



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

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August 4, 2021

MEMORANDUM

TO: Steven Darling, Central Services Director

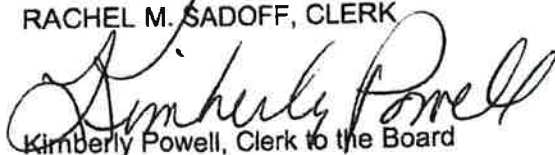
RE: Item F.10., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualification (FY2021/2022) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 3, 2021, granted Purchasing Services approval to perform actions regarding the list of commodities and services for Fiscal Year 2021-2022; approved the solicitation of competitive bids, quotes, and/or negotiated competitive agreements and award to the lowest responsive, responsible and most qualified vendor(s); approved the solicitation of competitive proposals and requests for qualifications, establishing selection and negotiation committees approved by the County Manager, or designee, and award contracts and/or purchase orders with the highest ranked proposer(s); approved exercising renewal options upon evaluation of supplier performance and recommendation from user departments/offices, establishing continuance of the contract is favorable prior to the renewal of the agreement; and authorized the Chair to execute all contracts, contract renewals, contract amendments, and any necessary contract extensions exceeding \$100,000 in total aggregate value, upon review and approval by the County Attorney, Risk Management, and Purchasing Services. Enclosed is the list of commodities.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: County Manager
Finance
Budget

FIRST AMENDMENT TO THE CONTRACT FOR HVAC SERVICES BETWEEN
TRANE, U.S., INC.
AND
BREVARD COUNTY, FLORIDA

THIS FIRST AMENDMENT is made and entered into the date of last signature below, by and between Brevard County, Florida, a political subdivision of the State of Florida, hereinafter the "County", and TRANE, U.S., Inc., an entity authorized to do business in the State of Florida, having a primary business address of 2301 Lucien Way, Suite 430, Maitland, Florida 32751, hereinafter the "Contractor".

WITNESSETH

WHEREAS, the County issued Request for Proposal (RFP) #6-22-12, which is incorporated herein by this reference, hereinafter the "RFP", seeking a qualified contractor to provide heating, ventilation, and air conditioning preventative maintenance services (hereinafter "HVAC"); and

WHEREAS, on July 5, 2022, the County and the Contractor entered into a contract for heating, ventilation, and air conditioning preventative maintenance services, contract number 9744, hereinafter the "Original Contract", which is incorporated herein by this reference; and

WHEREAS, the RFP provides that the Original Contract will not be utilized to service or repair any piece of HVAC equipment not identified on the equipment list, without a prior amendment to the Original Contract adding such equipment to the list; and

WHEREAS, the Parties agree to modify the Original Contract to add a new location, New Emergency Operations Center, 1751 Huntington Lane, Rockledge, FL 32955, including a compensation schedule for the new location's Trane-related HVAC equipment, as described in Attachment A, incorporated herein by this reference; and

WHEREAS, the Parties agree to modify the Original Contract to add a new location, Dr. Joe Lee Smith Community Center, 415 Stone St, Cocoa, FL 32922, including a compensation schedule for the new location's Trane-related HVAC equipment, as described in Attachment B, incorporated herein by this reference; and

WHEREAS, the Parties agree to modify the Original Contract to add the Trane Intelligent Services for the Harry T. and Harriette V. Moore Justice Center, 2825 Judge Fran Jamieson Way, Viera, FL 32940, including a compensation schedule for the equipment and services, as described in Attachment C, incorporated herein by this reference; and

WHEREAS, the Parties agree that future updates to the Original Contract dealing specifically to: (1) locations being added or removed, and (2) equipment being added or

removed from locations shall be authorized by a Task Order issued by the County to the Contractor pursuant to the County's Board Policy BCC-25, as amended.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein, and for other good and valuable consideration received by each Party, the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. RECITALS. The above recitals are true and correct and incorporated herein by this reference.
2. The Parties mutually agree to modify the Original Contract as follows:
 - a. Attachment A – Modify the Original Contract to add a new location, New Emergency Operations Center, 1751 Huntington Lane, Rockledge, FL 32955, including a compensation schedule for the new location's Trane-related HVAC equipment, as described in Attachment A, incorporated herein by this reference. Compensation for this location shall be as follows: \$6,698.57/month between January 1, 2025, and July 4, 2025. If the Original Contract is renewed or extended one year for a first time, then compensation for this location shall be \$5,328.00/month between July 5, 2025 and July 4, 2026. If the Original Contract is renewed or extended an additional year for a second (final) time, then compensation for this location shall be \$5,541.00 /month between July 5, 2026, and July 4, 2027.
 - b. Attachment B – Modify the Original Contract to add a new location, Dr. Joe Lee Smith Community Center, 415 Stone St, Cocoa, FL 32922, including a compensation schedule for the new location's Trane-related HVAC equipment, as described in Attachment B, incorporated herein by this reference. The compensation for this location shall be \$1,467.43/month for the remainder of the Original Contract, including any renewals or extensions thereto.
 - c. Attachment C – Modify the Original Contract to add the Trane Intelligent Services for the Harry T. and Harriette V. Moore Justice Center, 2825 Judge Fran Jamieson Way, Viera, FL 32940, including a compensation schedule for the equipment and services, as described in Attachment C, incorporated herein by this reference. The compensation for this location shall be

\$941.67/month for the remainder of the Original Contract, including any renewals or extensions thereto.

3. The Parties agree that future updates to the Original Contract dealing specifically to: (1) locations being added or removed, and (2) equipment being added or removed from locations shall be authorized by a Task Order issued by the County to the Contractor pursuant to the County's Board Policy BCC-25, as amended. A Task Order shall not give rise to any contractual rights until both Parties have caused the Task Order to be executed by their duly authorized representatives.

4. Notices and Authorized Representatives -

As to County:

Sandra Blanton

Contracts Coordinator

2725 Judge Fran Jamieson Way, Bldg. A,
Room 201, Viera, FL 32940

sandra.blanton@brevardfl.gov

As to Contractor:

Jason Aki

Account Manager Team Leader - Services

Trane Central Florida, 2301 Lucien Way, Suite 430
Maitland, Florida 32751

jtaki@trane.com

Either Party shall have the right to change its authorized representative(s), or to add representatives, from time to time, throughout the term of the Original Contract, and any renewals/extensions thereto, by giving written notice to the other Party. Any notices shall be made by first-class mail or by e-mail to the designated authorized representative listed above, and shall be effective upon receipt.

5. EXECUTION DATE AND EFFECTIVE DATE.

The date of the last signature below is the Execution Date of the First Amendment. The First Amendment is effective January 1, 2025, continuing through to July 4, 2025, and shall remain in effect until July 4, 2027, as outlined herein, if timely renewed in accordance with the Original Contract.

6. SEVERABILITY. If any of the provisions contained in this First Amendment are held for any reason to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision, and unenforceable provision had never been contained herein.

7. INCORPORATION. All terms and conditions of the Original Contract, and any amendments or modifications made thereto, which are incorporated herein by this reference, that are not inconsistent with the provisions of this First Amendment, shall remain in full force and effect.
8. COUNTERPARTS. This First Amendment may be executed in counterparts, each of which so executed shall be deemed an original and such counterparts, together, shall constitute one in the same instrument.

REMAINDER OF PAGE IS INTENTIONALLY BLANK. SIGNATURES TO FOLLOW.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be duly executed by an authorized representative.

ATTEST:

BREVARD COUNTY, FLORIDA


Rachel M. Sadoff, Clerk

By: 
Rob Feltner, Chairman

Date: MAR 11 2025

As approved by the Board on 8/3/2021

Reviewed for legal form and content
only for Brevard County:


Deputy County Attorney

TRANE, U.S., Inc.

By: 
Erik Smedal, Area General Manager,
Central Florida

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3RD day of MARCH, 2025 by Erik Smedal, Area General Manager of TRANE, U.S., Inc., a corporation authorized to conduct business in Florida, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Notary Seal]




Notary Public Signature

ANGELA K HARLOW

Name typed, printed or stamped

My Commission Expires: 1/9/2026



Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751
Phone: (407) 660-1111

December 12, 2024

Attention:

Sandra Blanton
Public Works Contracts Coordinator
Brevard County Public Works
2725 Judge Fran Jamieson Way, Bldg. A, Room 201
Viera, FL 32940

Re: Emergency Operations Center – Countywide Maintenance Agreement Addition

Trane is pleased to offer this addendum to add the HVAC equipment listed below located at the new Emergency Operations Center to the existing Brevard County – Countywide Maintenance Agreement.

Equipment:

- (2) Air-Cooled Chillers
- (4) Ice Storage Tanks
- (5) Pumps with VFDs
- (6) Chilled Water AHUs
- (3) Computer Room AHUs
- (1) Computer Room CU
- (1) Building Automation System
- (1) Chemical HVAC Water Treatment System

Investment:

Term	Investment
January 1, 2025 – July 4, 2025	\$46,890
July 5, 2025 – July 4, 2026	\$63,936
July 5, 2026 – July 4, 2027	\$66,492

The initial six (6) month term includes one (1) comprehensive annual inspection and one (1) routine quarterly inspection. The following two (2) years will include one (1) comprehensive annual inspection and three (3) routine quarterly inspections per year.

All the other terms and conditions of the Brevard County / Trane HVAC Maintenance Agreement (RFP#6-22-12) will remain in effect throughout the term of agreement.

Please issue your purchase order or sign and return one copy of this letter as your acknowledgement. If you should have any questions or require any additional information, please feel free to contact me by cellular telephone at 321-228-8865. Thank you for the opportunity to be of service.

Sincerely,

Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

cc: Skip Bell – BCFM
Toby Mann – BCFM
Al Mlodynia – BCFM
Dean Drafts – Trane
Nate Bloom – Trane

Acceptance of Proposal By:

Customer: _____

Signed: _____

By: _____

Title: _____

Date: _____

Customer P.O. # (if any): _____



Trane U.S. Inc.

2301 Lucien Way, Suite 430

Maitland, FL 32751

Phone: (407) 660-1111

December 12, 2024

Attention:**Sandra Blanton****Public Works Contracts Coordinator****Brevard County Public Works**

2725 Judge Fran Jamieson Way, Bldg. A, Room 201

Viera, FL 32940

Re: Joe Lee Smith CC – Countywide Maintenance Agreement Addition

Trane is pleased to offer this addendum to add the HVAC equipment listed below located at the Joe Lee Smith Community Center to the existing Brevard County – Countywide Maintenance Agreement.

Equipment:

- (3) Split System AHUs
- (3) Split System CUs
- (1) Building Automation System

Investment:

Term	Investment
January 1, 2025 – July 4, 2025	\$10,272
July 5, 2025 – July 4, 2026	\$22,860
July 5, 2026 – July 4, 2027	\$23,784

The initial six (6) month term includes one (1) comprehensive annual inspection and one (1) routine quarterly inspection. The following two (2) years will include one (1) comprehensive annual inspection and three (3) routine quarterly inspections per year.

All the other terms and conditions of the Brevard County / Trane HVAC Maintenance Agreement (RFP#6-22-12) will remain in effect throughout the term of agreement.

Please issue your purchase order or sign and return one copy of this letter as your acknowledgement. If you should have any questions or require any additional information, please feel free to contact me by cellular telephone at 321-228-8865. Thank you for the opportunity to be of service.

Sincerely,

Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

cc: Skip Bell – BCFM
Toby Mann – BCFM
Al Mlodynia – BCFM
Dean Drafts – Trane
Nate Bloom – Trane

Acceptance of Proposal By:

Customer: _____

Signed: _____

By: _____

Title: _____

Date: _____

Customer P.O. # (if any): _____



Trane U.S. Inc.
2301 Lucien Way, Suite 430
Maitland, FL 32751
Phone: (407) 660-1111

December 19, 2024

Attention:

Sandra Blanton
Public Works Contracts Coordinator
Brevard County Public Works
2725 Judge Fran Jamieson Way, Bldg. A, Room 201
Viera, FL 32940

Re: Moore Justice Center / Trane Intelligent Services – Countywide Maintenance Agreement Addition

Trane is pleased to offer this addendum to add the Trane Intelligent Services offering for the Moore Justice Center to the existing Brevard County – Countywide Maintenance Agreement.

Equipment / Inspection Schedule:

Equipment	Qty	Manufacturer	Offering	Panel Serial Numbers
Site(s) Level Activities	1	Trane	INTELLIGENT SERVICES	E14M83629, E21A01075

Service Description

IS Consult Report Creation (Service 1)
IS Customer Consultation Meeting (Service 2)
IS 10 Point Remote Inspection (Service 3)
IS Trane Connect Utility Bill Upload (Service 4)
IS Energy Data Review (Service 5)

Quantity Per Term

2
2
6
2
2

Service Solutions	Qty.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
Remote Inspections	6	X		X		X		X		X		X	
Consultations	2	X						X					

Customer Service Flows:

Service 1: IS Consult Report Creation

Description

- IS Project Scope - Customer Report Creation Based on Offer Sold
- IS Create Customer Consult Report

Service 2: IS Customer Consultation Meeting

Description

- IS Project Scope - Customer Consultation Meeting Based on Offer Sold
- IS Attend Customer Consultation Meeting

Service 3: IS 10 Point Remote Inspection

Description

- Project Scope - Remote Inspection Quantities Based on Offer Sold
- Customer Notification
- SC/SC+ Firmware, SMP (Per scope agreement)

- Alarm Routing Review
- Alarm Log Review
- Device Communication Review
- Schedules Review
- User Overrides Review
- Command Center Review Service Advisories and Exception History Report
- Area Review
- VAS Review
- Mechanical Plant Review
- Cyber Security Review
- Trane Connect Findings
- Summary and Final Report

Service 4: IS Trane Connect Utility Bill Upload

Description

- Enter Utility Bills into Trane Connect (customer responsible for providing utility bills)

Service 5: IS Energy Data Review

Description

- Update/Refresh EUI/ECI Data and Dashboard
- Review and Analyze Energy Cost Summary
- Review and Analyze Energy Consumption
- Review and Analyze Electrical Demand
- Review and Analyze Load Analysis
- Review and Update Electric/Gas Cost Libraries

Investment:

Term	Investment
January 1, 2025 – December 31, 2025	\$11,300

All the other terms and conditions of the Brevard County / Trane HVAC Maintenance Agreement (RFP#6-22-12) will remain in effect throughout the term of agreement.

Please issue your purchase order or sign and return one copy of this letter as your acknowledgement. If you should have any questions or require any additional information, please feel free to contact me by cellular telephone at 321-228-8865. Thank you for the opportunity to be of service.

Sincerely,



Jason Aki
Account Manager – Team Leader
Trane U.S. Inc.

cc: Skip Bell – BCFM
Toby Mann – BCFM
Al Mlodynia – BCFM
Dean Drafts – Trane
Nate Bloom – Trane

Acceptance of Proposal By:

Customer: _____

Signed: _____

By: _____

Title: _____

Date: _____

Customer P.O. # (if any): _____