

CS-14-32

RECEIVED

CONTRACT APPROVAL FORM CONTRACT MANAGEMENT

(Contract Management Use only)
CONTRACT TRACKING NO.
CM2145

2014 SEP 29 PM 3:32

CONTRACTOR INFORMATION

Name: Brooks Air System
Address: 1196 St. Johns Industrial Pk Wy South Jacksonville Florida 32246
City State Zip
Contractor's Administrator Name: Keith Jordan Title: Sales Engineer
Tel#: 904-642-5303 Fax: 904-641-8722 Email: _____

CONTRACT INFORMATION

Contract Name: Brooks Air System, Inc. Mechanical & EMCS Systems Maintenance Agreement Contract Value: \$ 13,704.00
FY 14/15 \$ 6,852.00 FY 15/16 \$6,852.00. **Contract Total \$13,704.00**

Brief Description: Maintenance Agreement on the Facilities Management System at the Detention Center

Contract Dates : From: 10/1/14 to 9/30/16 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><i>Boalch</i></u>
Department Head Signature | <u>9/11/14</u>
Date | <u>01072523-546020</u>
Funding Source/Acct #
<u>\$ 6652 budgeted</u> |
| 2. | <u><i>Charlotte Young</i></u>
Contract Management | <u>9/18/14</u>
Date | |
| 3. | <u><i>Shay</i></u>
Office of Management & Budget | <u>9-22-14</u>
Date | |
| 4. | <u><i>CM</i></u>
County Attorney (approved as to form only) | <u>9-25-14</u>
Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Ted Selby 9/29/14
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

14 SEP 18 PM 2:27

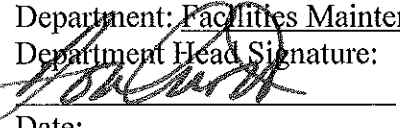
RECEIVED COUNTY MANAGER'S OFFICE

14 SEP 26 PM 12:12

RECEIVED COUNTY MANAGER'S OFFICE

Sole Source/Single Source Certification Form

Vendor Name: Brooks Air Systems
Address: 11196 St. Johns Industrial Pk Wy S.
Jacksonville, FL 32246
Phone: 904-642-5303
Contact Name: Keith Jordan - Sales Engineer

Department: Facilities Maintenance
Department Head Signature: 
Date: _____
Account: 01072523-546020

Description of Commodity:

Service agreement to maintain facility Management system at Nassau County 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.

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.

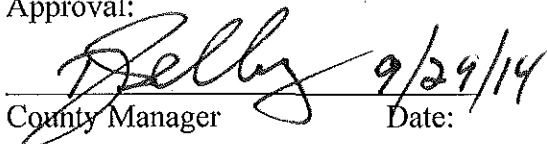
X This source is required for standardization.

None of the above apply.

Comments/Explanations: (required)

Brooks Air Systems is the sole source vendor for the current facilities management system at the Detention Center which monitors the HVAC and boiler systems. Brooks is the original contractor for the Facility Management system and per the manufacturer it is a proprietary system that can only be maintained by Brooks Air Systems. Attached is a proprietary letter for this vendor.

Approval:


County Manager Date: 9/29/14

September 8, 2014

Nassau County Board of County Commissioners

Dear Commissioners:

I am writing to confirm that Brooks Air Systems, Inc. is our sole authorized dealer for Alerton products in your region of the state of Florida.

Brooks Air Systems, Inc. is factory trained and authorized to represent all Alerton products and services in your local market. They are a fully staffed, competent organization, and we have great confidence in their integrity and capabilities to perform the required scope of work.

Please contact me via phone at (615) 495-1048, or e-mail at denis.riordan@alerton.com if you have any questions or the need for additional information regarding Alerton or Brooks Air.

Sincerely,

Denis M. Riordan
Regional Sales Manager



Brooks Air Systems, Inc.
Mechanical, Electrical & EMCS Systems

**Nassau County Jail
EMCS Preventative
Maintenance Agreement**

October 1, 2014 – September 30, 2016

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 Additional 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.
- Additional Terms and Conditions
 - Termination for Convenience
 - 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.

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"

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<input checked="" type="checkbox"/> Preventative Maintenance			x						x			x
<input checked="" type="checkbox"/> Annual Maintenance						x						
<input type="checkbox"/>												
<input type="checkbox"/>												
<input type="checkbox"/>												
<input type="checkbox"/>												
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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 (2) year program, billed quarterly (\$1,713.00) at the beginning of each contract year. Termination for Convenience conditions are detailed in the "Additional Terms and Conditions" section.

Year 1: \$6,852.00

Year 2: \$6,852.00

Payment Terms:

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).

ADDITIONAL TERMS & CONDITIONS

Termination for Convenience:

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for

the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

Disputes:

Any dispute arising under this Contract shall be addressed by the representatives of the County and Brooks Air Systems, Inc. as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of Brooks Air Systems, Inc.. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

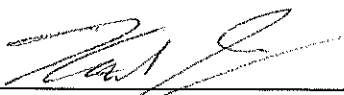
If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with Brooks Air Systems, Inc.'s representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.


If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by Brooks Air Systems, Inc. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by Brooks Air Systems, Inc. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Agreed by the Parties this the 29th day of September, 2014.

BROOKS AIR SYSTEMS, INC.

BOARD OF COUNTY COMMISSIONERS

By: 
Name: Keith Jordon
Title: Sales Engineer

By: 
Name: Ted Selby
Title: County Manager