



PROPOSAL

NCPA RQN Proposal #: 2017-4444642978

Nassau County Facilities

Bill Howard

Nassau County Detention Center Chilled Water Conversion

6/9/2017

We propose to furnish the following equipment and services for the above referenced project. Upon approval of Nassau County credit check, Brooks Building Solutions will invoice for 50% of the project amount for material purchase and mobilization. The project will not commence until the payment of the 50% invoice has been deposited by Brooks Building Solutions. Brooks Building Solutions standard TERMS AND CONDITIONS apply to this proposal and price quotation.

This proposal includes:

- Provide & Install (2) AGZ 211E Chillers with pumping packages & 10-year part/labor warranty
- Provide & Install (22) chilled water coils & necessary piping to convert DX AHU's to chilled water
- Provided water treatment in sufficient quantities to clean, passivate and treat the Chilled Water System (CHW) system piping
- Provide & Install foam glass insulations for all new chilled water piping
- Provide & Install (22) VFD on AHU's to convert CV AHU's to single zone VAV
- Provide & Install (1) 3500 cfm fresh air unit to provided neutral pressure in Kitchen area.
- Provide & Install new open DDC control system with energy management software
- Provide & Install (2) concrete pads to accommodate the new chillers
- Provide & Install electrical conduit, wiring, breakers & disconnects from existing MDP to new chillers
- Provide & Install (4) 5 ton FCU in jail attic.
- Provide & Install electrical conduit, wiring, breakers & disconnects to new FCU's
- Wall and floor penetrations as needed
- PE Sign & sealed engineered design & as-built drawings.
- All necessary NCPA contract documents
- Permits

This proposal does not include:

- Overtime or any weekend work
- upgrade to existing building electrical service.
- Demo of existing DX units.
- Anything not specifically listed in the Proposal Inclusion section above

Price: **\$ 1,694,700.00**

Alternate Add #1

This proposal includes:

- Provide & Install (11) Exhaust Fans and duct work for shower area.
- Provide & Install electrical conduit & wiring to new 's Exhaust fan.

Alternate Add #1 Price:..... **\$ 89,700.00**

Terms will be established based on credit information. Quote valid for 30 days. Manufacturer's standard terms and conditions apply to this quotation. Although we have made every effort to provide an accurate estimate, quantities listed above and/or final acceptance is not guaranteed. Multiple purchase orders may be required as certain items may be billed direct to you by the manufacturer and others by Brooks Building Solutions, Inc. Notice of Intent to Lien may be filed in accordance with Florida Statutes.

Proposal clarifications:

- This proposal is only valid for thirty (90) days from the date of issue.
- Full freight is allowed and all applicable taxes are included.
- One year labor warranty & manufactures parts warranty.
- Quoted price and scope will be same under NCPA Contract

TERMS AND CONDITIONS

This agreement is subject to the **TERMS AND CONDITIONS** included on page 2 of this Proposal.

Brooks Building Solutions

Nassau County Facilities

Sales Person's Signature _____ **Customer Contact's Signature** _____

Sales Person's Printed Name _____ **Customer Contact's Printed Name** _____

Date: _____

Date: _____

Brooks Building Solutions Terms and Conditions

This agreement is between Brooks Building Solutions, Inc., Inc. (BBS) and the Customer. This agreement applies only to equipment installed prior to effective date of this agreement and as described on attachment(s).

1. PAYMENT AND TAXES - Payment shall be net upon receipt of invoice. Brooks Building Solutions, Inc. reserves the right to require cash payment or other alternative method of payment prior to completion of work if Brooks Building Solutions, Inc. determines, in its sole discretion, that the Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 day payment term. Brooks Building Solutions, Inc. reserves the right to discontinue its service anytime payments have not been paid as agreed. In addition to the Agreement price, the Customer shall pay Brooks Building Solutions, Inc. any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.

2. WORKING HOURS - All services performed under this Agreement including major repairs, are to be provided during Brooks Building Solutions, Inc. normal working hours unless otherwise agreed. The Normal working hours are 8 a.m. to 5 p.m. Monday through Friday will apply to all services, unless otherwise stated, including major repairs performed under this agreement. Work performed beyond normal working hours for the convenience of the Customer shall be billed at the difference between overtime and straight time rates. We will respond to all calls within a four (4) hour time period or sooner.

3. ADDITIONAL SERVICE - Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Brooks Building Solutions, Inc., Inc. prevailing labor rate for Contract Customers which is 10% lower than Brooks Building Solutions, Inc., Inc. published labor rate for the service area, plus mileage and consumables. Additional services or parts shall not be supplied under the terms of this Agreement. In the event Brooks Building Solutions, Inc. is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Brooks Building Solutions, Inc., Inc. control, the customer shall reimburse BBS for expenses incurred in making repairs and/or replacements, and/or emergency calls in accordance with the established rate for performing such service such as calls for thermostat setting, air balancing or equipment resetting.

4. REPAIR OR REPLACEMENT - Brooks Building Solutions, Inc., Inc. shall not be responsible for repair or replacement of any HVAC or EMCS equipment that is damaged by any disaster or weather catastrophes (i.e., floods, tornados, hurricanes, etc.), vandalism, acts of God, other contractors, maintenance personnel, tenants, or any other party. Brooks Building Solutions, Inc., Inc. shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Brooks Building Solutions, Inc., Inc., at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Brooks Building Solutions, Inc., Inc. shall not be required to repair or replace equipment that has not been properly maintained.

5. HAZARDOUS MATERIALS - Brooks Building Solutions, Inc., Inc. is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, mold, or products or materials containing asbestos, mold, or similar hazardous substances. In the event that Brooks Building Solutions, Inc., Inc. encounters any asbestos, mold product or any hazardous material in the course of performing its work, Brooks Building Solutions, Inc., Inc. may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Brooks Building Solutions, Inc., Inc. shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.

6. SUPPLEMENTAL CONDITIONS SECTION - This agreement presupposes that all major pieces of equipment are in proper working condition at the signing of this agreement. It shall be the responsibility of Brooks Building Solutions, Inc., Inc. to inspect and report to the customer any malfunctions and defects within sixty (60) days after acceptance date. If equipment cannot be operated within this 60 day period due to seasonal conditions or factors beyond our control, the period for the initial inspection will be extended 60 days after the equipment can be operated and checked. It shall also be the responsibility of Brooks Building Solutions, Inc., Inc. to make recommendations and assist the customer in restoring the equipment to proper operating condition. However, all of the actual restoration costs shall be paid by the customer. After equipment restoration to original operating conditions has been approved by Brooks Building Solutions, Inc., Inc. coverage will become effective in accordance with the terms of this Agreement.

7. PROPRIETARY RIGHTS - During the term of this Agreement and in combination with certain services, Brooks Building Solutions, Inc., Inc. may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Brooks Building Solutions, Inc., Inc. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing service on Customer equipment.

8. DELAYS - Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

9. CUSTOMER OBLIGATIONS - Customer shall: Provide a safe work environment. Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service. Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service. Promptly notify Brooks Building Solutions, Inc., Inc. of any unusual operating conditions. Upon agreement of a timely mutual schedule, allow Brooks Building Solutions, Inc., Inc. to stop and start equipment necessary to perform service. Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings. Operate the equipment properly and in accordance with instructions.

10. EQUIPMENT CONDITION & RECOMMENDED SERVICE - Upon the initial scheduled operating and/or initial annual stop inspection should Brooks Building Solutions, Inc., Inc. determines the need for repairs or replacement. Brooks Building Solutions, Inc., Inc. will provide the Customer in writing an "equipment condition" report, which includes recommendations for corrections and the price for repairs in addition to this Agreement. In the event Brooks Building Solutions, Inc., Inc., recommends certain services (that are not included herein or upon initial inspection). If the

Customer does not elect to have such services properly performed in a timely fashion, Brooks Building Solutions, Inc., Inc. shall not be responsible for any equipment or control failures, operability and any long-term damage that may result. Brooks Building Solutions, Inc., Inc. at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

11. CUSTOMER TERMINATION - Customer shall have the right to terminate this Agreement for Brooks Building Solutions, Inc., Inc. non-performance provided Brooks Building Solutions, Inc. fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Brooks Building Solutions, Inc., Inc. shall have free access to enter Customer locations to disconnect and remove any Brooks Building Solutions, Inc., Inc. personal proprietary property or devices as well as remove any and all Brooks Building Solutions, Inc., Inc. owned parts, tools and personal property. Additionally, Customer agrees to pay Brooks Building Solutions, Inc., Inc. for all incurred but unamortized service costs performed by Brooks Building Solutions, Inc., Inc. including overheads and a reasonable profit.

12. CUSTOMER RESPONSIBILITY - It is agreed that the customer will assume responsibility and pay extra for all service and material required for repair or replacement due to electrical power failure, low voltage, power surges, burned out main or branch fuses, or low water pressure or water damage.

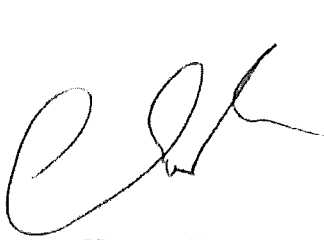
13. LIMITATION OF LIABILITY - Under no circumstances shall Brooks Building Solutions, Inc., Inc. be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Brooks Building Solutions, Inc., Inc. shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Brooks Building Solutions, Inc., Inc. negligent acts or omissions directly contributed to such injury or property damage. Brooks Building Solutions, Inc., Inc. maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Brooks Building Solutions, Inc., Inc. under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Brooks Building Solutions, Inc., Inc.

Brooks Building Solutions, Inc., Inc. and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by BBS impractical: strikes, fires, war, late or non-delivery by suppliers of BBS, and all other contingencies beyond the reasonable control of BBS. Under no circumstances shall BBS be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, and impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall BBS liability exceed the purchase price paid under this contract.

14. WASTE DISPOSAL - Contractor is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

15. CLAIMS - Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, and strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

16. SUPERSEDITION, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Brooks Building Solutions, Inc. prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

 8/12/2017

ATTACHMENT "A"

Effective Date: October 2012

Nassau County Standard Purchase Order Terms and Conditions

The following General Terms and Conditions shall apply to all purchases by or on behalf of Nassau County unless specifically provided otherwise in writing and signed by an authorized agent of Nassau County:

1. Electronic/Facsimile Transmission: If any Purchase Order is fully executed and is transmitted by fax or by other means of electronic transmission, such transmission shall have the legal significance of a duly executed original delivered to Vendor.
2. Prompt Payment. Nassau County abides by Florida Statute Chapter 218 with respect to all matters relating to the payment of Vendors. The normal terms of payment will be "Net 45 days" from receipt and acceptance of goods or services from a proper invoice.
3. Invoice. All invoices shall be addressed to the address as indicated on the Purchase Order and must include the Purchase Order number, Vendor's name, address and phone number, and clearly list quantities, item descriptions and units of measure.
4. Extra Charges. No additional charges of any kind, including charges for boxing, packing, transportation or other extras will be allowed unless specifically agreed to in writing by an authorized agent of Nassau County.
5. Discount: Discount will be computed from the date of satisfactory delivery, acceptance, or from receipt of correct invoice, whichever is later.
6. Tax Exemption. Nassau County is tax exempt from Federal Excise Tax and State Sales Tax. Nassau County shall provide tax exemption number upon request by Vendor.
7. Entire Agreement. This Agreement and any attachments and/or addenda hereto that are executed by the County's duly authorized agent constitute the entire and exclusive agreement between the parties. The county's placement of any order is expressly conditioned upon the vendor's acceptance of these terms and conditions Vendor's written confirmation, commencing performance, or making deliveries hereunder constitutes such acceptance of these terms. No terms stated by Vendor in accepting or acknowledging any purchase order shall be binding upon the County unless accepted in writing by the County and signed by an authorized County agent.
8. Amendment or Modification. No agreement or understanding that modifies these terms and conditions shall be binding upon the County unless in writing and signed by the County's authorized agent.
9. Assignment. No right or interest in this Agreement shall be assigned by Vendor without the written permission of County and no delegation of any obligation owed by either Vendor or County shall be made without the written permission of the other party.
10. Fiscal year Funding Appropriation: (a) Specified Period: Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of County, provided the term of the purchase order and conditions of renewal and extension, if any, are included in the solicitations and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to annual appropriations by the Board of County Commissioners of Nassau County. (b) When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be canceled

and Vendor shall be entitled to reimbursement for the reasonable value of any work performed to the date of cancellation.

11. Time is of the Essence. Time is of the essence in all Purchasing Agreements. If completed deliveries are not made at the time agreed, the County reserves the right to cancel or purchase elsewhere and hold Vendor accountable for all damages sustained. If delivery dates cannot be met, Vendor agrees to advise the County, in writing, of the earliest possible shipping date for acceptance by the County. This provision is not in lieu of, and the County does not waive, any remedies provided by law.
12. Failure to Perform. Failure of the Vendor to perform as specified under any Purchasing Order may be cause for termination of that Purchasing Order. The County reserves the right (in addition to its other remedies) to cancel the Purchase order with respect to goods/services not provided to purchase goods/services from another source and to hold Vendor accountable for all damages sustained.
13. Termination for Convenience. The County may terminate for its convenience at any time, in whole or in part any Purchase order. In such event, County shall be liable only for materials or components procured, or work done or supplies partially fabricated within the authorization of the Purchasing Agreement. In no event shall County be liable for incidental or consequential damages by reasons of such termination.
14. Delivery. All prices must be F.O.B. Destination, freight prepaid. Vendor assumes full responsibility for packing, crating, marking, transportation and liability for loss and/or damage.
15. Packaging. All shipments will include an itemized list of each package's content, and reference the County's Purchase Order Number.
16. Risk of Loss. Regardless of F.O.B. point, Vendor agrees to bear all risk of loss, injury or destruction of goods and materials ordered which may for any reason occur prior to acceptance by the County. No such loss, injury or destruction shall release Vendor from any obligations under the Purchasing Agreement.
17. Inspection. Goods and Materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned to Vendor at no cost to the County. The County reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. The cost of inspection of goods rightfully rejected shall be charged to the Vendor. If reasonable inspection disclosed that part of the goods received are defective or nonconforming, the County shall have the right to cancel any unshipped portion of the order.
18. Quantity. The quantities of goods/services as indicated on the face of the Purchase Order must not be exceeded without prior written authorization from the County. Excess quantities may be returned to Vendor at Vendor's expense.
19. Warranty. Vendor warrants that all goods provided by Vendor under the Purchase Agreement shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Vendor or on the container or label. Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. In addition, Vendor warrants that the goods/services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise, of any person, corporation, partnership, or association.

20. Non-Waiver of Rights. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

21. Indemnification. Vendor agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in anyway connected with the performance of this Agreement whether by act or because of or due to the mere existence of this Agreement between the parties.

22. Insurance. Vendor shall carry insurance in the categories and coverage amounts as provided on the face of the Purchase Order

23. Patents and Copyrights. Vendor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device which is the subject of patent rights or copyrights. Vendor agrees at its own expense, to hold harmless and to defend County and its agents against any claims, suits, or proceedings brought against County for patent or copyright infringement occasioned by the manufacture, sale, or use of material supplied under this agreement and to indemnify County against any damages occasioned by such claims whether justified or unjustified.

24. Website Incorporation. Nassau County expressly states that it will not be bound by any content on the Vendor's website, even if the Vendor's documentation specifically referenced that content and attempts to incorporate it into any other communication unless the County has actual knowledge of such content and has expressly agreed to be bound by it in writing that has been signed by an authorized representative of the county.

25. Compliance with Laws. Vendor certifies that in performing its obligations under any and all Purchasing Agreements that they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

26. Public Entity Crimes. In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

27. Governing Law. All Purchasing Agreements between the parties shall be governed by and construed according to the laws of the State of Florida and all applicable portions of the Florida Uniform Commercial Code. Venue for any action related to all Agreements between the parties shall be in Nassau County, Florida.

28. Anti-Discrimination. Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicaps, or other factors, except where such factor is a bonafide occupational qualification or is required by State and/or Federal Law.

29. Force Majeure. Performance of any obligation under this Agreement must be suspended by either party without liability, to the extent that an act of God, war, riot, fire, explosions, accidents, floods, sabotage, inability to obtain fuel or power, governmental laws, regulations, or orders, any labor trouble, such as strike, lockout, or injunction (whether or not such labor event

is within the reasonable control of such party) or any other cause beyond the reasonable control of the party that delays, prevents, restricts, or limits the performance of this Agreement. The affected party shall invoke this provision by promptly notifying the other party of the nature and estimated duration or the suspension period. At County's option, the Agreement may be terminated or modified to account for the Force Majeure event. If the County fails to modify the Agreement within thirty (30) days of receipt of notification from the Vendor, the Agreement lapses with respect to any deliveries affected.

30. Public Records. Copies of documents, records, materials, and/or reproductions shall be requested in accordance with Chapter 119, Florida Statutes. Copyrighted material may be inspected, but cannot be copied or reproduced in accordance with.

31. Advertising. Vendor shall not publicly disseminate any information concerning any Agreement without prior written approval from the County, including but not limited to, mentioning the Agreement in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either a description of the Agreement or the name of the County in any material published, either in print or electronically, to any entity that is not a party to the Agreement, except potential or actual authorized distributors, dealers, resellers, or service representative.

32. Relationship of Parties. Nothing in this Agreement shall create a partnership, joint venture or establish the relationship of principal and agent or any other relationship of similar nature between the parties. The parties to this Agreement shall be considered independent contractors and neither party is granted the right or authority to assume or create any obligation on behalf of or in the name of the other.

33. Severability. If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

34. Notices.

All notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, or by certified or registered mail (return receipt requested) to the address below. Notices shall be deemed given: (i) at the time delivered, if personally delivered; (ii) at the time received, if mailed; and (iii) one (1) business day after timely delivery to the courier, if by overnight courier service. In the event either party needs to change addresses they may do so by sending written notice to the other party.

Add address