

CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT
TRACKING NO.**

CM2401

17 JUN 20 PM 3:13

CONTRACTOR INFORMATIONName: Brooks Building Solutions, Inc.Address: 4501 Beverly Ave Jacksonville, FL 32210
City State ZipContractor's Administrator Name: Chad Poole Title: Sale EngineerTel#: (904) 642-5303 Fax: (904) 641-8722 Email: cpoole@brookssolutions.net**CONTRACT INFORMATION**Contract Name: Mechanical & EMS System Maintenance Agreement Contract Value: \$19,415.00 (11 Qtrs @ 1,765.00)Brief Description: Maintenance Agreement on the Facilities Management System at the Detention Center
FY 16/17 (2/1/17-9/30/17) 3 Qtrs = \$ 5,285.00 Annual FY 17/18 (10/1/17-9/30/18) 4 Qtrs = \$7,060 Annual FY 18/19 (10/1/18-9/30/19) 4 Qtrs = \$7,060 AnnualContract Dates : From: 2/1/17 to: 9/30/19 Status: X New Renew Amend# WA/Task OrderHow Procured: X Sole Source Single Source ITB RFP RFQ Coop. Other **If Processing an Amendment:**Contract #: Increase Amount of Existing Contract: New Contract Dates: to TOTAL OR AMENDMENT AMOUNT: **APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6**

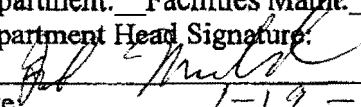
| | | | |
|----|--|------------------------|--|
| 1. | <u>[Signature]</u> Department Head Signature | <u>1-19-17</u> Date | <u>Fac. Maintenance -Detention Center</u> Submitting Department |
| 2. | <u>[Signature]</u> Contract Management | <u>1/20/17</u> Date | <u>01072523-546020</u> Funding Source/Acct # |
| 3. | <u>[Signature]</u> Office of Management & Budget | <u>1/23/17</u> Date | |
| 4. | <u>[Signature]</u> County Attorney (approved as to form only) | <u>1/28/17</u> Date | |

Comments: **COUNTY MANAGER - FINAL SIGNATURE APPROVAL**Ted Selby1/26/17
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 |

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

Vendor Name: Brooks Building Solutions
Address: 4501 Beverly AVE.
Jax, FL 32210
Phone: 904-6425303x314
Contact Name: Chad Poole

Department: Facilities Maint.
Department Head Signature: 
Date: 1-19-17
Account: 01072523-546020

Description of Commodity:

Pm the management system for ac/heat controls at the Detention Facility.

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

☒ Sole Source: The required goods or services can only be procured from one vendor.

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

Please check all of the following that apply:

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

Comments/Explanations: (required)

Brooks Building Solutions is the only authorized dealer for Alerton parts and services in the South East Region

Area: The area for services is the entire Detention Facility. This is for the management system for the AC/ Heat in the Facility.

Approval:


County Manager

1/26/17
Date

ALERTON

July 8, 2016

Nassau County Board of County Commissioners
76347 Veterans Way
Yulee, FL 32601

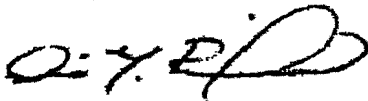
To Whom It May Concern:

This letter will serve to confirm the current status of Alerton's Dealer coverage in your area. Alerton control systems are only available through approved Alerton dealers. Brooks Building Solutions is the exclusive Alerton dealer serving northern Florida and is the only company authorized to sell, install and service Alerton systems in these markets. Additionally, customer service, training, and warranty service for Alerton Systems is only available through approved Alerton Dealers. Brooks has Alerton factory-trained personnel on staff, and has access to proprietary products and information that are part of the Alerton Building Management System.

With more than twenty seven years experience as an Alerton dealer, Brooks has the management, financial and technical resources necessary to install and provide exceptional service for the customers that they serve. During their years as an Alerton dealer, Brooks has demonstrated a consistent pattern of exceptional performance, professionalism, and customer satisfaction. Brooks has successfully completed the certified factory-training classes provided for the Alerton systems.

Thank you for your interest in Alerton and Brooks Building Solutions. We appreciate the opportunity to serve the needs of your facilities. It is our goal to help you to achieve the performance goals for your facilities and to maintain your system at the highest standards. Please let me know if you have any additional questions. I can be reached at (615) 495-1048 or denis.riordan@alerton.com.

Sincerely,



Denis M. Riordan
Regional Manager
Alerton

| | |
|---|--|
| 16201 25th Avenue W Lynnwood, WA 98087 | www.alerton.com |
| Phone: (425) 921-4900 Toll Free: (855) 410-7938 | Fax: (425) 921-4872 |



Brooks
Building Solutions

Formerly Brooks Air Systems

HVAC EQUIPMENT | BUILDING AUTOMATION
ENERGY SOLUTIONS | SERVICE | PARTS

Brooks Building Solutions, Inc.

Mechanical, Electrical & EMCS Systems

Nassau County Jail EMCS Preventative Maintenance Agreement

February 1, 2017 – September 30, 2019

THIS AGREEMENT by and between **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** and **Brooks Building Solutions, 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 Building Solutions 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 Building Solutions General Service Plan Features (included with all service plans)
- Brooks Building Solutions Custom Service Plan Features
- Tentative Calendar
- Support Plan Pricing Summary/Signature Page.
- Additional Terms and Conditions
 - Termination for Convenience
 - Dispute Resolution Clause

Brooks Building Solutions 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 Building Solutions 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 Building Solutions 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 Building Solutions 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 Building Solutions 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 Building Solutions also offers HVAC mechanical systems service and repairs.

NOT INCLUDED IN THIS AGREEMENT

Brooks Building Solutions -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"/> | | | | | | | | | | | | |
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| <input type="checkbox"/> | | | | | | | | | | | | |
| <input type="checkbox"/> | | | | | | | | | | | | |

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 (3) year program, billed quarterly (\$1,765.00) at the beginning of each contract year. Termination for Convenience conditions are detailed in the "Additional Terms and Conditions" section.

Year 1: \$5,295.00 (3) quarters only in first year

Year 2: \$7,060.00

Year 3: \$7,060.00

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 Building Solutions, 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 Building Solutions, 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 Building Solutions, 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 Building Solutions, 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 ____ day of _____, 2017.

BROOKS BUILDING SOLUTIONS

BOARD OF COUNTY COMMISSIONERS

By: 

Name: Chad Poole

Title: Sales Engineer

By: 

Name: T. J. Selby

Title: County Manager

****All information needs to be complete before requisition can be processed.**

| | |
|--|-------|
| PO/CM# | |
| Funding Acct: | |
| DATE: 1/19/2017 | |
| REQUISITION BY: Tony Lombardi | |
| By signing, I certify this purchase is compliant with the County Purchasing Policy and I have reviewed the quote for accuracy. | |
| Request for which Department | |
| Facilities Maintenance | DET X |
| Parks & Recreation | |

| ITEM NO. | ITEM DESCRIPTION | QTY | UNIT PRICE | AMOUNT |
|----------|-----------------------------|-----|-------------|-------------|
| 1 | perform quarterly pm on the | | | |
| 2 | ac system management system | | | |
| 3 | for the next 3 years | 11 | \$ 1,765.00 | \$19,415.00 |
| | Period 2/1/17 - 9/30/19 | | | |
| 1ST | 3 QTRS 5,295 | | | |
| 2ND | 4 QTRS 7060 | | | |
| 3RD | 4 QTRS 7060 | | | |
| | | | | |
| | | | | |
| | | | Total | \$19,415.00 |

Total of Purchase Requested

Purchases >\$200 but < \$1000 requires pre-purchase approval

Pre-Purchase Approved by one of the following

| | |
|-----------------------------|-------------|
| Frank Mashuda: _____ | Date: _____ |
| William Stonebreaker: _____ | Date: _____ |
| Suzie Fontes: _____ | Date: _____ |

| Project Description | |
|--|---|
| Facility: | NCDF (Building, truck, or equipment #) |
| Scope of Work: | |
| perform pm on ac management system quarterly | |
| Attached Quote # | |

| Purchase >\$1000 but <\$5000 = 3 verbal quotes | |
|--|--------|
| Purchase >\$5000 but <\$50000 = 3 written quotes | |
| Quotes Received | |
| Vendor | Amount |
| 1) | 0 |
| 2) | 0 |
| 3) | 0 |
| | |