

**SOLE SOURCE JUSTIFICATION  
DETERMINATION AND FINDINGS**

**Description:** Controller Replacement for RTU-B1, E1 and F1 at Hutchison Elementary School

**Date:** November 11, 2024

**Department:** Office of Facilities Management  
Infrastructure & Environmental  
Engineering Section (IEE)

**Vendor Number:** 1000056193

**Dollar Value:** \$93,120.00

**Work Order #:** not yet assigned

**STATEMENT OF REQUIREMENT:**

The rooftop units by Mammoth (Nortek) at Hutchison Elementary School have been in operation since 2005. After 19 years, the existing controllers on the rooftop units are now obsolete, and the replacement parts are no longer available. Consequently, these controllers need to be upgraded to ensure continued reliable performance. Currently, three rooftop units – RTU-B1, RTU-Es and RTU-F1 require these upgrades.

**FINDINGS:**

DMR Associates is the factory authorized Service Company in this territory for the Mammoth (Nortek) and they are equipped to perform the work (see attached letter).


**DETERMINATION:**

It is recommended that a contract be issued to DMR Associates for the control replacement at Hutchison Elementary School in the total amount of \$93,120.00.

**APPROVED:**

**Program Manager:**  **Date:** 11/11/24  
Lucy Dong

**Executive Director:**  **Date:** 11/12/24  
Justin R. Moss

**Chief of Facilities Services:  
a Capital Programs**  **Date:** 11/13/24  
Janice Szymanski



106 N Industrial Blvd.  
Okarche, OK 73762  
nortekair.com

Date: November 8, 2024

To Whom It May Concern

The purpose of this letter is to inform you that DMR Associates is an authorized representative of Nortek Air Solutions, LLC for equipment and parts in the DMV (District of Columbia, Maryland, & Northern Virginia) territory. They represent the following brands: Governair®, Huntair®, Mammoth®, Temtrol®, Venmar™ and Ventrol®.

Should you have any questions respecting this matter, please contact me.

A handwritten signature in black ink that reads "Bruce E. Anderson".

Bruce Anderson  
Director, Marketing  
Office: 608.304.0076  
[Bruce.Anderson@nortek.com](mailto:Bruce.Anderson@nortek.com)

A MADISON  AIR BUSINESS

TEMTROL® GOVERNAIR® HUNTAIR® VENTROL® VENMAR™ MAMMOTH® CLEANPAK®



15892-B Gaither Drive  
 Gaithersburg, Md. 20877  
 Phone 301-556-0663  
 Fax 301-556-0720  
[jwhitcomb@dmr-hvac.com](mailto:jwhitcomb@dmr-hvac.com)

**Service Quotation**

TO: Fairfax County Public Schools Date: 10/29/2024  
 ATTN: Scott Withee Address: 13209 Parcher Ave.  
 PHONE: 571-567-1357 Herndon, VA 20170  
 CELL: \_\_\_\_\_  
 E-MAIL: smwithee@fcps.edu Reference: Hutchinson Elementary (RTU-B1)

MANUFACTURER: Mammoth  
 UNIT MODEL NO: CDHEBFR-332-G320-N395-MZ9  
 SERIAL NO: 70579-01-01

**Work to be completed:**

Replace the I/O Controller-E, and the I/O 8168-R point expanders on Unit. The replacement controller will be programmed using WebCTRL, Version 8.5. The existing programming is already configured for BACnet MS/TP communications. Quote is subject to change if a different communications protocol is required. The available communication protocols are BACnet MS/TP or IP, or Modbus. Lead time is 8 - 12 weeks from date of confirmation. Lead time subject to change without notification based on workload and material lead time at the time of confirmation.

**SPECIAL NOTE:** BMS communication points will have to be mapped and tested by control contractor. We are not responsible for re-mapping of bacnet points on BMS system.

ITEM	DESCRIPTION	QTY	PART NUMBER	PRICE EACH	EXT.	AVAIL.
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4	OptiCORE EQT3-7, Touchscreen Display	1	9915044060		included	
5	Transformer, 75VA 120V to 24V	1	9931001313		included	
6	PS5R-VC24 Power Supply, 30W, 24VDC	1	9915041319		included	
7	Relay, 4PDT, 6A, 300V, 11 Pin Socket	7	9927000361		included	
8	Relay 4PDT, 6A, 24VAC Coil, LED w/o Lever	7	9927000364		included	
	discount with three programs purchased				\$3,500.00	
	Tax (6%)				\$1,440.00	
	Service Labor	32		\$175.00	\$5,600.00	
				<b>TOTAL:</b>	<b>\$31,040.00</b>	

**NOT INCLUDED:**  
 1) The estimate for this service is based on normal working hours of 6:30am to 3:00pm Monday thru Friday, No Overtime  
 2) Warranties per Manufacturer's Standard Terms & Conditions.

Very Truly Yours,

Jonathan Whitcomb  
 DMR Service  
 301-556-0663  
[jwhitcomb@dmr-hvac.com](mailto:jwhitcomb@dmr-hvac.com)

Company: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Purchase Order Number: \_\_\_\_\_  
 Invoice Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



## TERMS AND CONDITIONS OF SALE

**OFFER & ACCEPTANCE:** D.M.R. Associates, Inc. (DMR) is a manufacturer's representative for the various suppliers, original equipment manufacturers (OEMs), of Products quoted in this proposal. All orders accepted by DMR and its suppliers are with the express condition that the Buyer agrees with the terms and conditions of this proposal and the terms and conditions set forth by the various suppliers (OEMs) represented herein. DMR and its supplier's failure to object to the provisions contained in the buyer's purchase order or other communications shall not be deemed a waiver of the terms and conditions hereof or acceptance of such provisions. No representations or guarantees other than those contained herein shall be binding upon DMR and its suppliers unless made in writing and signed by an officer of DMR and its suppliers.

**PRICE POLICY:** Quotations, proposals are subject to acceptance within thirty (30) days from date of quotation.

**TERMS:** Standard terms of payment are net 30-days from date of invoice, subject to credit approval. Buyer shall be charged a finance fee of one percent (1%) per month on the overdue amount. On specific orders, the DMR, in its sole discretion, in writing may approve special payment terms when requested by Buyer prior to the order being placed.

**TAXES:** Sales taxes shall be added to the price contained herein and paid by the buyer. If not subject to sales tax, Buyer shall provide to DMR. Buyer's sales tax exemption certificate, as applicable based on the ship to jurisdiction. Buyer shall defend, indemnify and hold harmless DMR from any and all liabilities resulting from Buyer's failure to pay taxes (other than those taxes charged on an invoice from DMR to Buyer and paid to DMR by Buyer) resulting from this Agreement.

**SECURITY INTEREST:** Buyer hereby grants DMR and its suppliers a security interest in the Products supplied to secure payment of any amount due DMR and/or its suppliers under this agreement.

**CANCELLATIONS:** Orders are not subject to cancellation without DMR and its suppliers being reimbursed for any and all expenses.

**SHIPPING AND DELIVERY:** Shipment dates are an approximation and shall not be binding on DMR or its suppliers unless specifically agreed to in writing by an officer of DMR. DMR's and its suppliers obligation to ship the Products shall be fully and completely discharged, and ownership, legal title, all risk of loss or damage and expenses incurred in the transportation and storage of the Products, including, without limitation, all insurance coverage, fees, taxes and other charges of any kind incurred with respect to the Products in transportation and storage, shall immediately pass to Buyer at the time that the Products are shipped F.O.B. from DMR's or its suppliers manufacturing or warehouse facility.

**DELAYS:** Orders accepted by DMR and its suppliers shall be subject to, and DMR and its suppliers shall have no liability for, delays, failure to deliver or cancellation due to strikes, fires, the elements, delay from suppliers, force majeure or other causes beyond the DMR or its suppliers' control, or any other cause which may affect DMR or its suppliers in the manufacture or shipment of the Products. Once DMR becomes reasonably aware that any order cannot be filled or of any delays in delivery, it shall promptly notify the Buyer.

**CLAIMS:** The responsibility of DMR and its suppliers ceases upon delivery of products in good order to the carrier. Claims for product shortages will not be considered unless made in writing to DMR within ten (10) days after receipt of the products and accompanied by reference to our bill of lading and factory order numbers. Any claims for damage or shortage in transit must be filed by customer against the transportation company.

**INSTALLATION:** This proposal does not include installation labor, supplies or rigging unless otherwise noted in the proposal.

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**WARRANTY:** Products provided by DMR are subject to individual supplier/original equipment manufacturer's terms and conditions.

**LIMITATIONS OF REMEDY AND LIABILITY:** Unless otherwise provided by law, DMR total liability under the Agreement, whether in law, equity, contract, infringement, negligence, strict liability or other otherwise, shall not exceed the price paid by Buyer under the Agreement for the Product or Service giving rise to the claim. Under no circumstance shall DMR be liable for special, incidental, indirect, delay or liquidated, punitive or consequential damages for any reason. "Consequential damages" includes, without limitation, loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; cost incurred, including without limitation, costs for capital, fuel or power; loss or damage to property or equipment; and environmental clean-up. Any action arising under or relating to the Agreement, (whether based in law, equity, contract, infringement, negligence, strict liability, other tort or otherwise), must be commenced within one year from the date the claim arose. DMR assumes no obligation or liability for technical advice given or not given, or results obtained.

**ASSIGNMENT:** Buyer may not assign or delegate its obligations without DMR prior written consent. Any assignment contrary to this provision shall be a material breach of this Agreement. In the event of any assignments, whether approved by DMR or not, the Buyer shall remain the primary obligated party.

**ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between the buyer and DMR with respect to the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, whether oral, written or otherwise. This Agreement shall not be amended or modified except in writing signed by an officer of DMR.

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 E-MAIL: [smwithee@fcps.edu](mailto:smwithee@fcps.edu) Reference: Hutchinson Elementary (RTU-E1)  
 MANUFACTURER: Mammoth  
 UNIT MODEL NO: DHEBFRC-252-3526-N100-MZ10  
 SERIAL NO: 70579-05-01

**Work to be completed:**

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	discount with three programs purchased				\$3,500.00	
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				<b>TOTAL:</b>	<b>\$31,040.00</b>	

**NOT INCLUDED:**

- 1) The estimate for this service is based on normal working hours of 6:30am to 3:00pm Monday thru Friday, No Overtime
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Very Truly Yours,

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Company: \_\_\_\_\_  
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MANUFACTURER: Mammoth  
 UNIT MODEL NO: CDHEBFR-372-G320-N395-MZ9  
 SERIAL NO: 70579-06-01

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Company: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
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THIS QUOTATION IS SUBJECT TO DMR ASSOCIATES, INC. STANDARD TERMS AND CONDITIONS OF SALE



**SOLE SOURCE JUSTIFICATION INFORMATION FORM**  
**(to be utilized when creating the Determination & Findings)**

<b>TO:</b>	Angela Mylechraine, Senior Buyer
<b>FROM:</b>	Office of Facilities Management
<b>DATE:</b>	November 11, 2024
<b>SOURCE OF FUNDING:</b>	HVAC Infrastructure Replacement and Upgrade
<b>Product or Service:</b>	Controller Replacement for RTU-B1, E1 and F1 at Hutchison Elementary School
<b>Proposed Supplier:</b>	DMR Associates
<b>Total Amount:</b>	\$93,120.00

---

**INSTRUCTIONS:**

1. Please type or print legibly. Use as much space as necessary.
2. Complete request by addressing each point below and provide full explanations, complete descriptions, and/or list all relevant reasons to support the determination. Requests which lack sufficient detail will be returned.
3. Attach a written quotation from the vendor, including any business terms or vendor agreement(s) which would be required for the product or service to be provided.
4. Sign and date by a Director and Assistant Superintendent at the end of the form and submit to Office of Administrative Services (OAS) for approval.
5. This document will be attached to the Determination & Findings and made part of the contract file.

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**STATEMENT:**

I am aware that the [Fairfax County Purchasing Resolution](#) prescribes the basic policies for the conduct of all purchasing in Fairfax County and that all contracts with nongovernmental contractors for the purchase or lease of goods or for the purchase of services be awarded after competition wherever practicable. However, the following determination is provided to document the basis for the request of best practicable source/sole source procurement:

1. Provide a brief description of the project and/or the purpose for which the product or service is required.

***The parts for the existing controllers on the rooftop units are obsolete. The manufacturer will replace them with new controllers.***

2. In addition to the product or service requested what other products and/or services have you researched/considered and why are they not acceptable? (Provide links, sources, etc.)

***DMR Associates is the only factory authorized Service Company for Mammoth (Nortek) rooftop units. DMR Associates is equipped to perform this work.***

3. Is the proposed supplier the only distributor of this product/service?

**Yes (see attached letter).**

4. Explain why this action/choice is in the best interest of FCPS.

***This repair will allow additional use of the existing rooftop units and extend the life cycle of the units.***

5. Describe the efforts that were made to negotiate the best possible price and contract terms. Why is the price considered fair and reasonable?

***The proposed cost is in line with previous contracts of similar repair.***

6. What is the anticipated cost over the life of this contractual effort?

***Not known at this time.***

7. Is any part of the requirement using grant funds?

***No.***

8. What performance criterion will you use to evaluate the success of this vendor under the proposed contract?

***A contractor performance evaluation will be written at the end of the repair.***



I certify the above to be true and correct and that I have no financial interest or other beneficial interest in the vendor and understand that this certification will become a public document open to public inspection.

**DEPARTMENT APPROVAL (SIGNATURES REQUIRED)**

**Program Manager:**

  
Signature \_\_\_\_\_ Date 11/11/24

**Executive Director:**

  
Signature \_\_\_\_\_ Date 11/12/24

**Chief of Facilities Services and Capital Programs:**

  
Signature \_\_\_\_\_ Date 11/13/24