

Letter to extend or renew a Contract

Nassau County Contract Management  
96135 Nassau Place, Suite 6  
Yulee, FL 32097

Dear Carol Masterson,

**Renewal of Agreement for Security, Fire and Elevator Alarm Monitoring**

This letter confirms the renewal of the Contract on the terms set out below.

**General information**

No.	Topic	Details
1	Department	Name: Facilities Maintenance
2	Vendor	Name: Atlantic Companies
3	Contract	Contract title: Security , Fire and Elevator Alarm Monitoring Contract tracking number: CM2139-AR1

**Contract Renewal**

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to extend the term of the Contract for one (1) year, beginning October 1, 2017 and ending September 30, 2018, in accordance with the clause in section 6 Central Station Services, paragraph 2 of the Contract.

If you need more information or would like to discuss this matter further, please contact Angela Gregory on 904-530-6040 or at [agregory@nassaucountyfl.com](mailto:agregory@nassaucountyfl.com)

Yours sincerely

William Stonebreaker

8-3-17

Date

Approved by:

Contract Management

8-3-17

Date

Office of Management & Budget

County Attorney

8/7/17

Date

8/13/17

Date

**COUNTY MANAGER - FINAL SIGNATURE APPROVAL**

  
Shanea Jones, County Manager

8-16-17

Date

17 AUG - 3 PM 3:52

RECEIVED

RECEIVED

CS-14-12

CONTRACT MANAGEMENT  
CONTRACT APPROVAL FORM

CONTRACT MANAGEMENT (Contract Management Use only)

2014 JUL 24 PM 3:16

2014 SEP -4 AM 10:26

CONTRACT TRACKING NO.

CM 2139

CONTRACTOR INFORMATION

Name: Atlantic Companies  
Address: 1717 Cesery Boulevard Jacksonville Florida 32211  
Contractor's Administrator Name: Carol Masterson Title: Customer Care Manager  
Tel#: 904-743-8444 Fax: 904-743-8466 Email: cmasterson@atlanticcompanies.net

CONTRACT INFORMATION

Contract Name: Security, Fire and Elevator Alarm Monitoring Contract Value: \$ \$3,252.00  
Other County Buildings (01073519-534000) \$ 1,368.00 and Justice Center and Historic Courthouse (01074712-534000) \$ 1,884.00

Brief Description: Monthly Monitoring Service for the following: Security Alarm \$18.50, Fire Alarm \$ 21.50 Elevator Alarm \$ 18.50.  
Contract covers all properties and all Nassau County Properties acquired during the contract period.

Contract Dates: From: 10/1/2014 to 9/30/2017 Status:  New  Renew  Amend#  WA/Task Order

How Procured:  Sole Source  Single Source  ITB  RFP  RFQ  Coop.  Other

If Processing an Amendment:

Contract #: \_\_\_\_\_ Increase Amount of Existing Contract: \_\_\_\_\_ No Increase \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ TOTAL OR AMENDMENT AMOUNT: \_\_\_\_\_

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1. [Signature] 7/22/14  
Department Head Signature Date
2. Charlotte Young 8-14-14  
Contract Management Date
3. [Signature] 8-21-14  
Office of Management & Budget Date
4. [Signature] 8-26-14  
County Attorney (approved as to form only) Date

01073519-534000 & 01074712-534000  
Funding Source/Acct #

various accounts  
object code 534000

RECEIVED  
OFFICE OF COUNTY MANAGERS  
NASSAU COUNTY FLORIDA  
PM 4:37

Comments: \_\_\_\_\_

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 9/3/14  
Ted Selby, County Manager Date

RECEIVED  
COUNTY MANAGERS  
OFFICE  
14 AUG 15 PM 1:17

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

RECEIVED  
COUNTY MANAGERS  
OFFICE  
14 AUG 27 AM 11:40



- Install
- Pre-wire
- Purchase Agreement
- Equipment Add-On
- Monitoring Agreement
- 80871

1714 CESERY BOULEVARD  
JACKSONVILLE, FL. 32211

FLORIDA: 904-743-8444  
GEORGIA: 912-264-8679  
FAX: 904-743-8466

This Agreement is made this 18th day of JUNE, 2014, by and between ATLANTIC COMPANIES (Seller) and NASSAU BOARD OF COUNTY COMMISSIONERS (Purchaser). For the consideration and pursuant to the terms and conditions hereinafter mentioned, Seller agrees to sell to Purchaser and to install, or cause to be installed in the premises of Purchaser, located at SEE ATTACHMENT "A" (Premises), and Purchaser agrees to buy equipment listed.

Terms and conditions of this purchase agreement appear on the back of this document. Read them before you sign it.

BILLING ADDRESS

- Temporary  Permanent

See Attachment "B" for Monthly Security Monitoring fees

<input type="checkbox"/> LEASE	<input type="checkbox"/> PURCHASE	
AGREEMENT LENGTH	_____ MO.	
INSTALLATION DEPOSIT	_____ + TAX	
MONTHLY INSTALLMENTS	_____ + TAX	
MONTHLY MONITORING	_____ + TAX	
CONNECTION CHARGE		_____
JOB INSTALLATION		_____
JOB DEPOSIT		_____
JOB COMPLETION BALANCE		_____
ANNUAL MONITORING		FORM B + TAX
ANNUAL BACKUP MONITORING		+ TAX
PERMIT FEE		_____

- MONTHLY  QUARTERLY  SEMI-ANNUAL  ANNUAL  
MONITORING BILLING CHOICES

**EMERGENCY LIST: Please list those individuals to be called after authorities have been dispatched in the event you cannot be reached.**

NAMES: 1. \_\_\_\_\_ 2. \_\_\_\_\_

TELEPHONE: Home: \_\_\_\_\_ Home: \_\_\_\_\_

Office: \_\_\_\_\_ Office: \_\_\_\_\_

Mobile: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

PASSWORD: \_\_\_\_\_

Home # \_\_\_\_\_  
Mobile # \_\_\_\_\_  
Work # \_\_\_\_\_ Fax # \_\_\_\_\_  
Email \_\_\_\_\_

X Belb 9/3/14  
PURCHASER/SUBSCRIBER/BUYER DATE  
Carel Masterson  
CONSULTANT MANAGER APPROVAL

I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information.

# Terms and Conditions

1. **PRINTED AGREEMENT** - None of the PRINTED AGREEMENT or its terms and conditions may be altered without the express written approval of an officer of the Seller.

2. **SELLER** agrees to install specified systems on premises and to make any necessary inspections and tests to deliver system to Purchaser in operating condition in accordance with standard installation procedures of Seller. The installation will be completed within a reasonable length of time based on the conditions inherent in the premises and Seller's installation schedule.

3. **FULL ONE-YEAR WARRANTY** - Seller/Atlantic Companies promises to furnish a replacement part for any portion of Purchaser's security system that proves to be defective in workmanship or material under normal use for a period of one year from the date of installation. Seller reserves the right to use reconditioned parts in fulfillment of this warranty.

Seller/Atlantic Companies extends to Purchaser warranties for equipment not made by us granted us by manufacturers of such equipment used in Seller home systems. Seller will return this equipment to the original manufacturer for fulfillment of their warranty obligations.

We will furnish the labor to remove and replace the defective part during the same one-year period. Seller/Atlantic Companies makes no other warranty except as herein specifically set forth, particularly any warranty of merchantability or fitness for any particular purpose, either express or implied in law.

**GENERAL:** Furnishing of parts and labor as described above shall constitute fulfillment of all Seller/Atlantic Companies obligations with respect to this warranty, and replacement part will be warranted only for the unexpired portion of the original warranty.

A bill of sale, canceled check, or payment record shall be kept by Purchaser to verify purchase date and establish warranty period.

To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase of your system:

Distributed by Atlantic Companies  
1714 Casey Boulevard  
Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Purchaser. Seller will perform service during normal working hours. For emergency service, Seller will charge you an emergency service labor premium.

Seller will endeavor to perform service within 48 hours after notification of a problem by the Purchaser.

**EXCLUSIONS:** This warranty applies only to units sold and retained within the continental USA. This warranty does not apply to the product or parts that have been damaged by accident, abuse, lack of proper maintenance, unauthorized alterations, misapplication, fire, flood, lightning strikes or acts of God.

This warranty does not cover service calls which do not involve defective workmanship or materials.  
**IN NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.**

4. **SELLER NOT AN INSURER** - It is specifically understood and agreed: That Seller is not an insurer that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises; THAT SELLER MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the systems to properly operate with resulting loss to Purchaser because of, among other things:

(a) The uncertain amount or value of Purchaser's property or that of other persons kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or other such services or entities should such department or entity be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate;

(d) The nature of the service to be performed by the Seller and the uncertain nature of occurrences which might cause injury or death to Buyer or any other person which the system or equipment is designed to detect or avert.

Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, whatsoever, including, but not limited to installation, design, service, monitoring, or the failure of any system or equipment installed by, or service performed by Seller in any respect whatsoever, Seller's maximum liability shall not exceed a sum equal to the annual service charge contracted herein or Two Hundred Fifty (\$250.00) Dollars, whichever is less, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligation imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees.

In the event that the Purchaser wished Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limited liability by paying an additional amount proportionate to the increase in damages, but such additional obligation shall in no way be interpreted to hold Seller as an insurer. Purchaser may also obtain such additional liability protection from insurance carrier, as Purchaser desires.

5. **INDEMNIFICATION** - Purchaser agrees to and shall indemnify and save harmless the Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct or active or passive negligence on the part of Seller, its agents, servants or employees.

The Seller assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of Seller including interruption in telephone service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall continue.

6. **CENTRAL STATION SERVICES** - Central station services consist of the receipt, analysis and response (dispatch of proper authorities) to signals from system installed under this Agreement. Such services are initiated upon final payment for installation and pre-payment of service charges. All services may be discontinued anytime charges are unpaid and system is abused. Notices by certified or registered letter to billing address shall be deemed sufficient notice of discontinuation and shall be deemed effective for all purposes upon mailing and not receipt.

Monitoring service is billed and payable annually in advance. **MONITORING SERVICE SHALL CONTINUE ON A YEARLY BASIS UNLESS CANCELLED IN WRITING BY EITHER PARTY NO LESS THAN 60 DAYS BEFORE ANNUAL RENEWAL DATE.**

The Department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Purchaser or by others due to failure of such Department organization.

7. **TELEPHONE OR INTERNET CONNECTIONS** - Seller will assist Purchaser in making necessary arrangements to secure telephone or internet service connections for systems. Purchaser agrees to

furnish any necessary telephone or internet services or telephone lines at Purchaser's own expense.

The charge for the installation and continuation of this service shall be billed to the account of the Purchaser and will appear on his regular telephone or internet billing.

8. **TESTING** - It is the responsibility of the Purchaser to test the system for proper operation periodically but not less than monthly. Purchaser shall follow all instructions and procedures which Seller may prescribe for the operation and maintenance of the system.

9. **RETENTION OF TITLE AND RIGHT OF ACCESS** - The system shall remain the personal property of Seller until fully paid for in cash by Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by Seller. Purchaser understands and agrees that the installation of equipment owned by Seller does not create a fixture on the Premise as to that equipment. Should Purchaser default in any payment for the system or part, then Purchaser authorized and empowers Seller to enter upon said Premise and to remove the system, or part from the premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the premises to its original condition, or recondition same in the event the system or part is removed as a result of Purchaser's default in payment, nor shall Seller be obligated or liable to Purchaser in any manner. Risk of loss of the system, or any part of the same, shall pass to Purchaser upon delivery to the premises of such system or part.

10. **FEES, CHARGES, RIGHTS AND COST OF COLLECTION** - All fees and charges are payable in advance. Failure to pay fees, charges or other sums owed will result in your services being disconnected. Further, when you are in default, Seller can require immediate payment (acceleration) of what you owe under the contract and take possession of the property. Purchaser waives any right Purchaser has to demand for payment, notice of intent to accelerate and notice of acceleration, if Seller hires an attorney to collect what Purchaser owes, Purchaser will pay the attorney's fee and court costs as permitted by law. This includes any attorneys' fees Seller incurs as a result of any bankruptcy proceeding brought by or against Purchaser under federal law or an appellate proceeding. Payment shall be due upon the receipt of invoices by Seller unless otherwise specified on the front hereof. Interest shall accrue on all amounts more than thirty (30) days past due at the default rate of interest of 18% per annum or the maximum allowable rate, whichever is less. All payments shall be due and payable to Seller's office set forth on the front of the Agreement. Additionally, there will be a 1.50% MONTHLY LATE CHARGE on Past Due Balances. The minimum Late Charge is \$3.00. Any action taken under paragraph 9 and/or paragraph 10 shall in no way prejudice Seller's right to collection of unpaid charges and costs herein enumerated, if services are discontinued because of Purchaser's past due balance, and if Purchaser desires to have the monitoring service reactivated, Purchaser agrees to pay in advance to Seller a reconnection charge to be fixed by Seller at a reasonable amount. Seller shall have the right to increase the recurring service charge provided herein, upon written notice to Purchaser, at any time or times after the date service is operative under this Agreement. Purchaser agrees to notify Seller of any objections to such increase in writing within twenty (20) days after the date of the notice of increase, failing which it shall be conclusively presumed that Purchaser agreed to such increase. In the event Purchaser objects to such increase, Seller may elect to (1) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or (2) terminate the Agreement upon fifteen (15) days advance notice to Purchaser.

In addition to these charges addressed above, Purchaser agrees to pay, upon demand, (a) any false alarm assessments; federal, state and local taxes, fees or charges imposed by any governmental body or entity relating to the equipment or services provided under this Agreement; (b) any increase in charges to company or to Seller for the facilities needed to transmit signals under the Agreement; and (c) any service charge in the event Seller sends a representative to Purchaser's premises in response to a service call or alarm signals where Purchaser has not followed proper operating instructions, failed to close or properly secure a window, door or other protected point, or improperly adjusted CCTV cameras, monitors or accessory components.

11. **NOTICE TO PURCHASER** - Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to enforce his claim against your property. Under law, you may protect yourself against such claims either by filing with the Court a "No Lien Agreement" or a payment bond depending upon the law of the state where your property is located.

(a) **BUYER'S RIGHT TO CANCEL THIS AGREEMENT** - Buyer may cancel this Agreement or purchase by mailing a written notice to the Seller postmarked not later than midnight of the third business day after the date this Agreement was signed. Buyer may use the face of this Agreement as that notice by writing "I hereby cancel by Buyer signature and by adding your name, address and new signature thereon. The notice must be mailed to Seller at the office indicated in the Agreement and must be sent by either certified mail or registered mail.

12. **ENTIRE AGREEMENT** - This instrument constituted the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commitments (either written or spoken) and writing pertaining hereto.

This Agreement can only be changed by a written amendment signed by both parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement becomes binding upon Seller only when signed by a District Sales Manager of Atlantic Companies. In the event of non-approval, the sole liability of the Seller shall be to refund to Buyer the amount that has been paid to Seller upon execution of this Agreement.

13. **LITIGATION** - The laws of the State of Florida shall govern the terms of this Agreement and the parties agree to submit to the jurisdiction of the State of Florida. Venue for resolution of any disputes arising under this Agreement, including litigation, regardless of place of payment, shall be in a forum or court, as required, of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County, Florida, is a convenient forum.

14. **CHANGES AND ASSIGNMENT** - Purchaser acknowledges that the sale or transfer of the Premise by the Purchaser to a third party does not relieve Purchaser of his obligations under this Agreement. Purchaser may not assign this Agreement unless Purchaser obtains prior written consent from Seller. Seller may assign this Agreement or subcontract the work to be performed without notice to Purchaser or Purchaser's consent.

15. **THIRD PARTY INDEMNIFICATION** - In the event any person, not a party to this Agreement, shall make any claim of file any lawsuit against Seller for any reason relating to our duties and obligations pursuant to this Agreement, including but not limited to the design, maintenance, operation, or non-operation of the alarm system, Purchaser agrees to indemnify, defend and hold Seller, its dealers, agents, installers, their successors and assigns harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Seller, its dealers, installers, agents, servants, assign or employees. This Agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur solely while an employee of Seller is on Purchaser's Premises in accordance with this Agreement and which losses, damages and liability are solely and directly caused by the act or omissions of that employee.

Initial



June 18, 2014

SECURITY SYSTEMS



HOME THEATERS

Nassau County Board Of County Commissioners  
45195 Musselwhite Road  
Callahan, FL 32011



AUDIO / VIDEO



Dear Susie & Don

LIGHTING CONTROL



Enclosed you will find the quotation paperwork ("Attachment B") as requested. This quote is good from 10-1-14 through 9-30-17 and it covers all properties listed on "Attachment A" of this packet, and will cover any additional properties acquired during this time period.

STRUCTURED WIRING



Please let me know if you have any questions on this packet.

SURVEILLANCE SYSTEMS



Thank you very much for your time, and your continued patronage.

COMMUNICATIONS



Sincerely,

ACCESS CONTROL

Carol Masterson  
Customer Care Manager



CENTRAL VAC



AUTOMATION

## Attachment "A"

Nassau County ~~School~~ Board Properties monitored as of

Nassau County Acct #'s	Property Name
AWS0071	COUNTY MAINT OFC
AWS0072	YULEE SPORTS COMPLEX
237357	JUDICIAL COURTHOUSE FIRE
237368	JUDICIAL COURTHOUSE FIRE
9042252866	CAR 1 ELEVATOR
904-225-5423	CAR 2 ELEVATOR
904-225-0698	ELEVATOR 3
904-225-2788	#4
904-225-4894	#5
AWS0073	FIRE RESCUE
AWS0074	FIRE RESCUE HEAD QUARTERS
AWS1456	NASSAU PUBLIC SVC BLDG
CFA1778	NASSAU CO BUILDING MAINTENANCE
AWS0094	BACK HALL
AWS0079	SUP OF ELECTIONS
AWS080	COMMON AREA
AWS0081	CCA COUNTY MGR
AWS0082	PROP APPRAISER
AWS0084	HUMAN RESOURCES
AWS0085	COUNTY ATTORNEY
237433	JAMES S PAGE BLDG. (FIRE SYSTEM)
237354	NASSAU CO HISTORIC COURTHOUSE
AWS0152	YULEE EXTENSION EAST
AWS1507	CLERC OF COURTS
130216	WEST NASSAU MULTIUSE
121225	NASSAU SOLID WASTE
237405	NASSAU COUNTY EMERGENCY OPERATION
AWS1549	NASSAU ANIMAL CONTROL
AWS2110	FERNANDINA BCH LIBRARY
237451	FERNANDINA BCH FIRE SYSTEM
AWS2111	BRYCEVILLE BRANCH LIBRARY
AWS2112	CALLAHAN BRANCH LIBRARY
AWS2113	HILLIARD BRANCH LIBRARY
237450	HILLIARD FIRE SYSTEM

Quote Number NC14-Q011

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facilities Maintenance Date: 6/12/14  
 Department Address: 45195 Musselwhite Road  
Callahan Florida 32011  
 Contact: Don Castle -County Cell Phone 904-753-1046  
 Contact email: maintech@nassaucountyfl.com  
 Department Phone: 904-548-4688 Department Fax: 904-548-4687

Product(s)/Service(s) to be purchased (list all specifications and requirements):

**Scope of Work:**

Monthly Security Monitoring:

<u>Security Alarm Monitoring</u>	<u>\$ 18.50 PER ACCT</u>
<u>Elevator Alarm Monitoring</u>	<u>\$ 18.50 PER ACCT</u>
<u>Fire Alarm Monitoring</u>	<u>\$ 21.50 PER</u>
<u>Service Call/Trip Charge</u>	<u>\$ 0.00 TRIP</u>
<u>Service Call for Security Code Changes</u>	<u>\$ \$75 PER 1/2 HR</u>
<u>Hourly Labor Rate</u>	<u>\$ 90.00 HR PER</u>
<u>Overtime Labor Rate</u>	<u>\$ 115.00 PER</u>
<u>Holiday Service Call Rate</u>	<u>\$ 115.00 PER</u>
<u>Weekend Service Call Rate</u>	<u>\$ 115.00 PER</u>
<u>24 Hour Service Rate</u>	<u>\$ 115.00 PER</u>
<u>Reports – Open / Close (How are they accessed?)</u>	<u>\$ FREE ON INTERNET</u>

Contract will be for 3 years effective date: 10/1/14 – 9/30/17

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

*\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days).\**

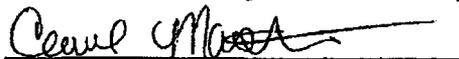
Please submit written response by: June 23, 2014 by 5:00PM  
(Date)

Faxed/Scanned and Emailed to Vendor on JUNE 18, 2014 to the attention of DON CASTLE

**To be completed by vendor:**

Vendor Name: ATLANTIC COMPANIES  
 Address: 1714 CESERY BLVD.  
JACKSONVILLE, FL 32211  
 Phone: 904-743-8444 Fax: 904-743-8466  
 Contact: CAROL MASTERSON  
 Email: CMASTERSON@ATLANTICCOMPANIES.NET

Attached is a written quote from our company, which is valid for 120 days.

  
Signature

JUNE 18, 2014  
Date

Comments: This quote is good for 36 month's after the above date of 10-1-14 till 9-30-17 This covers all properties and all Nassau County Properties aquired during the 36 month's

10/1/14-9/30/17

Service's	Life Safety	Atlantic	Vector			
Security Alarm Monitoring	\$ 21.95	\$ 18.50	\$ 17.95			
Elevator Alarm Monitoring	\$ 18.50	\$ 18.50	\$ 20.00			
Fire Alarm Monitoring	\$ 26.95	\$ 21.50	\$ 29.95			
Service Call/Trip Charge	\$ 170.00	\$ -	\$ 30.00			
Service Call for Security Code Changes	\$ 95.00	\$ 75.00	\$ 70.00			
Hourly Labor Rate	\$ 85.00	\$ 90.00	\$ 80.00			
Overtime Labor Rate	\$ 127.50	\$ 115.00	\$ -			
Holiday Service Call Rate	\$ 127.50	\$ 115.00	\$ 120.00			
Weekend Service Call Rate	\$ 127.50	\$ 115.00	\$ 120.00			
24 Hour Service Rate	\$ 127.50	\$ 115.00	\$ -			
Reports- Open/Close	Free/ Website	Free/Internet	\$ 10.00			

\* 75 per 1/2 hr

\*10/internet  
Monthly for  
each location

Security, Elevator & Fire Alarm Monitori		Estimated		\$3,252.00
Atlantic Company				
		Monthly	Annual Cost.	
County Maintenance Office	12	\$ 18.50	\$ 222.00	
Callahan County Building -	12	\$ 18.50	\$ 222.00	
Multi-Use Facility -	12	\$ 18.50	\$ 222.00	
Yulee Co. Extention Office	12	\$ 18.50	\$ 222.00	
JPGC-Common Area (ALL AREAS)	12	\$ 18.50	\$ 222.00	
JPGC-Prop Appr.	0	\$ 18.50	\$ -	
JPGC-Prop Appr.	0	\$ 18.50	\$ -	
JPGC-County Manager	0	\$ 18.50	\$ -	
JPGC-Co Attorney	0	\$ 18.50	\$ -	
JPGC-Human Resource	0	\$ 18.50	\$ -	
Fire Alarm Monitoring	12	\$ 21.50	\$ 258.00	
Historic Courthouse - Fire Alarm	12	\$ 21.50	\$ 258.00	
JC- Fire Alarm	12	\$ 21.50	\$ 258.00	
Elevator 1	12	\$ 18.50	\$ 222.00	
Elevator 2	12	\$ 18.50	\$ 222.00	
Elevator 3	12	\$ 18.50	\$ 222.00	
Elevator 4	12	\$ 18.50	\$ 222.00	
Elevator 5	12	\$ 18.50	\$ 222.00	
JC- Records Bldg - Fire Alarm	12	\$ 21.50	\$ 258.00	
			\$3,252.00	

01073519- 534000 \$ 1,368.00

01074712- 534000 \$ 1,884.00

Total \$ 3,252.00

## FW: Quotation Clarification

Carol Masterson <cmasterson@atlanticcompanies.net>

Tue 7/8/2014 3:43 PM

To: Suzie Fontes <sfontes@nassaucountyfl.com>;

Susie

After evaluating the James S Page Building, after we install the cellular communicator we can combine the monitoring of that building into one account changing the bills from 8 down to one on the burglar alarm, The rate will change from \$148 monthly to \$18.50 plus the fire system stays the same at \$21.50 monthly. Please get with me on any questions.

Carol Masterson  
Customer Service Manager  
[www.atlanticcompanies.net](http://www.atlanticcompanies.net)  
904-743-8444 X-152

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**From:** Suzie Fontes [<mailto:sfontes@nassaucountyfl.com>]  
**Sent:** Friday, June 27, 2014 1:30 PM  
**To:** Carol Masterson  
**Cc:** Dawn Krass  
**Subject:** Quotation Clarification

Please provide verification on the monitoring charge monthly for the 8 sections that are within the James S. Page Governmental Complex . Is this one charge for the location or 8 separate charges by section.

Please contact Don Castle at 904-753-1046 to schedule a walk through of the facility to confirm single monitoring charge or an 8 section monitoring charge.

Thank You  
Suzie Fontes -Office Manager  
Facilities Maintenance & Parks and Recreation Dept.  
45195 Musselswhite Road - Callahan, Florida 32011  
email: [sfontes@nassaucountyfl.com](mailto:sfontes@nassaucountyfl.com)

Quote Number NC14-Q011

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facilities Maintenance Date: 6/12/14  
Department Address: 45195 Musselwhite Road  
Callahan Florida 32011  
Contact: Don Castle -County Cell Phone 904-753-1046  
Contact email: maintech@nassaucountyfl.com  
Department Phone: 904-548-4688 Department Fax: 904-548-4687

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Scope of Work:

Monthly Security Monitoring:

<u>Security Alarm Monitoring</u>	<u>\$ 18.50 PER ACCT</u>
<u>Elevator Alarm Monitoring</u>	<u>\$ 18.50 PER ACCT</u>
<u>Fire Alarm Monitoring</u>	<u>\$ 21.50 PER</u>
<u>Service Call/Trip Charge</u>	<u>\$ 0.00 TRIP</u>
<u>Service Call for Security Code Changes</u>	<u>\$ \$75 PER 1/2 HR</u>
<u>Hourly Labor Rate</u>	<u>\$ 90.00 HR PER</u>
<u>Overtime Labor Rate</u>	<u>\$ 115.00 PER</u>
<u>Holiday Service Call Rate</u>	<u>\$ 115.00 PER</u>
<u>Weekend Service Call Rate</u>	<u>\$ 115.00 PER</u>
<u>24 Hour Service Rate</u>	<u>\$ 115.00 PER</u>
<u>Reports - Open / Close (How are they accessed?)</u>	<u>\$ FREE ON INTERNET</u>

Contract will be for 3 years effective date: 10/1/14 - 9/30/17

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes X No \_\_\_\_\_

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days).\*

Please submit written response by: June 23, 2014 by 5:00PM  
(Date)

Faxed/Scanned and Emailed to Vendor on JUNE 18, 2014 to the attention of DON CASTLE

To be completed by vendor:

Vendor Name: ATLANTIC COMPANIES  
Address: 1714 CESERY BLVD.  
JACKSONVILLE, FL 32211  
Phone: 904-743-8444 Fax: 904-743-8466  
Contact: CAROL MASTERSON  
Email: CMASTERSON@ATLANTICCOMPANIES.NET

Attached is a written quote from our company, which is valid for 120 days.

Carol Masterson  
Signature

JUNE 18, 2014  
Date

Comments: This quote is good for 36 month's after the above date of 10-1-14 till 9-30-17 This covers all properties and all Nassau County Properties acquired during the 36 month's

## Attachment "A"

### Nassau County School Board Properties monitored as of

Nassau County Acct #'s	Property Name
AWS0071	COUNTY MAINT OFC
AWS0072	YULEE SPORTS COMPLEX
237357	JUDICIAL COURTHOUSE FIRE
237358	JUDICIAL COURTHOUSE FIRE
9042252866	CAR 1 ELEVATOR
904-225-5423	CAR 2 ELEVATOR
904-225-0698	ELEVATOR 3-
904-225-2788	#4
904-225-4894	#5
AWS0073	FIRE RESCUE
AWS0074	FIRE RESCUE HEAD QUARTERS
AWS1456	NASSAU PUBLIC SVC BLDG
CFA1778	NASSAU CO BUILDING MAINTENANCE
AWS0094	BACK HALL
AWS0079	SUP OF ELECTIONS
AWS080	COMMON AREA
AWS0081	CCA COUNTY MGR
AWS0082	PROP APPRAISER
AWS0084	HUMAN RESOURCES
AWS0085	COUNTY ATTORNEY
237433	JAMES S PAGE BLDG. (FIRE SYSTEM)
237354	NASSAU CO HISTORIC COURTHOUSE
AWS0152	YULEE EXTENSION EAST
AWS1507	CLERC OF COURTS
130216	WEST NASSAU MULTIUSE
121225	NASSAU SOLID WASTE
237405	NASSAU COUNTY EMERGENCY OPERATION
AWS1549	NASSAU ANIMAL CONTROL
AWS2110	FERNANDINA BCH LIBRARY
237451	FERNANDINA BCH FIRE SYSTEM
AWS2111	BRYCEVILLE BRANCH LIBRARY
AWS2112	CALLAHAN BRANCH LIBRARY
AWS2113	HILLIARD BRANCH LIBRARY
237450	HILLIARD FIRE SYSTEM



June 18, 2014

SECURITY SYSTEMS

▲

HOME THEATERS

Nassau County Board Of County Commissioners  
45195 Musselwhite Road  
Callahan, FL 32011

▲

AUDIO/VIDEO

▲

Dear Susie & Don

LIGHTING CONTROL

▲

Enclosed you will find the quotation paperwork ("Attachment B") as requested. This quote is good from 10-1-14 through 9-30-17 and it covers all properties listed on "Attachment A" of this packet, and will cover any additional properties acquired during this time period.

STRUCTURED WIRING

▲

Please let me know if you have any questions on this packet.

SURVEILLANCE SYSTEMS

▲

Thank you very much for your time, and your continued patronage.

COMMUNICATIONS

Sincerely,

▲

ACCESS CONTROL

Carol Masterson  
Customer Care Manager

▲

CENTRAL VAC

▲

AUTOMATION



- Install
- Pre-wire
- Purchase Agreement
- Equipment Add-On
- Monitoring Agreement
- 80871

1714 CESERY BOULEVARD  
JACKSONVILLE, FL 32211

FLORIDA: 904-743-8444  
GEORGIA: 912-264-8679  
FAX: 904-743-8466

This Agreement is made this 18th day of JUNE, 2014, by and between ATLANTIC COMPANIES (Seller) and NASSAU BOARD OF COUNTY COMMISSIONERS (Purchaser). For the consideration and pursuant to the terms and conditions hereinafter mentioned, Seller agrees to sell to Purchaser and to install, or cause to be installed in the premises of Purchaser, located at SEE ATTACHMENT "A" (Premises), and Purchaser agrees to buy equipment listed.

Terms and conditions of this purchase agreement appear on the back of this document. Read them before you sign it.

BILLING ADDRESS

- Temporary  Permanent

<input type="checkbox"/> LEASE <input type="checkbox"/> PURCHASE AGREEMENT LENGTH _____ MO. INSTALLATION DEPOSIT _____ + TAX MONTHLY INSTALLMENTS _____ + TAX MONTHLY MONITORING _____ + TAX	CONNECTION CHARGE _____ JOB INSTALLATION _____ JOB DEPOSIT _____ JOB COMPLETION BALANCE _____ ANNUAL MONITORING <u>FORM B</u> + TAX ANNUAL BACKUP MONITORING _____ + TAX PERMIT FEE _____
--	---

MONTHLY     
  QUARTERLY     
  SEMI-ANNUAL     
  ANNUAL  
 MONITORING BILLING CHOICES

**EMERGENCY LIST: Please list those individuals to be called after authorities have been dispatched in the event you cannot be reached.**

PASSWORD \_\_\_\_\_

NAMES: 1. \_\_\_\_\_ 2. \_\_\_\_\_

TELEPHONE: Home: \_\_\_\_\_ Office: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Home # \_\_\_\_\_  
 Mobile # \_\_\_\_\_  
 Work # \_\_\_\_\_ Fax # \_\_\_\_\_  
 Email \_\_\_\_\_

X  
 PURCHASER/SUBSCRIBER/BUYER  
Camel Y. M. ... DATE 1/11/14  
 CONSULTANT      MANAGER APPROVAL

I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List Information.

# Terms and Conditions

1. **PRINTED AGREEMENT** - None of the PRINTED AGREEMENT or its terms and conditions may be altered without the express written approval of an officer of the Seller.

2. **SELLER** agrees to install specified systems on premises and to make any necessary inspections and tests to deliver system to Purchaser in operating condition in accordance with standard installation procedures of Seller. The installation will be completed within a reasonable length of time based on the conditions inherent in the premises and Seller's installation schedule.

3. **FULL ONE-YEAR WARRANTY** - Seller/Atlantic Companies promises to furnish a replacement part for any portion of Purchaser's security system that proves to be defective in workmanship or material under normal use for a period of one year from the date of installation. Seller reserves the right to use reconditioned parts in fulfillment of this warranty.

Seller/Atlantic Companies extends to Purchaser warranties for equipment not made by us granted us by manufacturers of such equipment used in Seller home systems. Seller will return this equipment to the original manufacturer for fulfillment of their warranty obligations.

We will furnish the labor to remove and replace the defective part during the same one-year period.

Seller/Atlantic Companies makes no other warranty except as herein specifically set forth, particularly any warranty of merchantability or fitness for any particular purpose, either express or implied in law.

**GENERAL:** Furnishing of parts and labor as described above shall constitute fulfillment of all Seller/Atlantic Companies obligations with respect to this warranty, and replacement part will be warranted only for the unexpired portion of the original warranty.

A bill of sale, canceled check, or payment record shall be kept by Purchaser to verify purchase date and establish warranty period.

To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase of your system:

Distributed by Atlantic Companies  
1714 Casey Boulevard  
Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Purchaser. Seller will perform service during normal working hours. For emergency service, Seller will charge you an emergency service labor premium.

Seller will endeavor to perform service within 48 hours after notification of a problem by the Purchaser.

**EXCLUSIONS:** This warranty applies only to units sold and retained within the continental USA. This warranty does not apply to the product or parts that have been damaged by accident, abuse, lack of proper maintenance, unauthorized alterations, misapplication, fire, flood, lightning strikes or acts of God.

This warranty does not cover service calls which do not involve defective workmanship or materials.

**IN NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.**

4. **SELLER NOT AN INSURER** - It is specifically understood and agreed: That Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or premises; THAT SELLER MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of the systems to properly operate with resulting loss to Purchaser because of, among other things:

(a) The uncertain amount or value of Purchaser's property or that of other persons kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or other such services or entities should such department or entity be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate;

(d) The nature of the service to be performed by the Seller and the uncertain nature of occurrences which might cause injury or death to Buyer or any other person which the system or equipment is designed to detect or avert.

Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, whatsoever, including, but not limited to installation, design, service, monitoring, or the failure of any system or equipment installed by, or service performed by Seller in any respect whatsoever, Seller's maximum liability

shall not exceed a sum equal to the annual service charge contracted herein or Two Hundred Fifty (\$250.00) Dollars, whichever is less, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligation imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees. In the event that the Purchaser wished Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limited liability by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold Seller as an insurer. Purchaser may also obtain such additional liability protection from insurance carrier, as Purchaser desires.

5. **INDEMNIFICATION** - Purchaser agrees to and shall indemnify and save harmless the Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct or active or passive negligence on the part of Seller, its agents, servants or employees.

The Seller assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of Seller including interruption in telephone service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall continue.

6. **CENTRAL STATION SERVICES** - Central station services consist of the receipt, analysis and responses (dispatch of proper authorities) to signals from system installed under this Agreement. Such services are initiated upon final payment for installation and pre-payment of service charges. All services may be discontinued anytime charges are unpaid or system is abused. Notice by certified or registered letter to billing address shall be deemed sufficient notice of discontinuation and shall be deemed effective for all purposes upon mailing and not receipt.

Monitoring service is billed and payable annually in advance. **MONITORING SERVICE SHALL CONTINUE ON A YEARLY BASIS UNLESS CANCELLED IN WRITING BY EITHER PARTY NO LESS THAN 60 DAYS BEFORE ANNUAL RENEWAL DATE.**

The Department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Purchaser or by others due to failure of such Department organization.

7. **TELEPHONE OR INTERNET CONNECTIONS** - Seller will assist Purchaser in making necessary arrangements to secure telephone or internet service connections for systems. Purchaser agrees to

furnish any necessary telephone or internet services or telephone lines at Purchaser's own expense.

The charge for the installation and continuation of this service shall be billed to the account of the Purchaser and will appear on his regular telephone or internet billing.

8. **TESTING** - It is the responsibility of the Purchaser to test the system for proper operations periodically but not less than monthly. Purchaser shall follow all instructions and procedures which Seller may prescribe for the operation and maintenance of the system.

9. **RETENTION OF TITLE AND RIGHT OF ACCESS** - The system shall remain the personal property of Seller until fully paid for in cash by Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by Seller. Purchaser understands and agrees that the installation of equipment owned by Seller does not create a fixture on the Premise as to that equipment. Should Purchaser default in any payment for the system or part, then Purchaser authorized and empowers Seller to enter upon/in said Premise and to remove the system, or part from the premises. Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the premises to its original condition, or reevaluate same in the event the system or part is removed as a result of Purchaser's default in payment, nor shall Seller be obligated or liable to Purchaser in any manner. Risk of loss of the system, or any part of the same, shall pass to Purchaser upon delivery to the premises of such system or part.

10. **FEES, CHARGES, RIGHTS AND COST OF COLLECTION** - All fees and charges are payable in advance. Failure to pay fees, charges or other sums owed will result in your services being disconnected. Further, when you are in default, Seller can require immediate payment (acceleration) of what you owe under the contract and take possession of the property. Purchaser waives any right Purchaser has to demand for payment, notice of intent to accelerate and notice of acceleration. If Seller hires an attorney to collect what Purchaser owes, Purchaser will pay the attorney's fee and court costs as permitted by law. This includes any attorney's fees Seller incurs as a result of any bankruptcy proceeding brought by or against Purchaser under federal law or an appellate proceeding. Payment shall be due upon the receipt of invoices by Seller unless otherwise specified on the front hereof. Interest shall accrue on all amounts more than thirty (30) days past due at the default rate of interest of 18% per annum or the maximum allowable rate, whichever is less. All payments shall be due and payable at Seller's office set forth on the front of the Agreement. Additionally, there will be a 1.50% month LATE CHARGE on Past Due Balances. The minimum Late Charge is \$3.00. Any action taken under paragraph 8 and paragraph 9 shall in no way prejudice Seller's right to collection of unpaid charges and costs herein enumerated. If services are discontinued because of Purchaser's past due balance, and if Purchaser desires to have the monitoring service reactivated, Purchaser agrees to pay in advance to Seller a reconnected charge to be fixed by Seller at a reasonable amount. Seller shall have the right to increase the reconnected service charge provided herein, upon written notice to Purchaser, at any time or times after the date service is operative under this Agreement. Purchaser agrees to notify Seller of any objections to such increase in writing within twenty (20) days after the date of the notice of increase, failing which it shall be conclusively presumed that Purchaser agreed to such increase. In the event Purchaser objects to such increase, Seller may elect to (1) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or (2) terminate the Agreement upon fifteen (15) days advance notice to Purchaser.

In addition to these charges addressed above, Purchaser agrees to pay, upon demand, (a) any false alarm assessments, federal, state and local taxes, fees or charges imposed by any governmental body or entity relating to the equipment or services provided under this Agreement; (b) any increase in charges to company or to Seller for the facilities needed to transmit signals under this Agreement; and (c) any service charge in the event Seller sends a representative to Purchaser's premises in response to a service call or alarm signals where Purchaser has not followed proper operating instructions, failed to close or properly secure a window, door or other protected point, or improperly adjusted CCTV camera, monitors or accessory components.

11. **NOTICE TO PURCHASER** - Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to enforce its claim against your property. Under law, you may protect yourself against such claims either by filing with the Court a "No Lien Agreement" or a payment bond depending upon the law of the state where your property is located.

(a) **BUYER'S RIGHT TO CANCEL** - This Agreement. Buyer may cancel this Agreement or purchase by mailing a written notice to the Seller postmarked not later than midnight of the third business day after the date this Agreement was signed. Buyer may use the face of this Agreement as that notice by writing "I hereby cancel by Buyer signature and by adding your name, address and new signature thereon. The notice must be mailed to Seller at the office indicated in the Agreement and must be sent by either certified mail or registered mail.

12. **ENTIRE AGREEMENT** - This instrument constituted the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commitments (either written or spoken) and writing pertaining hereto.

This Agreement can only be changed by a written amendment signed by both parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement becomes binding upon Seller only when signed by a District Sales Manager of Atlantic Companies. In the event of non-approval, the sole liability of the Seller shall be to refund to Buyer the amount that has been paid to Seller upon execution of this Agreement.

13. **LITIGATION** - The laws of the State of Florida shall govern the terms of this Agreement and the parties agree to submit to the jurisdiction of the State of Florida. Venue for resolution of any disputes arising under this Agreement, including litigation, regardless of place of payment, shall be in a forum or court, as required, of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County, Florida, is a convenient forum.

14. **CHANGES AND ASSIGNMENT** - Purchaser acknowledges that the sale or transfer of the Premise by the Purchaser to a third party does not relieve Purchaser of his obligations under this Agreement. Purchaser may not assign this Agreement unless Purchaser obtains prior written consent from Seller. Seller may assign this Agreement or subcontract the work to be performed without notice to Purchaser or Purchaser's consent.

15. **THIRD PARTY INDEMNIFICATION** - In the event any person, not a party to this Agreement, shall make any claim of the any lawsuit against Seller for any reason relating to our duties and obligations pursuant to this Agreement, including but not limited to the design, maintenance, operation, or non-operation of the alarm system, Purchaser agrees to indemnify, defend and hold Seller, its dealers, agents, installers, their successors and assigns harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Seller, its dealers, installers, agents, servants, assign or employees. This Agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur solely while an employee of Seller is on Purchaser's Premises in accordance with this Agreement and which losses, damages and liability are solely and directly caused by the act or omissions of that employee.

Initial \_\_\_\_\_



	Security, Elevator & Fire Alarm Monitoring		Estimated	\$3,714.60
	Vector			
			Monthly	Annual Cost.
	County Maintenance Office	12	\$ 17.95	\$ 215.40
	Callahan County Building -	12	\$ 17.95	\$ 215.40
	Multi-Use Facility -	12	\$ 17.95	\$ 215.40
	Yulee Co. Extension Office	12	\$ 17.95	\$ 215.40
	4 Locations at 10.00 a month each	12	\$ 40.00	\$ 480.00
	Vendor is counting this one as 1 Monitoring Site			
	JPGC-Common Area (ALL AREAS)	12	\$ 17.95	\$ 215.40
	JPGC-Prop Appr.	0	\$ 17.95	\$ -
	JPGC-Prop Appr.	0	\$ 17.95	\$ -
	JPGC-County Manager	0	\$ 17.95	\$ -
	JPGC-Co Attorney	0	\$ 17.95	\$ -
	JPGC-Human Resource	0	\$ 17.95	\$ -
	Fire Alarm Monitoring	12	\$ 29.95	\$ 359.40
	2 Locations at 10.00 a month each	12	\$ 10.00	\$ 120.00
	Historic Courthouse - Fire Alarm	12	\$ 29.95	\$ 359.40
	1 Locations at 10.00 a month each	12	\$ 10.00	\$ 120.00
	Vendor is counting this one as 1 Monitoring Site			
	JC- Fire Alarm	12	\$ 29.95	\$ 359.40
	Elevator 1	12	\$ 20.00	\$ 240.00
	Elevator 2	0	\$ 20.00	\$ -
	Elevator 3	0	\$ 20.00	\$ -
	Elevator 4	0	\$ 20.00	\$ -
	Elevator 5	0	\$ 20.00	\$ -
	JC- Records Bldg - Fire Alarm	12	\$ 29.95	\$ 359.40
	2 Locations at 10.00 a month each	12	\$ 20.00	\$ 240.00
				\$3,714.60

RE: Quotation Clarification

X DELETE   ← REPLY   ←← REPLY ALL   → FORWARD   ...

mark as unread



Juan Pertierra <jpertierra@vectorsecurity.com>

Tue 7/1/2014 1:55 PM

To: Suzie Fontes;

Cc: Dawn Krass; maintech;

Bing Maps

Action Items

Per my walkthrough with Don Castle this morning.

The burglar alarm systems at the James S. Page Governmental Complex is operated through one (1) control panel. So the total amount is \$17.95 plus \$10 for online Open/Close.

On another matter, Don, if you want the ability to add or remove passcodes on line, it can be done for \$10 per month per system. You'll just need to do the math to see if it's a good value for you.

Thank you all,

Juan Pertierra  
Commercial Sales Manager  
Vector Security  
9456 Philips Highway, #7  
Jacksonville, Fl. 32256

Direct- 904-680-3749  
Mobile-904-657-1491  
Mobile-904-655-7529

---

**From:** Suzie Fontes [mailto:sfontes@nassaucountyfl.com]  
**Sent:** Friday, June 27, 2014 2:08 PM  
**To:** Juan Pertierra  
**Cc:** Dawn Krass  
**Subject:** RE: Quotation Clarification

Thank you Mr. Juan for your quick response and setting up a walk-thru.  
*Suzie Fontes -Office Manager  
Facilities Maintenance & Parks and Recreation Dept.  
45195 Musselwhite Road - Callahan, Florida 32011*

RE: NC Security Monitoring.

Dawn Krass

Fri 6/27/2014 11:53 AM

To: Suzie Fontes <sfontes@nassaucountyfl.com>;

Cc: Dawn Krass <dkrass@nassaucountyfl.com>;

Based on the totals you have on each tab of the workbook, Vector is the overall low bidder for all combined services if he is going to treat JSPGC as one location. I spoke with Don and asked him to send an email and get that clarification in writing. Don is concerned Vector will have issues when it comes to billing for this building since it is billed separately for some locations. If Vector replies that his quote stands after the concern is explained, they would be low bidder. If the scenario alters his quote, then Atlantic would be low bidder.

I would suggest including info on how the billing is needed, and have him explain how we will be all those accounts in JSPGC if it is really going to be 17.95 per month for monitoring. How will the reports be billed since they are different offices but one panel?

In the end, if you choose not to go with the apparent low bidder, then you will simply need to justify your decision.

Dawn Krass, CPPB  
Contract Specialist  
Nassau County Contract Management  
96135 Nassau Place, Suite 6  
Yulee, FL 32097  
P) 904-491-7377 ext 1097  
F) 904-321-2658  
Email: dkrass@nassaucountyfl.com

**From:** Suzie Fontes  
**Sent:** Friday, June 27, 2014 11:31 AM  
**To:** Dawn Krass  
**Subject:** NC Security Monitoring.

Dawn,  
Oh boy wished this was simple cut and dry. On the Evaluation of the cost we know are monthly.  
Atlantic comes in as the lowest.

But when I look at the evaluation sheet that Vector sent.  
They see the James Page Building as 1 location where as we currently know that it is by section.

Quote Number NC14-Q011

Nassau County Board of County Commissioners  
Request for Quotation Form

Requesting Department: Facilities Maintenance Date: 6/12/14  
Department Address: 45195 Musselwhite Road  
Callahan Florida 32011  
Contact: Don Castle -County Cell Phone 904-753-1046  
Contact email: maintech@nassaucountyfl.com  
Department Phone: 904-548-4688 Department Fax: 904-548-4687

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Scope of Work:

Monthly Security Monitoring:

Security Alarm Monitoring	\$ 17.95
Elevator Alarm Monitoring	\$ 20.00
Fire Alarm Monitoring	\$ 29.95
Service Call/Trip Charge	\$ 30.00
Service Call for Security Code Changes	\$ 70.00
Hourly Labor Rate	\$ 80.00/HR
Overtime Labor Rate	\$ NA
Holiday Service Call Rate	\$ 120.00/HR
Weekend Service Call Rate	\$ 120.00/HR
24 Hour Service Rate	\$
Reports -- Open / Close (How are they accessed?)	\$ 10.00 (ONLINE)

Contract will be for 3 years effective date: 10/1/14 - 9/30/17 each location

► If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes  No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days).\*

Please submit written response by: June 23, 2014 by 5:00PM  
(Date)

Faxed/Scanned and Emailed to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:  
Vendor Name: VECTOR SECURITY, INC.  
Address: 9456 PHILIPS HWY. #7  
JAX., FL. 32256  
Phone: 904-680-3749 Fax: 904-268-6904  
Contact: JUAN PERTIERRA  
Email: JPERTIERRA@VECTORSECURITY.COM

Attached is a written quote from our company, which is valid for 90 days.  
 Signature \_\_\_\_\_ Date 6/19/14

Comments: \_\_\_\_\_

Nassau County Locations:

<u>James S. Page Governmental Complex</u>	(Security Monitoring-Divided Area's)	\$ 17.95
o Supervisor of Elections		
o County Managers Office		
o Environmental Health		
o Human Resource		
o Property Appraiser		
o County Attorney		
o Back Hall		
o Common Area		
▪ Fire Alarm Monitoring -James Page Building		\$ 29.95
<u>Fire Rescue Head Quarters and Warehouse</u>	Security Monitoring (2 System).	\$ 35.90
<u>Animal Control</u>	Security Monitoring	\$ 17.95
<u>Landfill-Solid Waste</u>	Security Monitoring	\$ 17.95
<u>County Extension Service - Callahan</u>	Security Monitoring	\$ 17.95
<u>County Extension Service - Yulee</u>	Security Monitoring	\$ 17.95
<u>Emergency Operations Center</u>	Security Monitoring & Fire Alarm	\$ 47.90
<u>Maintenance Office</u>	Security Monitoring	\$ 17.95
<u>Public Service</u>	Security Monitoring & Fire Alarm	\$ 47.90
<u>Historic Courthouse</u>	Fire Alarm	\$ 29.95
<u>Justice Center (Judicial Annex) Courthouse</u>	Elevators Monitoring & Fire Alarm	\$ 49.95
<u>Justice Center (Judicial Annex) Records Bldg.</u>	Fire Alarm	\$ 29.95
<u>Nassau County Libraries:</u>		
<u>Bryceville Library</u>	Security Monitoring	\$ 17.95
<u>Callahan Library</u>	Security Monitoring	\$ 17.95
<u>Hilliard Library</u>	Security Monitoring & Fire Alarm	\$ 47.90
<u>Fernandina Beach Library</u>	Security Monitoring	\$ 17.95

*one location*

TOTAL \$ 480.95

Pricing shall be available for any other Nassau County Entity that wishes to add on during the three year term of this contract.



9456 Philips Highway, Suite 7  
 Jacksonville, FL 32256  
 T: 904-268-9454  
 F: 904-268-6904  
[www.vectorsecurity.com](http://www.vectorsecurity.com)

6/19/14

Facilities Maintenance

Attention: Don Castle

**Response to Request for Quotation:**

**Quote Number: NC14-Q011**

**Clarifying Addendum:**

The prices provided on you Quotation Form are for monitoring security, fire alarms and elevator monitoring. However, we are unaware of the condition of these panels and whether any of these panels are proprietary.

Should any security panels be inoperable or proprietary, Vector Security will install a new panel and keypad (1) at no charge to the customer. The monthly monitoring rate will increase to \$24.95 a month for 36 months. After the 36 months, it will return to \$17.95 a month.

For Fire alarm systems it will be a little different. Should we encounter a Fire Alarm panel that cannot be programmed; we will alert you to the situation. At that time, Nassau County can make a determination to stay as they are or Vector Security can propose a solution for going forward.

**Something to think about:**

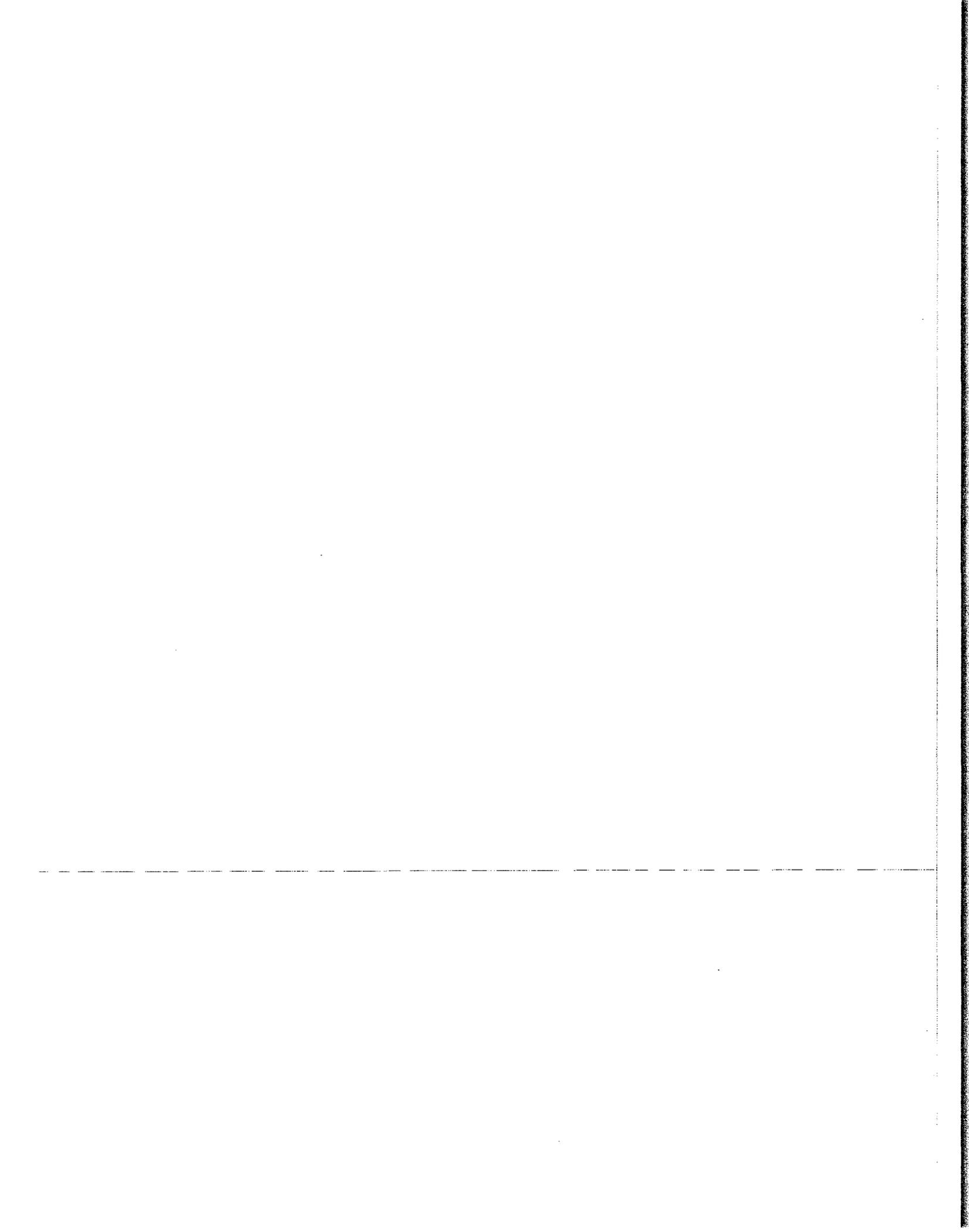
At present, you are paying monthly over \$50 a month for telephone lines necessary for communication to a Central Station for monitoring, plus two lines necessary for Fire monitoring. If my count of telephone lines is correct, you are using a total of 29 telephone lines at roughly \$50 per (Total \$1450 per month). With a small investment up front you can change these systems to cellular communicator with increased features but lowering your bill to \$290 per month.

And lastly, if you need a maintenance/service agreement or yearly inspections (as delineated by Code); we can provide.

I hope this is helpful,

Juan Perlierra  
 Commercial Sales Mgr.

**Intelligent security *tailored for you.*<sup>SM</sup>**



	<b>Security, Elevator &amp; Fire Alarm Monitoring</b>		Estimated	\$5,037.60
	<b>Life Safety</b>			
			Monthly	Annual Cost.
	County Maintenance Office	12	\$ 21.95	\$ 263.40
	Callahan County Building -	12	\$ 21.95	\$ 263.40
	Multi-Use Facility -	12	\$ 21.95	\$ 263.40
	Yulee Co. Extension Office	12	\$ 21.95	\$ 263.40
	JPGC-Common Area	12	\$ 21.95	\$ 263.40
	JPGC-Prop Appr.	12	\$ 21.95	\$ 263.40
	JPGC-Prop Appr.	12	\$ 21.95	\$ 263.40
	JPGC-County Manager	12	\$ 21.95	\$ 263.40
	JPGC-Co Attorney	12	\$ 21.95	\$ 263.40
	JPGC-Human Resource	12	\$ 21.95	\$ 263.40
	Fire Alarm Monitoring	12	\$ 26.95	\$ 323.40
	Historic Courthouse - Fire Alarm	12	\$ 26.95	\$ 323.40
	JC- Fire Alarm	12	\$ 26.95	\$ 323.40
	Elevator 1	12	\$ 18.50	\$ 222.00
	Elevator 2	12	\$ 18.50	\$ 222.00
	Elevator 3	12	\$ 18.50	\$ 222.00
	Elevator 4	12	\$ 18.50	\$ 222.00
	Elevator 5	12	\$ 18.50	\$ 222.00
	JC- Records Bldg - Fire Alarm	12	\$ 26.95	\$ 323.40
				\$5,037.60



Quote Number NC14-Q011

Nassau County Board of County Commissioners
Request for Quotation Form

Requesting Department: Facilities Maintenance Date: 6/12/14
Department Address: 45195 Musselwhite Road Callahan Florida 32011
Contact: Don Castle - County Cell Phone 904-753-1046
Contact email: maintech@nassaucountyfl.com
Department Phone: 904-548-4688 Department Fax: 904-548-4687

Product(s)/Service(s) to be purchased (list all specifications and requirements):

Scope of Work:

Monthly Security Monitoring:

Table with 2 columns: Item description and Price. Items include Security Alarm Monitoring (\$21.95), Elevator Alarm Monitoring (\$18.50), Fire Alarm Monitoring (\$26.95), Service Call/Trip Charge (\$170.00), Service Call for Security Code Changes (\$95.00), Hourly Labor Rate (\$85.00), Overtime Labor Rate (\$127.50), Holiday Service Call Rate (\$127.50), Weekend Service Call Rate (\$127.50), 24 Hour Service Rate (\$127.50), and Reports - Open / Close (How are they accessed?) (\$ free included/web portal).

Contract will be for 3 years effective date: 10/1/14 - 9/30/17 for customer

➤ If additional/alternate scope of service or product is recommended, please provide as a separate attachment: Additional Attachment Yes X No

\*All payments for products /services are as per Florida Statutes 218.73 & 218.74 (Terms net 45 days).\*

Please submit written response by: June 23, 2014 by 5:00PM (Date)

Faxed/Scanned and Emailed to Vendor on \_\_\_\_\_ to the attention of \_\_\_\_\_

To be completed by vendor:

Vendor Name: Life Safety Designs, Inc.
Address: 3038 Lenox Avenue Jacksonville, Florida 32254
Phone: (904) 388-1700 Fax: (904) 388-1718
Contact: M. Scott Gillespie
Email: sgillespie@lifesafetydesigns.com

Attached is a written quote from our company, which is valid for 60 days.

M. Scott Gillespie
Signature

June 12, 2014
Date

Comments: \_\_\_\_\_