(Contract Management Use only)

CONTRACT

#### CONTRACT APPROVAL FORM

TRACKING NO. CONTRACTOR INFORMATION R.L. Lightning Prediction Service 2221 West Clovelly Lane Saint Augustine FL 32092 State City Title: Thor Guard -Territory Manager Roger Lindsay Contractor's Administrator Name: Rlindsay@thorguard.com (904) 502-8871 Email: Tel#: CONTRACT INFORMATION Contract Name: Thor Guard Lightening Prediction & Warning Service/Ma\_Contract Value: Annual \$2,850.00

Brief Description: Service/Maintenance Agreement for systems located at American Beach, Bryceville Ball Park, Callahan Ball Park, Hilliard Ball Park, Yulee Ball Park, and Peters Point Park. (Territory Manager Change) Contract Dates: From: 10/1/18 to: 9/20/19 Status: New Renew Amend# XWA/Task Order How Procured: X Sole Source Single Source ITB RFP RFQ Coop. Other If Processing an Amendment: Increase Amount of Existing Contract: TOTAL OR AMENDMENT AMOUNT New Contract Dates: APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6 9-6-4 Department Hoad Signature 01075572-546020 Funding Source/Acct# & Budget County Attorney (approved as to form only) Date Comments: COUNTY MANAGER - FINAL SIGNATURE APPROVAL 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

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

Vendor Name:	Thor Guard, Inc. Department: Fac. Maint./Parks & Recreation
Address:	1193 Sawgrass Corporate Parkway Department Head Signature:
	Sunrise, Fl. 33323
Phone:	904-835-0900 Date: <u>9/6/18</u>
Contact Name:	<u>Robert M. Dugan</u> Account: <u>01075572-546020</u>
Description of C	Commodity:
Lightning Predi	ction and Weather Warning Systems for Beach Front Parks and Ball Parks for the
safety of citizen	
Charle and (1) o	fthe following two (2) choices
Check one (1) o	of the following two (2) choices:
X_ Sole	Source: The required goods or services can only be procured from one vendor.
vend	le Source: The required goods or services can be purchased from multiple lors, but in order to meet certain functional or performance requirements only one omically feasible source exists.
Please check all	of the following that apply:
	hase can only be obtained from original manufacturer-not available through
	butors.
	authorized area distributor of the original manufacturer.
	s/Equipment are not interchangeable with similar parts of another manufacturer.
	is the only known source that will meet the specialized needs of this department erform the intended function.
	source must be used to meet warranty or service maintenance requirements.
	source is required for standardization.
	e of the above apply.
Comments/Exp	lanations: (required)
The Lightning I	Prediction and Weather Warning System can only be procured from this vendor.
	een installed since 2012, this document is to change the Territory Manager from
	rediction Service to RL Lightning Prediction Service to provide Service &
Maintenance Ag	
1 2	
Approval:	
Charles March	Deta Pote
County Manage	or Date $(//(0, -1))$



Integrated Lightning Prediction and Warning Systems

September 6, 2018

Regarding North Florida THOR GUARD Representative From THOR GUARD Corporate Offices: Sunrise, FL

In the Spring of 2018, THOR GUARD appointed a new Representative for the Northern Florida and extreme Southern Georgia Territories. Roger Lindsay of RL Florida Lightning Prediction Services, will be THOR GUARD's approved Representative responsible for sales, service and installation.

Roger's contact information is provided so that you can reach him for all of your THOR GUARD related needs. Roger's email is <u>rlindsay@thorguard.com</u> and his phone number is (904) 502-8871.

Thank you for being a THOR GUARD Customer.

Robert M. Louga

President

# RL Lightning Prediction Service LLC

Thor (	Guard,	Inc.
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American Beach	\$ 475.00
Bryceville Ball Park	\$ 475.00
Callahan Ball Park	\$ 475.00
Hilliard Ball Park	\$ 475.00
Peters Point	\$ 475.00
Yulee Ball Park	\$ 475.00

Service Agreement \$ 2,850.00



## Nassau County Parks & Recreation, Re: American Beach

## **Service/Preventive Maintenance Agreement**

Thor Guard is a vital safety device and an integral component of your daily operations. Keeping your THOR GUARD lightning prediction and warning system operating properly is critical. This equipment needs to be maintained on a regular basis. The primary purpose of this maintenance program is to perform a complete and thorough system analysis four to six times annually, frequency defined by the environmental conditions in your geographic area. The following service procedures will be performed as part of this service agreement.

- Check Hyperstatic Sensor (typically on roof)
- Diagnostic test of base system to ensure proper working order
- Diagnostic test of remote horn locations
- > Battery load test at base and all remote locations
- > Compression check and horn test at all locations
- > Transmitter and receiver check
- > Up-Grade system to new & improved circuit board chip if necessary to improve performance
- > Provide additional training, if needed

One Year Maintenance Fee: \$475.00

Please note that the primary purpose of this agreement is to ensure that all aspects of your lightning prediction and warning system are operating properly on the day of each service call. The customer, however, is responsible for daily, routine maintenance of their Thor Guard system in order to guarantee that it is operating properly on an everyday basis. Neither Thor Guard nor the Service Agent is responsible for any disruption of service due to normal wear and tear after this maintenance service agreement is completed.

Please send a signed copy of this agreement, along with your payment to:
RL Lightning Prediction Services LLC
2221 West Clovelly lane
Saint Augustine, Fl 32092

In addition to the scheduled visits to your facility for preventive maintenance, I will be available for service calls in the unlikely event of any system failures.

Note: This agreement excludes all parts and repair labor.

The above service agreement is understood and agreed upon: 10/1/2018 - 9/30/2019

By: // Customer Name: Nassau County Board of County Commissioners

Date: ///// Roger Lindsay – Territory Manager

#### **Grayson Hagins**

From:

Roger Lindsay <rlindsay@thorguard.com>

Sent:

Friday, September 07, 2018 10:22 AM

To:

**Grayson Hagins** 

Subject:

Re: Nassau County Agreements (Thorquard)

Hi Grayson, Correct, Automatically renewing annually. Thanks Roger

Roger Lindsay
Thor Guard Territory Manager
Rlindsay@thorguard.com
904.502.8871

On Fri, Sep 7, 2018 at 8:44 AM, Grayson Hagins <ghagins@nassaucountyfl.com> wrote:

When you say "renewing" you mean automatically every year correct? Sorry, I just need to be clear.

#### **Grayson Hagins**

Contract/Purchasing Manager

Nassau County Board of County Commissioners

96135 Nassau Place, Suite 6

Yulee, FL 32097

ghagins@nassaucountyfl.com

(904) 530-6040

From: Roger Lindsay < rlindsay@thorguard.com > Sent: Friday, September 07, 2018 8:25 AM

**To:** Grayson Hagins <<u>ghagins@nassaucountyfl.com</u>> **Subject:** Re: Nassau County Agreements (Thorguard)

Good Morning Grayson,

Probably easiest to just have it renewing.

Thanks
Roger
On Fri, Sep 7, 2018, 8:09 AM Grayson Hagins < <a href="mailto:ghagins@nassaucountvfl.com">ghagins@nassaucountvfl.com</a> wrote:
Good morning Roger,
I've received the agreements for 6 areas of need for lightning protection. However on the agreements, it specifies only a single term from 10/1/18-9/30/19. Will the agreement automatically renew or should we create a new agreement each year? Doesn't bother us, just wanted to make sure. Thank you!
Grayson Hagins
Contract/Purchasing Manager
Nassau County Board of County Commissioners
96135 Nassau Place, Suite 6
Yulee, FL 32097
ghagins@nassaucountyfl.com
(904) 530-6040
Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.
Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.



## Nassau County Parks & Recreation, Re: Bryceville Fields

## **Service/Preventive Maintenance Agreement**

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- Provide additional training, if needed

One Year Maintenance Fee: \$475.00

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Please send a signed copy of this agreement, along with your payment to : RL Lightning Prediction Services LLC 2221 West Clovelly lane Saint Augustine, FI 32092

In addition to the scheduled visits to your facility for preventive maintenance, I will be available for service calls in the unlikely event of any system failures.

Note: This agreement excludes all parts and repair labor.

The above service agreement is understood and agreed upon: 10/1/2018 - 9/30/2019

By: // Board of County Commissioners

Date: Roger Lindsay – Territory Manager



## Nassau County Parks & Recreation, Re: Callahan Park

## **Service/Preventive Maintenance Agreement**

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- Provide additional training, if needed

One Year Maintenance Fee: \$475.00

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Saint Augustine, Fl 32092

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Note: This agreement excludes all parts and repair labor.

The above service agreement is understood and agreed upon: 10/1/2018 - 9/30/2019

V://// Board of Carrity Commissioners

Date: 9/19/19 Roger Lindsay – Territory Manager



## Nassau County Parks & Recreation, Re: Hilliard Park

# **Service/Preventive Maintenance Agreement**

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One Year Maintenance Fee: \$475.00

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Saint Augustine, Fl 32092

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Note: This agreement excludes all parts and repair labor.

The above service agreement is understood and agreed upon: 10/1/2018 – 9/30/2019

Date: 1/4/12 Customer Name: Nassau County Board of County Commissioners

Roger Lindsay - Territory Manager

#### Nassau County Parks & Recreation, Re: Yulee Park

## Service/Preventive Maintenance Agreement

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One Year Maintenance Fee: \$475.00

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2221 West Clovelly lane
Saint Augustine, Fl 32092

In addition to the scheduled visits to your facility for preventive maintenance, I will be available for service calls in the unlikely event of any system failures.

Note: This agreement excludes all parts and repair labor.

The above service agreement is understood and agreed upon: 10/1/2018 - 9/30/2019

By: Customer Name: Nassan County Board of County Commissioners

Date: 1/4/19 Roger Lindsay - Territory Manager



## Nassau County Parks & Recreation, Re: Peters Point

## **Service/Preventive Maintenance Agreement**

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- Provide additional training, if needed

One Year Maintenance Fee: \$475.00

Please note that the primary purpose of this agreement is to ensure that all aspects of your lightning prediction and warning system are operating properly on the day of each service call. The customer, however, is responsible for daily, routine maintenance of their Thor Guard system in order to guarantee that it is operating properly on an everyday basis. Neither Thor Guard nor the Service Agent is responsible for any disruption of service due to normal wear and tear after this maintenance service agreement is completed.

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Note: This agreement excludes all parts and repair labor.

The above service agreement is understood and agreed upon: 10/1/2018 - 9/30/2019

By: // Customer Name: Nassau County Board of County Commissioners

Date: 9/4/19 Roger Lindsay - Territory Manager



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate holder in lieu of such endorsement(s).									
PRODUCER				CONTACT NAME: Brandy Guzman					
Keyes Coverage Insurance 5900 Hiatus Road				PHONE (A/C, No, Ext): 954-724-7000 FAX (A/C, No): 954-724-7024					
Tamarac FL 33321				E-MAIL ADDRESS: bguzman@keyescoverage.com					
								NAIC#	
			· · · · · · · · · · · · · · · · · · ·	INSURER A: Hallmark Specialty Insurance Company				26808	
INSURED RL Lightning Prediction Services,	1538	6		INSURER B:					
2221 W. Clovelly Lane	LLC			INSURE	RG:				
St. Augustine FL 33092				INSURE	RD:				
-				INSURER E :					
		-		INSURE	RF:		terran and the second s		
			E NUMBER: 427550804				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLI INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF S	Y REQUI	IREME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY	CONTRACT THE POLICIE EDUCED BY	OR OTHER ( S DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPE HEREIN IS SUBJECT T	CT TO V	VHICH THIS
INSR TYPE OF INSURANCE	ADD	LSUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
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		-		ļ			MED EXP (Any one person)	\$ 1,000	
				į			PERSONAL & ADV INJURY	\$ 1,000,0	00
GEN'L AGGREGATE LIMIT APPLIES PER:	1			ļ			GENERAL AGGREGATE	\$ 2,000,0	00
X POLICY PRO- JECT LOC		Ì		ĺ			PRODUCTS - COMP/OP AGG	\$ 2,000,0	00
OTHER:								\$	
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
ANY AUTO				1			BODILY INJURY (Per person)	\$	
ALL OWNED SCHEDULED AUTOS				1			BODILY INJURY (Per accident)	\$	
HIRED AUTOS NON-OWNED AUTOS	' I						PROPERTY DAMAGE (Per accident)	\$	
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UMBRELLA LIAB OCCUR	1						EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-	MADE			ļ			AGGREGATE	\$	
DED RETENTIONS WORKERS COMPENSATION		-					PER OTH-	\$	
AND EMPLOYERS' LIABILITY	Y/N						STATUTE ER	ļ	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?		4					E.L. EACH ACCIDENT	S	
(Mandatory In NH) If yes, describe under				j			E.L. DISEASE - EA EMPLOYE		
DÉSCRIPTION OF OPERATIONS below		-					E.L. DISEASE - POLICY LIMIT	<u> </u> \$	
				1					
DESCRIPTION OF OPERATIONS / LOCATIONS / V	EHICLES	/ACORI	101 Additional Remarks Schedu	ile may he	attached if mor	e enace le requir	ad)		
Nassau County Board of County Comr			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				a talenta a la calenta de la c		
CERTIFICATE HOLDER CANCELLATION 30 days cancellation-10 days non-pay									
							<u> </u>		
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I									
Nassau County Board of County Commissioners 76347 Veterans Way ST 1010				ACCORDANCE WITH THE POLICY PROVISIONS.					
									Yulee FL 32097
( Buy KP									

(Rev. November 2017) Department of the Treasury

# **Request for Taxpayer Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

area mar	revenue delvice P Q0 to www.na.gov/1 offitiva for mat	iuctions and tite late:	st information.					
	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.						
	1 KOGER LINDSAY							
	2 Business name/disregarded entity name, if different from above							
	Rh hightwisty Prediction	Services, C	(					
page 3.	Check appropriate box for federal tax classification of the person whose name following seven boxes.	e is entered on line 1. Che	eck only one of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):				
e. ns or	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC	Partnership	☐ Trust/estate	Exempt payee code (if any)				
8.9	Limited liability company. Enter the tax classification (C=C corporation, S=	ship) ►						
Print or type. See Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax puris disregarded from the owner for the tax puris disregarded from the owner should check the appropriate box for the tax.	Exemption from FATCA reporting code (if any)						
ij	Other (see instructions)			(Applies to accounts maintained outside the U.S.)				
å	5 Address (number street and ant or suite no.) See instructions		Requester's name	and address (optional)				
see (	2221 W. Clovelly LANE  6 City, state, and ZIP code  SAINT ALGUSTINE, 7/ 32092							
"	6 City, state, and ZIP code							
j	SAINT ALGUSTING, 7/ 32092							
Ì	7 List account number(s) here (optional)							
	,, ,							
Par	Taxpayer Identification Number (TIN)							
	your TIN in the appropriate box. The TIN provided must match the name	a given on line 1 to av	aid Social se	curity number				
	o withholding. For individuals, this is generally your social security num		4					
	nt alien, sole proprietor, or disregarded entity, see the instructions for P							
	s, it is your employer identification number (EIN). If you do not have a n	umber, see How to gei						
TIN, la			or					
	If the account is in more than one name, see the Instructions for line 1.	Also see What Name a	and Employe	ridentification number				
Numbe	er To Give the Requester for guidelines on whose number to enter.		8 3	10164044				
			8 2	-11 06 48 44				
Part	II Certification							
Under	penalties of perjury, I certify that:							
2.1 am Sen	number shown on this form is my correct taxpayer identification numb i not subject to backup withholding because: (a) I am exempt from bac vice (IRS) that I am subject to backup withholding as a result of a failure onger subject to backup withholding; and	kup withholding, or (b)	I have not been r	notified by the Internal Revenue				
	a U.S. citizen or other U.S. person (defined below); and							
	FATCA code(s) entered on this form (if any) indicating that I am exemp	t from EATCA reportin	a le correct					
	, , ,	'	•	stact to backup withholding because				
you ha	cation instructions. You must cross out item 2 above if you have been no ve falled to report all interest and dividends on your tax return. For real esta ition or abandonment of secured property, cancellation of debt, contribution nan interest and dividende, you are not required to sign the certification, but	ate transactions, Item 2 ons to an individual retire ut you must provide you	does not apply. For ement arrangemen er correct TIN. See	or mortgage interest pald, It (IRA), and generally, payments the instructions for Part II, later.				
Sign Here	Signature of U.S. person	E	Date > 6.2	8.18				
General Instructions  • Form 1099-DIV (dividends, including those from stocks or mutual				those from stocks or mutual				
Section references are to the Internal Revenue Code unless otherwise noted,		funds) • Form 1099-MISC (various types of income, prizes, awards, or gross						
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted		proceeds)						
		<ul> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> </ul>						
after th	ney were published, go to www.lrs.gov/FormW9.	Form 1099-S (proceeds from real estate transactions)						
Purpose of Form		Form 1099-K (merchant card and third party network transactions)						
_	Ividual or entity (Form W-9 requester) who is required to file an	• Form 1098 (home mortgage interest), 1098-E (student loan interest),						
	ation return with the IRS must obtain your correct taxpayer	1098-T (tuition)						
Identif	ication number (TiN) which may be your social security number	<ul> <li>Form 1099-C (cand</li> </ul>	•					
(SSN), individual taxpayer identification number (ITIN), adoption		<ul> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>						
(EIN),	ver identification number (ATIN), or employer identification number to report on an information return the amount paid to you, or other at reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.						

If you do not return Form W-9 to the requester with a TIN, you might

be subject to backup withholding. See What Is backup withholding,

later.

amount reportable on an information return. Examples of information

returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)