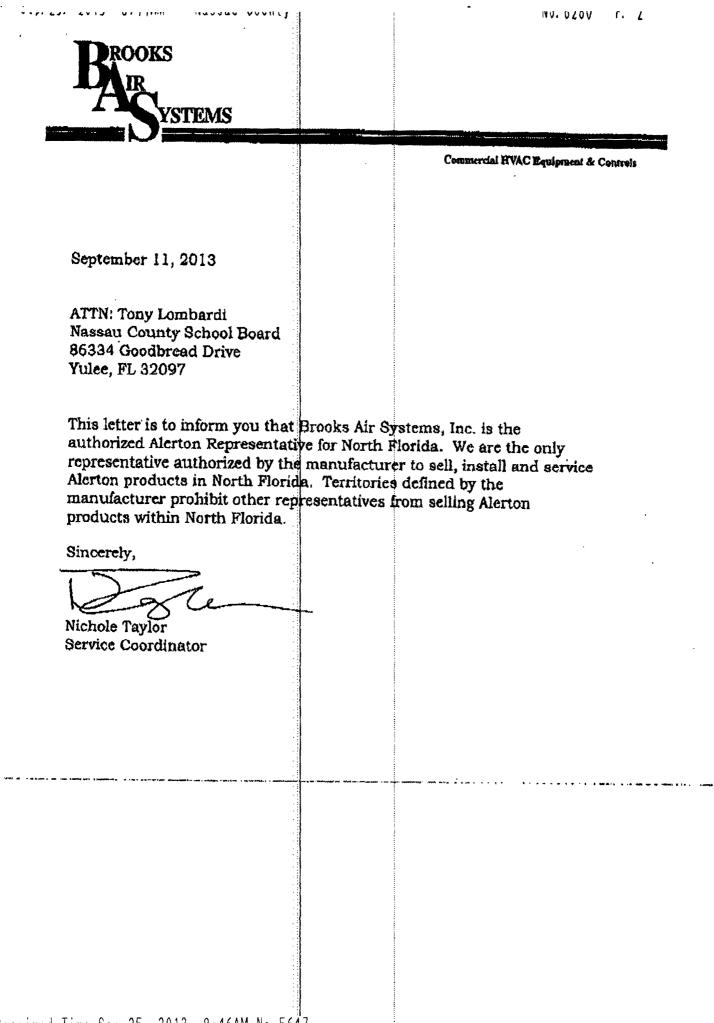
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Tel#: 904-642-5303	Fax: Email:			
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Nassau County Board of County Commissioners Sole Source/Single Source Certification Form

Vendor Name: Brooks Air Systems_____ Address:

Phone: 904-642-5303_____

Department: Pacilities Maint. _____ Department Head Signature:

Date: 9/6/13_____ Account:

Description of Commodity:

Perform a quarterly inspection on computer system that controls the A/C units and exhaust fans in the Detention Center.

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

_X_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:

- X_Purchase can only be obtained from original manufacturer-not available through distributors.
- X_Only authorized area distributor of the original manufacturer.
 - ____Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- \mathbf{x} This is the only known source that will meet the specialized needs of this department or perform the intended function,
- ___X__This source must be used to neet warranty or service maintenance requirements.
- This source is required for standardization.
- ____None of the above apply.

Comments/Explanations: (required)

inspections must be performed in order to insure proper operation of components in system and sensors to maintain operation of the A/C units and exhaust fans.

Approva County Manager



Brooks Air Systems, Inc. Mechanical & EMCS Systems

Nassau County Jail EMCS Preventative Maintenance Agreement

October 1, 2013 - September 30, 2014

Brooks Air Service Agreement Page 1 of 6 THIS AGREEMENT by and between NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS and BROOKS AIR SYSTEMS, INC. provides for a service plan to include preventative maintenance of the energy management control system at the Nassau County Jail.

Introduction

Nassau County Jail located at 76212 Nicholas Cutinha Road Yulee, FL has an energy management control system (EMCS) that requires periodic preventative maintenance for proper, economical and efficient operation. The County hereby agrees to purchase the General Service Plan and the Preventative Maintenance-Custom Service Plan Option for EMCS located in the County Jail in accordance with the Plan Features and Terms and Conditions set forth herein.

Brooks Air Systems Duties

- Perform routine preventative maintenance on the existing EMCS system listed in this Agreement
- Support facility staff with pre-season inspections/maintenance
- Develop a regular maintenance relationship with the Nassau County Jail staff to promote proper and efficient operation of the EMCS systems

Agreement Contents

- Brooks Air Systems General Service Plan Features (included with all service plans)
- Brooks Air Systems Custom Service Plan Features
- Tentative Calendar
- Support Plan Pricing Summary/Signature Page.
- Terms and Conditions
- Addendum 1 Dispute Resolution Clause

Brooks Air Systems General Service Plan Features

Price Advantage

As a service plan customer you will receive an additional 10% discount on parts that need to be replaced or repaired and a 10% discount on the labor needed to install them (discount from our normal rates).

Account Manager

A dedicated Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your goals and objectives.

Documentation

All service visits will be documented by a work order detailing the service performed, materials used, and hours spent.

System and Service Log

Brooks Air Systems will provide you with a log for documentation of concerns, system problems and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.

Dedicated Service Team

Our Service Team knows EMCS systems. Our service technicians are trained in maintaining and trouble shooting your system.

Priority Response Time

As a support program customer, you will be given priority for "emergency" calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rate of \$95.00 per hour for responses to all calls made during working hours (8 AM to 5 PM). Overtime charges will apply for responses not during normal working hours, as provided in paragraph 2 of the Terms and Conditions.

Brooks Air Systems Custom Service Plan Features



Preventive Maintenance – Regular visits from our service technician can help head off emergency calls before they happen. This Agreement includes:

- (3) Operational inspections to include:
 - Clean and inspect control cabinets
 - Verify temperature setpoints
 - Check sensor calibration
 - Verify time schedules
 - Check electrical connections
- (1) Annual inspection to include:
 - Clean and inspect control cabinets
 - Verify temperature setpoints
 - Check sensor calibration
 - Verify time schedules
 - Check electrical connections
 - Check software sequences
 - Complete point to point system check

Brooks Air Systems will provide all materials necessary to complete three (3) operational inspections and one (1) annual inspection on the existing EMCS system.



Systems Training – Training for on site personnel can be accomplished by scheduling a class to be held on site with the actual EMCS or mechanical equipment.

NOT INCLUDED IN THIS AGREEMENT



Parts Coverage – Never pay for another failed device. Brooks Air Systems can warrantee any and all parts associated with your EMCS or mechanical system. This will allow you to budget for equipment failures, and not be caught off guard.

NOT INCLUDED IN THIS AGREEMENT



HVAC Mechanical Services – Brooks Air Systems also offers HVAC mechanical systems service and repairs.

NOT INCLUDED IN THIS AGREEMENT

Brooks Air Systems-Tentative Calendar of Services

Customer: Nassau County Jail

Checked items are included as detailed under "Custom Service Plan Features"

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x Preventative Maintenance x Annual Maintenance			X					X			X
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Support Plan Pricing Summary:

This Agreement includes the following Custom Service Plan Features as detailed in the previous section:

Preventive Maintenance

Pricing for these features are based on a one (1) year program, billed quarterly (\$1,713.00) at the beginning of the contract year. Cancellation conditions are detailed in the "Terms and Conditions" section.

Year 1: \$6,852.00

Payment Terms:

1.

Nassau County shall pay Contractor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70).

Agreed by the Parties this the <u>19th</u> day of <u>November</u>, 2013.

BROOKS AIR SYSTEMS, INC.

By: 🗇 Name: 🗶

Title: Sales Engineer

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

TED SELBY, COUNTY MANAGER Its: Designee