

CS-22-196

**BOCC CONTRACT APPROVAL FORM**  
(Request for Contract Preparation)

CONTRACT TRACKING NO.  
CM3378

**GENERAL INFORMATION**

Requesting Department: Facilities

Contact Person: Les Burnsed

Telephone: 904.530.6120 Fax: ( ) Email: lburnsed@nassaucountyfl.com

**CONTRACTOR INFORMATION**

Name: Brooks Building Solutions, Inc.

Address: 4501 Beverly Avenue Jacksonville FL 32210  
City State Zip

Contractor's Administrator Name: Dustin Morgan Title: Service Sales Engineer

Telephone: 904.642.5303 Fax: ( ) Email: dmorgan@brookssolutions.net

**IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)**

Authorized Signatory Name: Dustin Morgan

Authorized Signatory Email: dmorgan@brookssolutions.net

**CONTRACT INFORMATION**

Contract Name: Q-Pac Fan System Installation at Justice Center

Description: All costs associated with installing of Q-PAC fan systems on existing air handling unit  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$44,957.00  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other Account: 01074712-564001 AIRRP

Authorized Signatory: Taco E. Pope, AICP  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 180 Days Termination/Cancellation: 30 Days

Status:  New  Renew  Amend#  WA/Task Order  Supplemental Agreement

How Procured:  Exemption  Sole Source  Single Source  ITB  RFP  RFQ  Coop  
 Piggyback  Quotes  Other

**If Processing an Amendment:**

Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \_\_\_\_\_

*Continued on next page*

<b>CHECKLIST</b>		
<i>Review/Complete before sending contract for final signature</i>		
<b>Requirement</b>	<b>Description</b>	<b>Complete By</b>
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

**APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY**

1. Doug Podiak 4/24/2023  
Department Head/Contract Manager Date
2. Tanner Adams 4/25/2023
3. Chris Lacambra 4/24/2023 *JP* 4/24/2023  
Procurement Date
4. Denise C. May 4/27/2023 *DJ* 4/27/2023  
Office of Mgmt & Budget Date
- County Attorney Date

**COUNTY MANAGER – FINAL SIGNATURE APPROVAL**

5. Tao E. Pope, AICP 4/27/2023  
County Manager Date

**CONTRACT FOR Q-PAC FAN SYSTEM INSTALLATION SERVICE**

THIS CONTRACT entered into on 4/27/2023, by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida**, hereinafter referred to as the “County”, and **Brooks Building Solutions, Inc.**, located at 4501 Beverly Avenue, Jacksonville, FL 32210, hereinafter referred to as the “Vendor”.

**WHEREAS**, the County received Written Proposals for Q-PAC Fan System Installation at the Justice Center, on January 30, 2023, at 7:38 am; and

**WHEREAS**, the Director of Public Works has determined that the Vendor was the lowest, most responsive and responsible bidder. A copy of the Vendor’s Response is attached hereto as Attachment “A” and made a part hereof; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

**SECTION 1. Description of Services and/or Materials to be Provided**

The County does hereby retain the Vendor to provide the services and/or materials further described in the *Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment “B”. This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

**SECTION 2. Receiving/Payment/Invoicing**

The Vendor shall be compensated in an amount not to exceed \$44,957.00, in accordance with Exhibit “A”. **No payment will be made for services and/or materials without proper County authorization and approval.** The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida’s Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to [invoices@nassaucountyfl.com](mailto:invoices@nassaucountyfl.com). Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the

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contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

**SECTION 3. Acceptance of Services and/or Materials**

Receipt of services and/or materials shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager’s Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

**SECTION 4. Firm Prices**

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment “A”; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

**SECTION 5. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes, all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 6. Expenses**

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Vendor’s agents, if any, hired by Vendor to complete the work under this Contract.

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**SECTION 7. Taxes and Liens**

The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Vendor will refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the County Manager.

The Vendor acknowledges that property being improved that is titled to the County, is not subject to lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

**SECTION 8. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the whole laws and rules of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

**SECTION 9. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

**SECTION 10. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the Contract upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

**SECTION 11. Assignment & Subcontracting**

In order to assign its Contract with the County, or to subcontract any of the work requirements to be performed, the Vendor must ensure, and provide assurances to the County upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor must provide the County with the names of any subcontractor considered for work

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under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County’s judgement, are insufficient. The Vendors agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, will defend the County against such claims.

The Vendor agrees to make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with F.S. 287.0585, unless otherwise stated in the contract between the Vendor and subcontractor. The Vendor’s failure to pay its subcontractor(s) within seven (7) working days will result in a penalty charged against the Vendor and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

**SECTION 12. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 13. Termination for Default, Fraud or Willful Misconduct**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract. Upon receipt of the written notice of termination, the Vendor shall immediately render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

**SECTION 14. 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 written notice of termination from the County, the Vendor shall only provide those

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services and/or materials 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 or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, records, etc.

**SECTION 15. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either party. In the case of any delay the Vendor believes is excusable under this paragraph, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The County, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or

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delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (with out recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

**SECTION 16. Access and Audits**

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County’s or the Clerk’s cost, upon five (5) days’ written notice.

**SECTION 17. Vendor Responsibilities**

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Scope of Work*.

**SECTION 18. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a “First Priority” for services and materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a “First Priority” basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

**SECTION 19. Period of Contract/Option to Extend or Renew**

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate one hundred eighty (180) days thereafter. The performance

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period of this Contract may be extended in one (1) year increments, unless otherwise agreed to by the parties, for up to two (2) additional years maximum upon mutual written agreement between the Vendor and the County with no change in terms or conditions. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

**SECTION 20. Probationary Period**

The first ninety (90) days of this Contract are to be considered a “probationary” period. At the County’s election, this Contract may be terminated, based on the performance of the Vendor, and a new award be granted without another formal bid.

**SECTION 21. Independent Vendor Status**

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

**SECTION 22. Indemnification and Insurance**

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit “1” and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

**SECTION 23. Dispute Resolution**

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The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County’s interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may 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 the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

**SECTION 24. E-Verify System**

The Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security’s E-Verify system (“E-Verify”) to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the Work (under this Contract), the Vendor must include a requirement in the subcontractor’s contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).

The Vendor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor’s enrollment in the program. This includes maintaining a copy of proof of the Vendor’s and subcontractors’ enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

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Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to F.S. 448.095(2)(c), the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

**SECTION 25. Public Records**

The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt

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or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**SECTION 26. Request for Records; Noncompliance**

A request to inspect or copy public records relating to a public agency’s contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency’s request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

**SECTION 27. Civil Action**

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency’s custodian of public records and to the Vendor at the Vendor’s address listed on its Contract with the public agency or to the Vendor’s registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

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A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

**SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions**

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

**SECTION 29. Entire Agreement**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

**NASSAU COUNTY, FLORIDA**

*Taco E. Pope, AICP*

By: Taco E. Pope, AICP  
Its: County Manager  
Date: 4/27/2023

Approved as to form and legality by the Nassau County Attorney

*Denise C. May*  
\_\_\_\_\_  
DENISE C. MAY

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**BROOKS BUILDING SOLUTIONS,  
INC.**

*Dustin Morgan*

By: Dustin Morgan

Its: Service Sales Engineer

Date: 4/25/2023

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**Nassau County Facilities  
Les Burnsed  
Justice Center AHU 2-1 QPAC ECM Fan Array Retrofit  
March 20, 2023**

**We propose to furnish the following equipment and services for the above referenced project.**

**Scope of Work:**

- Mobilization of tools and material to site.
- Lock out tag electrical circuit for removal and replacement of fan assembly.
- Provide labor and material to demolish and dispose of existing forward curve fan assembly and bulkhead wall.
- Provide labor and material to install new QPAC ECM Fan Array System with new sheet metal bulkhead wall.
- Provide labor and material to demolish and dispose of existing variable frequency drive.
- Provide labor and material to mount new QPAC premium control panel in place of existing variable frequency drive, all existing electrical and hard-wired building automation points will be reconnected to QPAC panel. BACnet integration or graphic changes are not inclusive.
- Provide labor and material to make all necessary electrical connections for QPAC ECM Fan Array System.
- Provide factory startup and system verification.

**Equipment Description:**

**(1) Q-PAC ECM Fan Array System, each complete with:**

- Tag(s): AHU 2-1
- Model: FA170 3-pac fan wall
- Sheet metal bulkhead
- (3) Three Q-PAC ECM fans with quick disconnect wire whips (internal)
- Quick disconnect panel (internal)
- 460/3/60 single-point power panel with disconnect (external)
- Blank-off plate
- Premium controls package (requires external signal for control)
- Standard 1-year parts limited warranty provided by Q-PAC per their standard terms and conditions.

**This proposal does not include:**

- Anything not specifically listed above
- Replacement of any electrical breakers
- BacNet integration to the QPAC premium control panel

**Price:** \_\_\_\_\_ **\$44,957.00**

- This proposal is only valid for fifteen (15) days from the date of issue.
- Full freight is allowed.

**TERMS AND CONDITIONS**

This agreement is subject to the **TERMS AND CONDITIONS** included in this Proposal.

**Brooks Building Solutions**

*Dustin Morgan*

Dustin Morgan

Date: 03/20/2023



Attachment "B"

**NASSAU COUNTY  
FACILITIES MAINTENANCE DEPARTMENT**

Office Address: 45195 Musselwhite Road - Callahan, FL 32011

Mailing Address:  
76347 Veterans Way, Suite 4000 -Yulee, FL 32097  
Email: lburnsed@nassaucountyfl.com

Telephone: (904) 530-6120  
Cell: (904) 753-0353  
Fax: (904) 879-3751

**SCOPE of WORK**

(All requests for quotations must be accompanied by this Scope of Work)

Nassau County Facilities Maintenance Department is requesting a quote for Q-PAC fan system at the following locations: Robert M. Foster Justice Center at 76347 Veterans Way Yulee, FL. 32097

**Specifications**

- Please Quote all cost associated with engineering, permitting, materials, equipment and labor to provide installation of Q-PAC fan array on existing air handling units.
- Air handler unit 2.1 at Robert M. Foster Justice center
- Q-PAC fan array shall be designed to meet existing fan performance.
- Unit modifications required for Q-PAC fan array shall be included.
- All electrical modifications required for new Q-PAC fan array shall be included, electrical circuit breakers and wiring shall be sized properly for new equipment and any electrical needs shall be included with this work.
- Integration to existing building management system shall be included with this work.
- Contractor shall provide of all disposal of all equipment not used or existing materials demolished during this work.
- Existing Building Automation system modifications are part of this work as required to adapt to the Q-PAC fan array.
- Test & Balance- a duct traverse recording pre installation total CFM and post installation CFM. Air flow test shall be performed by a technician with a minimum of 10 years proven experience. Provide written report to owner.
- Vendor shall provide warranty on all parts and labor for 1 year minimum. Vendor shall provide all warranty documentation from Q-PAC.
- This is a "Turn key" fan retrofit project.
- Start of job will need to be scheduled two weeks ahead of time.
- All work is to be done in a clean and orderly fashion.



AGENCY CUSTOMER ID: BROOKSBUIL

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED Brooks Building Solutions, Inc. 4501 Beverly Ave Jacksonville FL 32210	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

to those parties listed in said contract, including the Certificate Holder.

The General Liability, Auto Liability, and Umbrella Liability, certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –  
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>Policy Number</b> CPP212161200	<b>Agency Number</b>	<b>Policy Effective Date</b> 09/11/2022
<b>Policy Expiration Date</b> 09/11/2023	<b>Date</b> 09/06/2022	<b>Account Number</b>
<b>Named Insured</b> Brooks Building Solutions, Inc.	<b>Agency</b> BMB of Florida	<b>Issuing Company</b> Amerisure Insurance Co.

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
  - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
  - (2) Who is named as an additional insured under this policy on a certificate of insurance.
- b.** The written contract, written agreement, or certificate of insurance must:
  - (1) Require additional insured status for a time period during the term of this policy; and
  - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
- c.** If, however:
  - (1) "Your work" began under a letter of intent or work order; and
  - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
  - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
  - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
    - (1) Premises you:
      - (a) Own;
      - (b) Rent;
      - (c) Lease; or
      - (d) Occupy;
    - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

Includes copyrighted material of Insurance Services Office, Inc.

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
  - (b) That portion of "your work" out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or "your work" coverage; and
  - (b) This coverage part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires "arising out of" language; or
  - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase "caused, in whole or in part, by" in paragraph 2.a. above is replaced by "arising out of".

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
  - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
  - (3) Both those endorsements with either of those edition dates; or
  - (4) Either or both of the following:
    - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
    - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph 2.a. above applies.

- d. Premises, as respects paragraph 2.a.(1) above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs 2.a.(1)(b) or 2.a.(1)(c) above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
  - (1) Written contract;
  - (2) Written agreement;
  - (3) Certificate of insurance; or
  - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc.

- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
- (1) The preparing, approving, or failing to prepare or approve:
    - (a) Maps;
    - (b) Drawings;
    - (c) Opinions;
    - (d) Reports;
    - (e) Surveys;
    - (f) Change orders;
    - (g) Design specifications; and
  - (2) Supervisory, inspection, or engineering services.
- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:
4. **Other Insurance.**
- Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:
- a. Primary;
  - b. Excess;
  - c. Contingent; or
  - d. On any other basis;
- but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.
- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:** Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85      Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

Non-Competitive Justification Form (Exemptions / Sole Source / Single Source)

Date: January 27, 2023
Vendor Name: Brooks Building Solutions, Inc.
Address: 4501 Beverly Avenue, Jacksonville, FL 32210
Phone: 904.642.5303
Contact Name: Les Burnsed
Project: Justice Center Air Conditioning Replacement
FY Cost: \$44,957
Total Cost: \$44,957
Account: 01074712-564001 AIRRP

Description of Goods and/or Services:
Q-PAC fan system installation on existing air handling units at the Justice Center

Source of Funds: [X] County [ ] State [ ] Federal [ ] Other

Check one (1) of the following choices:

- [ ] Exempt purchase: [ ] Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
[ ] Communications including Internet Service and Newspaper Ads (5.2 - Nassau County Purchasing Policy)
[ ] Publications (5.3 - Nassau County Purchasing Policy Exemption)
[ ] Real Property- purchase, lease, or rental (5.4 - Nassau County Purchasing Policy)
[ ] Lodging and Transportation (5.5 - Nassau County Purchasing Policy)
[ ] Other Professional Services not defined by F.S. 287.055 (5.8 - Nassau County Purchasing Policy)
[ X ] Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
[ ] Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the manufacturer of product). Were alternatives evaluated? Yes [ ] (If yes, explain why alternatives are unacceptable) No [ ] (If no, explain why alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

Installation must be performed by factory trained Diakin Service Provided for current air handling units at the Justice Center. Brooks Building Solutions is the only authorized service provider for the State of Florida.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.
Doug Poldoski 4/27/2023

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.
Tina... 4/25/2023

Office of Management and Budget Director - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.
Chris Lacabarra 4/24/2023

County Manager -I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other condition would prevent approval.
Tara E. ... 4/27/2023



# **DAIKIN McQUAY**

Nassau County Board of Commissioners  
96135 Nassau Pl. Suite 1  
Yulee, Florida  
32097

Attn: Whom It May Concern

Daikin McQuay procurement

October 1, 2019

Daikin McQuay and Brooks Air Systems have been working together over the years to insure that we serve our customers in the best possible manner. As we continue to grow our overall capabilities we have developed a new approach to the market which we believe will enhance the services offered to you.

Effective in July of 2012, Brooks Air Systems and Daikin McQuay entered into an agreement where Brooks Air Systems will represent Daikin McQuay in terms of servicing and maintaining our centrifugal and screw chiller including all Daikin McQuay products and be the sole source provider of this service and Parts for Northern Florida.

Brooks Air Systems will have the full support of our technical resource centers should any unusual problems occur and also full access to our training center that will insure Brooks Air Systems people are fully trained and capable of servicing and maintaining this equipment

Please issue purchase orders for the McQuay maintenance contracts directly to Brooks Air Systems. If there are any questions, please do not hesitate to contact us at your earliest convenience.

Best Regards

**Al Ward**

Al Ward  
Vice President  
Daikin McQuay

**McQuay International**  
World Headquarters  
13600 Industrial Park Boulevard  
Minneapolis, MN 55441  
763-553-5330

**DATE**  
2/5/2023

**Requisition Form**  
**NASSAU COUNTY**  
**BOARD OF COUNTY COMMISSIONERS**  
96135 Nassau Place Suite 1  
Yulee, FL 32097

**VENDOR NAME/ADDRESS**  
Brooks Building Solutions, Inc.  
4501 Beverly Ave.  
Jacksonville, FL 32210

**DEPARTMENT**  
FACILITIES

**REQUESTED BY**  
Doug Podlak/Les Burnsed

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE		STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
7762	Q-PAC Fan System	01074712-564001 AIRRP	\$ 38,246.00		Standard PO	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT		
1	Q-PAC ECM Fan Array System installation on existing air handling units at Justice Center	1.00	\$ 44,957.00	\$ 44,957.00	Single Source	
				\$ 0.00		
				\$ 0.00		
	Budget Transfer Pending			\$ 0.00		
				\$ 0.00		
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				\$ 0.00		

ORIGINAL - FINANCE Shipping \$ 0.00  
COPY - DEPARTMENT Total \$ 44,957.00

**Department Head**  
*I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.*

Doug Podlak 4/24/2023

**Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.)**

*I attest that, to the best of my knowledge, funds are available for payment.*  
Chris Calandra 4/24/2023 4/24/2023

**Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.)**

*I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.*  
Andres Ramirez 4/25/2023

**County Manager (signature required if over Department Head signature authority or \$5,000, whichever is less.)**

*I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.*  
Mark E. Pope AICP 4/27/2023

Clerk: **SB**  
Date: 4/28/2023

**Certificate Of Completion**

Envelope Id: 7FE1CABE3A814EDA937FF8AA869B51C5	Status: Completed
Subject: Complete with DocuSign: CAF CM3378-Q-Pac from Brooks.pdf, CM3378 Brooks Building Solutions-Q-Pa...	
Source Envelope:	
Document Pages: 26	Signatures: 16
Certificate Pages: 6	Initials: 29
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jennifer Kirkland
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	jkirkland@nassaucountyfl.com
	IP Address: 50.238.237.26


**Record Tracking**

Status: Original	Holder: Jennifer Kirkland	Location: DocuSign
4/24/2023 2:17:00 PM	jkirkland@nassaucountyfl.com	


**Signer Events**

Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 4/24/2023 2:32:53 PM Viewed: 4/24/2023 3:34:39 PM Signed: 4/24/2023 3:34:58 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	

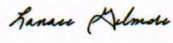
**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 4/24/2023 3:35:01 PM Viewed: 4/24/2023 4:01:37 PM Signed: 4/24/2023 4:03:45 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 4/24/2023 4:03:49 PM Viewed: 4/24/2023 4:48:23 PM Signed: 4/24/2023 4:48:39 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 4/24/2023 4:48:43 PM Viewed: 4/25/2023 8:50:01 AM Signed: 4/25/2023 8:51:10 AM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Dustin Morgan  dmorgan@brookssolutions.net  Service Sales Engineer  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 4/25/2023 9:03:57 AM  ID: 75cac6a3-a3b9-41d4-a873-0ecbf7b382d6</p>	<p><i>Dustin Morgan</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 96.85.69.33</p>	<p>Sent: 4/25/2023 8:51:14 AM  Viewed: 4/25/2023 9:03:57 AM  Signed: 4/25/2023 9:17:18 AM</p>
<p>Abigail Jorandby  ajorandby@nassaucountyfl.com  Assistant County Attorney  Nassau BOCC  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 50.238.237.26</p>	<p>Sent: 4/25/2023 9:17:21 AM  Viewed: 4/27/2023 3:26:05 PM  Signed: 4/27/2023 3:26:19 PM</p>
<p>Denise C. May  dmay@nassaucountyfl.com  Assistant County Attorney  Nassau County BOCC  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 164.51.200.51</p>	<p>Sent: 4/27/2023 3:26:23 PM  Viewed: 4/27/2023 3:45:57 PM  Signed: 4/27/2023 3:46:25 PM</p>
<p>Taco E. Pope, AICP  tpope@nassaucountyfl.com  County Manager  Nassau County BOCC  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 50.238.237.26</p>	<p>Sent: 4/27/2023 3:46:29 PM  Viewed: 4/27/2023 5:34:09 PM  Signed: 4/27/2023 5:34:29 PM</p>
<p>Clerk Finance received  boccap@nassauclerk.com  Nassau County Clerk  Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b>  Accepted: 2/4/2021 9:59:11 AM  ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p><i>SB</i></p> <p>Signature Adoption: Pre-selected Style  Using IP Address: 12.23.69.254</p>	<p>Sent: 4/27/2023 5:34:32 PM  Viewed: 4/28/2023 8:25:40 AM  Signed: 4/28/2023 8:25:52 AM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Clerk Admin  clerkservices@nassaucountyfl.com  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 4/28/2023 8:25:57 AM  Viewed: 4/28/2023 8:32:06 AM</p>
<p>David Hearn  dhearn@nassaucountyfl.com  Road  Nassau County BOCC  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 4/28/2023 8:26:00 AM</p>
<p>Jennifer Kirkland  jkirkland@nassaucountyfl.com  Nassau County BOCC  Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b>  Not Offered via DocuSign</p>	<b>COPIED</b>	<p>Sent: 4/28/2023 8:26:03 AM  Resent: 4/28/2023 8:26:13 AM</p>

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/24/2023 2:32:53 PM
Envelope Updated	Security Checked	4/27/2023 12:25:52 PM
Certified Delivered	Security Checked	4/28/2023 8:25:40 AM
Signing Complete	Security Checked	4/28/2023 8:25:52 AM
Completed	Security Checked	4/28/2023 8:26:03 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Nassau:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com)

### **To advise County of Nassau of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from County of Nassau**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with County of Nassau**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [bsimmons@nassaucountyfl.com](mailto:bsimmons@nassaucountyfl.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.