

CS-19-099

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2781

CONTRACT APPROVAL FORM

CONTRACTOR INFORMATION

Name: IBM
Address: 1601 Cherry Street 20th Floor Philadelphia PA 19102
Contractor's Administrator Name: Shehroz Ahmed Title: Digital Contract Extension Rep
Tel#: (267) 238-3435 Fax: Email: Shehroz.Ahmed@ibm.com

CONTRACT INFORMATION

Contract Name: Cloud Service Agreement Contract Value: \$7,200.00 year/\$21,000.00 Total 3YR
Brief Description: IBM MaaS360 Essentials Suite - Mobile Device Management
Contract Dates : From: 12/30/19 to: 12/29/22 Status: X New ___ Renew ___ Amend# ___ WA/Task Order
How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. X Other Communication

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract:
New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 1. Department Head Signature Date 11/21/19 Submitting Department IT/Technical Services
2. Contract Management Date 11/20/19 Funding Source/Acct # 01132510-541000
3. Office of Management & Budget Date 11/21/19
4. County Attorney (approved as to form only) Date 11/22/19

Comments:

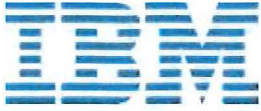
COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Michael Mullin

Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance



Quote Proposal

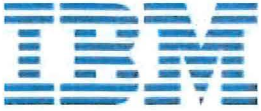
Customer:

Corey Poore
NASSAU COUNTY
96135 NASSAU PL STE 1
YULEE, FL 32097-8635
UNITED STATES

Quotation Number: Q-00317040**Quote Expiration Date:** 11/30/2019**IBM Contact:** Shehroz Ahmed**Email Address:** shehroz.ahmed@ibm.com**Phone Number:****Software as a Service**

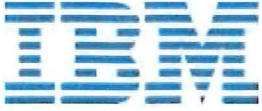
Description	Quantity	Term	Unit Price	Amount
IBM MaaS360 Essentials Suite Charge Type: Subscription Fee Billing Frequency: Yearly Product Details: MaaS360 License Unit Type: Per Device Renewal Terms: Auto-renew for 12 months at 5 % Uplift Committed Term: 36 months Projected Period: 12/30/2019 - 12/29/2020	150	12 months	\$4.00	\$7,200.00
Overage Rate: \$4.00 Monthly per Device				
Projected Period: 12/30/2020 - 12/29/2021 Committed Term Price Change: 3% every 12 months	150	12 months	\$4.00	\$7,200.00
Overage Rate: \$4.12 Monthly per Device				
Projected Period: 12/30/2021 - 12/29/2022 Committed Term Price Change: 3% every 12 months	150	12 months	\$4.00	\$7,200.00
Overage Rate: \$4.24 Monthly per Device				

Software as a Service Subtotal: \$21,600.00



PROPOSAL TOTALS

Applicable tax will be calculated at the time of order processing. Upon placing your order, please supply a Purchase Order or if not PO Driven, a signed Firm Order Letter. The Purchase order value must cover the applicable charges for a minimum of one year.	Subtotal (USD):	\$21,600.00
	Estimated Tax (USD):	\$0.00
	Total (USD):	\$21,600.00



IBM Terms and Conditions

IBM Cloud Services Agreement

Your order will be governed by the terms of the IBM Cloud Services Agreement. The Agreement incorporates by reference all of the associated Service Descriptions and any amendments thereto. Your placement of an order referencing this quotation constitutes your acceptance of the prices, terms and conditions stated or referenced in this document, except where and to the extent superseded by written agreement signed by both of us.

Products and Services listed in this quotation are subject to withdrawal or modification at any time.

If you have any trouble with the link provided, **please copy and paste the appropriate URL in your browser's navigation bar.**

https://www.ibm.com/support/customer/pdf/csa_us.pdf

Service Descriptions

The Service Description document(s) governing this order is referenced below.

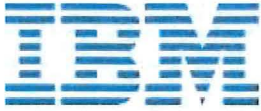
<https://www.ibm.com/software/sla/sladb.nsf/sla/sd-6741-20>

Please read the linked Service Description governing this order to ensure you are agreeing to the most recent version of the document.

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated please refer to the IBM Software as a Service (SaaS) Support Handbook.

Please work with your IBM Sales rep to complete the provisioning data at or prior to time of order.



To: Order Management

I have full authority to commit funding of 21,600.00 USD for payment under Quote Number Q-00317040, dated 10/31/2019 plus any additional on-demand, overage, and partial month charges associated with contracted Software as a Service on this quote on behalf of NASSAU COUNTY. All approvals required to issue payment have been obtained. Notwithstanding the terms of the Contract or our prior practice, payment is not contingent upon issuance of a Purchase Order. This order is firm, irrevocable, and payment is due as specified in the IBM invoice.

Bill To	NASSAU COUNTY	Sold To	NASSAU COUNTY
	96135 NASSAU PL STE 4		96135 NASSAU PL STE 1
	YULEE		YULEE,
	FL, 32097-8635		FL 32097-8635
	United States		UNITED STATES
Contact Name	Corey Poore	Contact Name	Corey Poore
Contact Email	cpoore@nassaucountyfl.com	Contact Email	cpoore@nassaucountyfl.com
Contact Phone		Contact Phone	

Quote Contact

Contact Name Corey Poore
 Contact Email cpoore@nassaucountyfl.com
 Contact Phone

By:  Authorized Signature

Name (type or print): Michael S. Mullin

Title: County Manager / Designee

Date: 11/22/19

IBM Sales Rep: Shehroz Ahmed
 Phone Number:
 Fax Number:
 Email Address: shehroz.ahmed@ibm.com

Sharon Johns

From: Shehroz Ahmed <Shehroz.Ahmed@ibm.com>
Sent: Friday, November 15, 2019 1:18 PM
To: Corey Poore
Cc: Grayson Hagins; Sharon Johns
Subject: Re: FW: MaaS360 - new administrators being added?
Attachments: NASSAU COUNTY_MaaS360.pdf; Nassau County Standard Purchase Order Terms and Conditions (revision June 2017).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CONTAINS EXTERNAL SENDER CONTENT: Do not open attachments unless you are expecting them and trust the sender.

- Technical Services

Hello Corey,

The attached T's & C's are acceptable.

Regards,

Shehroz Ahmed

Digital Contract Extension Rep



Phone: 1-267-238-3435

E-mail: Shehroz.Ahmed@ibm.com

Explore the IBM Marketplace



1601 Cherry St 20th Fl
Philadelphia, PA 19102
United States

----- Original message -----

From: Corey Poore <cpoore@nassaucountyfl.com>
To: Shehroz Ahmed <Shehroz.Ahmed@ibm.com>
Cc: Sharon Johns <sjohns@nassaucountyfl.com>, Grayson Hagins <ghagins@nassaucountyfl.com>
Subject: [EXTERNAL] FW: MaaS360 - new administrators being added?
Date: Fri, Nov 15, 2019 10:30 AM

Shehroz,

Attached you will find our county terms and conditions for the contract. Please review them and confirm they are acceptable and we can move forward with finalizing the contract and getting the system fully operational.

Shehroz Ahmed

Digital Contract Extension Rep

Phone: 1-267-238-3435
E-mail: Shehroz.Ahmed@ibm.com

[Explore the IBM Marketplace](#)

1601 Cherry St 20th Fl
Philadelphia, PA 19102
United States

----- Original message -----

From: Corey Poore <cpoore@nassaucountyfl.com>
To: Shehroz Ahmed <Shehroz.Ahmed@ibm.com>
Cc: Norman Kennedy <nkennedy@nassaucountyfl.com>, Tsvi Marder <tmarder@us.ibm.com>
Subject: [EXTERNAL] RE: MaaS360 - new administrators being added?
Date: Tue, Nov 5, 2019 8:20 AM

Hi Shehroz,

Our contracts department had a question on the contract you sent over. The contract shows a 3% increase annually however the quotes amounts on the units never changes and remains at 4.00. They wanted to see if this was just an accidental oversight or if it was intended and would be honored in the contracted amounts come the annual bill?

Thank you,

Corey Poore

IT Coordinator

Board of County Commissioners

Nassau County, Florida

Phone: 904.530.6050

From: Shehroz Ahmed <Shehroz.Ahmed@ibm.com>
Sent: Thursday, October 31, 2019 10:13 AM
To: Corey Poore <cpoore@nassaucountyfl.com>
Cc: Norman Kennedy <nkennedy@nassaucountyfl.com>; Tsvi Marder <tmarder@us.ibm.com>
Subject: RE: MaaS360 - new administrators being added?

CONTAINS EXTERNAL SENDER CONTENT: Do not open attachments unless you are expecting them and trust the sender.

- Technical Services

Good Morning Corey,

Hope you are doing well.

Please see attached renewal quote for your MaaS360 account.

Please sign and forward the documents or provide PO referencing Quote# Q-00317040.

----- Original message -----

From: Corey Poore <cpoore@nassaucountyfl.com>

To: Shehroz Ahmed <Shehroz.Ahmed@ibm.com>

Cc: Norman Kennedy <nkennedy@nassaucountyfl.com>, Tsvi Marder <tmarder@us.ibm.com>

Subject: [EXTERNAL] RE: MaaS360 - new administrators being added?

Date: Tue, Oct 29, 2019 11:39 AM

Our license count will be increasing quite a bit to probably about 150 total now, that is including the existing 39 devices. I initially provided some numbers to Clayton Gravesande who gave us an estimated quote for our County. I have pasted those initial numbers below but if you could re-run them that would be appreciated. The device count has gone up a bit since the initial request in August.

Can billing scale easily as we add more devices or will we have to amend the contract if we go over the initial 150 as we are growing rapidly and adding more mobile devices quite frequently? We also like multi-year contracts as well, typically a 1 year, 3 year or 5 year contract is common for us so if we did say a 3 year contract could we just keep adding devices then true up on the billing for the next year? We frequently do this with some of our other software models as it keeps us from buying more licenses that we utilize up front and having them sit idle.

Corey,

A quick break down of the quote.

Our essentials suite is \$4 over a 12 month period for 106 devices.

4x12x106= \$5,088 (Ball park range)

Billing with IBM directly you have to pay the upfront cost. There is no monthly payments.

From: Shehroz Ahmed <Shehroz.Ahmed@ibm.com>

Sent: Tuesday, October 29, 2019 11:27 AM

To: Corey Poore <cpoore@nassaucountyfl.com>

Cc: Norman Kennedy <nkennedy@nassaucountyfl.com>; Tsvi Marder <tmarder@us.ibm.com>

Subject: RE: MaaS360 - new administrators being added?

Hey Corey,

That is the information I was looking for. Thank you for the account number.

I saw you have 39 devices enrolled in your portal, are you looking to renew with 39 licenses or increasing license count.

We don't have to setup a call because I was able to find all the information I was going to ask you.

Regards,

Shehroz Ahmed

Digital Contract Extension Rep

Phone: (215) 664- 1730| Mobile: (610) 496-0265
E-mail: tmarder@us.ibm.com
(Tsvi is pronounced "Svee")

1601 Cherry St, 20th Fl
Philadelphia, PA 19102
United States

From: Shehroz Ahmed/US/IBM
To: cpoore@nassaucountyfl.com
Cc: nkennedy@nassaucountyfl.com, Tsvi Marder/Philadelphia/IBM@IBMUS
Date: 10/29/2019 10:33 AM
Subject: Re: [EXTERNAL] RE: MaaS360 - new administrators being added?

Hello,

Nice to meet you virtually.

Can you please send me few availability for a quick call to discuss about your account.

Regards,

Shehroz Ahmed
Digital Contract Extension Rep

Phone: 1-267-238-3435
E-mail: Shehroz.Ahmed@ibm.com
[Explore the IBM Marketplace](#)

1601 Cherry St 20th Fl
Philadelphia, PA 19102
United States

----- Original message -----

From: Tsvi Marder/Philadelphia/IBM
To: Corey Poore <cpoore@nassaucountyfl.com>
Cc: Norman Kennedy <nkennedy@nassaucountyfl.com>, Shehroz Ahmed/US/IBM@IBM
Subject: Re: [EXTERNAL] RE: MaaS360 - new administrators being added?
Date: Tue, Oct 29, 2019 9:46 AM

Hi Corey,

I'd neglected to add Shehroz a few email back, apologies - he will assist us in the new contract and billing direct from IBM.

Can you please provide your MaaS360 portal ID as well?

Thank you!

cellular provider the devices are going through as we have shifted cell providers in the past multiple times. We have already obtained quotes from IBM on the cost to implement our system.

From: Tsvi Marder <tmarder@us.ibm.com>
Sent: Friday, October 4, 2019 10:12 AM
To: Corey Poore <cpoore@nassaucountyfl.com>
Subject: RE: MaaS360 - new administrators being added?

Hi Corey,

Thanks for that information.

Regarding billing I'm not sure how that will flow, but I'm adding Shehroz Ahmed to this chain as he handles contracts and such..are you planning to handle your renewal and the additional license additions through IBM direct?

Tsvi Marder
MaaS360 - Public & Healthcare
Southeast & Great Lakes



Phone: (215) 664- 1730 | **Mobile:** (610) 496-0265
E-mail: tmarder@us.ibm.com
(Tsvi is pronounced "Svee")

1601 Cherry St, 20th Fl
Philadelphia, PA 19102
United States

From: Corey Poore <cpoore@nassaucountyfl.com>
To: Tsvi Marder <tmarder@us.ibm.com>
Date: 10/04/2019 10:01 AM
Subject: [EXTERNAL] RE: MaaS360 - new administrators being added?

We will just be carrying over the 3 current admins we have on our account. I don't think any more will need to be added at this time but thank you for asking.

Do you have an idea of how long it will take us to migrate this account billing to IBM instead of through AT&T? We will be closing the account the MaaS360 billing with AT&T is on and I would

Attachment A - 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 Appropriations:

10.1 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.

10.2 When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the purchase order shall be cancelled 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 too 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 with 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 to 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 with 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, or 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 any way 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 in Attachment B – General Information and Insurance Requirements.

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, suites, or proceedings brought against County for patent or copyright infringement occasioned by the manufacture, sale, or use of materials 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 is 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 with 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 bonafied 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 with thirty (30) days of receipt of notification from the Vendor, the Agreement lapses with respect to any deliveries affected.

30. Public Records:

30.1 Public Records Requirement: The County is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that the contractor is providing services to the County, and pursuant to Section 119.0701, Florida Statutes, the contractor shall;

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the

contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

30.2 Request for Records; Noncompliance

- (a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- (b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

30.3 Civil Action:

- (a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - (1) The court determines that the contractor unlawfully refused to

comply with the public records request within a reasonable time; and

- (2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, the public agency and to the contractor.

(b) A notice complies with subparagraph(1)(b), if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

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, request 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.

Nassau County Contract Management
Attention: Procurement Manager
96135 Nassau Place, Suite 6
Yulee, Florida 32097