. Card Readers, door switches, exit request
2. 2. All software supplied and installed by CTI devices.
3. 3. PCU/MRI/MR/UC Controllers 8. Duress switches, glass break detectors, motion
4. 4. DPU/DIU/DLCU Controllers detection devices.
5. 5. Current Sensors and Relays
6. 6. Transformers, batteries and Power Supplies

Description	Qty	Description	Qty
Micro Controllers	1	Door	
Processing Units	5	Network Process Router	
	2		

Field Devices (Temp, Panic, Status, 30
Locks, power supplies, etc)
Card Readers 13

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

- Facility Wiring • Fire System Equipment
- Gate Controls (Needs repaired)

Factory equipment on miscellaneous equipment controls and components provided by others

SCHEDULE B

ECOVA PREVAILING LABOR RATES (Effective April 1, 2011)

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

Technician	Regular time	\$ 110.00 per hr.
Application Engineer	Regular time	\$ 120.00 per hr.
Principal Engineer	Regular time	\$120.00 per hr.

- . • All rates are bases on two (4) 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

ECOVA TO ACQUIRE PRENOVA, INCREASING CAPABILITIES IN REAL-TIME BUILDING MANAGEMENT SERVICES

Company adds strong software as a service (SaaS) technology and more than 80 new clients in the growing energy and sustainability management category

Spokane, WA — November 21, 2011—Ecova, a leading total energy and sustainability management company, today announced the intent to acquire Prenova, Inc. ("Prenova"), a privately-held enterprise energy management company headquartered in Atlanta. The transaction is expected to close before the end of the year and is expected to be funded by Ecova and to be neutral to Ecova's earnings in 2012. Prenova reported revenue of \$12.4 million for the nine months ended September 30, 2011 and for the year ended December 31, 2010. With more than 80 clients, Prenova grows Ecova's existing client base to more than 600 and expands the company's reach into the education and government sectors.

"Prenova's clients, employee expertise and real-time products are significant additions to our company," said Jeff Heggedahl, CEO of Ecova. "We look forward to providing the best offerings from both companies' portfolios to our clients, and believe our unique combination of technology, expertise and data is unmatched."

The acquisition enhances Ecova's unique combination of historical data from utility expense management services and real-time building management services. The acquisition builds Ecova's engineering capabilities in building control and metering, providing clients with energy efficiency expertise and recommendations at the building level. Jeff Heggedahl will lead the combined organization and the Atlanta office will become Ecova's South Eastern regional office.

"For over ten years, Prenova has been helping companies control energy spend by reducing utility costs and improving energy efficiency," said Michael Nark, President and CEO of Prenova. "By joining with Ecova, our clients will benefit from having the combined expertise and expanded product offering that Ecova brings. I'm excited for our companies, as together we can achieve the vision of being the leader in total energy and sustainability management."

Today, Prenova has over 45,000 commercial and industrial buildings under management with 7,500 buildings connected on a real-time basis for a range of services. Real-time operations are served from a state-of-the-art network operations center in Atlanta leveraging SaaS technology, enabling clients to monitor and control energy consumption within their own portfolio of buildings across an array of disparate energy management systems. The addition of these assets accelerates Ecova's momentum in this area, following its acquisition of Building Knowledge Networks in early 2011.

###

ABOUT ECOVA

Ecova is the total energy and sustainability management company whose sole purpose is to see more, save more, and sustain more for its clients. Using insights based on consumption, cost and carbon footprint data spanning thousands of utilities, hundreds of thousands of business sites and millions of households, Ecova provides fully managed, technology-optimized solutions for saving resources, which in turn increase returns, lower risks, and enhance reputations. Ecova is the largest non-regulated subsidiary of Avista Corp (NYSE: AVA). www.avistacorp.com. For more information, visit the company's website at ecova.com, on LinkedIn at <http://linkd.in/EcovaInc>, or follow Ecova on Twitter at [@ecovainc](https://twitter.com/ecovainc).

This news release contains forward-looking statements regarding the company's current expectations. Forward-looking statements are all statements other than historical facts. Such statements speak only as of the date of the news release and are subject to a variety of risks and uncertainties, many of which are beyond the company's control, which could cause actual results to differ materially from the expectations. These risks and uncertainties include, in addition to those discussed herein, all of the factors discussed in Avista Corp's Annual Report on Form 10-K for the year ended Dec. 31, 2010 and the Quarterly Report on Form 10-Q for the quarter ended Sept. 30, 2011.

[tweet](#) [share](#) [like](#) [email](#)

[« BACK](#)