

CS-21-267

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO. CM3186

GENERAL INFORMATION

Requesting Department Tech Services on behalf of Animal Services

Contact Person: Corey Poore

Telephone: (904) 530-6052 Fax: () _____ Email: cpoore@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Bloomerang LLC

Address: 5724 Birtz Rd Indianapolis IN 46216
City State Zip

Contractor's Administrator Name: Robert Shula Title: Account executive

Telephone: (317) 296-8100 Fax: () _____ Email: robert.shula@bloomerang.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Robert Shula

Authorized Signatory Email: robert.shula@bloomerang.com

CONTRACT INFORMATION

Contract Name: Donor Management Software Proposal for Nassau County Board of County Commissioners

Description: Donor Management Software
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$3,488.80
APPROXIMATE IF NECESSARY

Source of Funds/Account: 04621562-548000 Termination/Cancellation: 45 Day Written Notice

Authorized Signatory: Taco Pope
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: _____ to: _____

Status: New Renew Amend# WA/Task Order

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

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____

New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. CP 7/20/2022
Department Head/Contract Manager Date
2. Russell Belmont 7/22/2022
Procurement Date
3. chris lacambra 7/25/2022 Daniel Fairgus/2022
Office of Mgmt & Budget Date
4. Denise C. May 7/25/2022
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 7/25/2022
County Manager Date

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

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

Nassau County Board of County Commissioners Sole Source/Single Source Certification Form

Vendor Name: Bloomerang Department: Tech Services
 Address: 5724 Birtz Road
Indianapolis, IN 46216
 Phone: 317-296-8100 Date: 05/12/2022
 Contact Name: Robert Shula
 Account: _____ Cost: \$3,488.80 per: Year One Time

Description of Goods and/or Service:
Payment and communication platform for Nassau County Animal Services fund raising.

Check one (1) of the following two (2) choices:

- Sole Source: The goods or services can be legally purchased from only one source.
- Single Source: The goods or services can be purchased from multiple sources, but, in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase.

Please check all of the following that apply:

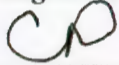
- Purchase can only be obtained from original manufacturer-not available through distributors.
- Only authorized area distributor of the original manufacturer.
- Parts/Equipment are not interchangeable with similar parts of another manufacturer.
- This is the only known source that will meet the specialized needs of this department or perform the intended function.
- This source must be used to meet warranty or service maintenance requirements.
- This source is required for standardization.
- None of the above apply.

Comments/Explanations: (required)

Animal Control is currently using a platform that is not working for them and is more expensive than Bloomerang.
Cannot utilize the FaceBook donor platform as we are a government agency.

Department Head

I certify that, to the best of my knowledge, this form reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

 7/20/2022

Procurement Manager

I certify that I have reviewed this request and concur that it is a Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

 7/22/2022

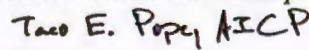
Office of Management and Budget

I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.

 7/25/2022

County Manager

I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this form and no other conditions would prevent approval.

 7/25/2022

Pricing Overview for Nassau County Animal Services

Bloomerang's all-inclusive CRM, conversion service, and support service includes the following items. There are no surprise costs upfront or down the road:

- Unlimited users
- Unlimited chat, and email support
- Unlimited access to live and on-demand product training (via Bloomerang Academy)
- Unlimited number of online forms
- Nightly address updates and deceased status updates (via TrueGivers)
- Built-in email marketing tool with 5,000/month

Service	Description	Annual
Database	0 - 1,000 Records	\$1,188.00
DonorSearch	ProspectView Online Research Tool	\$178.20
Kindful	Kindful Online Fundraising Tools	\$178.20
Total Recurring Fees		\$1,544.40
One Time Fees		
Conversion Success Program	Data Import Tools and Guides to Manage Initial Data Importation	\$400.00
Training Promotion	Fundraising Standard: 1 Reserved Seat for Online Fundraising Basics Course Valued at \$599	(FREE)
Total First Year Investment:		\$1,944.40

1. Recurring fees are billed annually and require completed ACH or Credit Card authorization (any deviation requires a surcharge).

Accepting this proposal electronically

*Special Provisions: (Reflected in Attached Revised Bloomerang Terms and Conditions)

Instructions to Finalize

This document allows for electronic acceptance and signature. If you wish to accept and sign online, please click the "Accept" button at the top-right of this page. Electronic acceptance of this document is legally binding.

Terms & Conditions

By clicking the "Accept" button, you are accepting the terms and conditions of an agreement as defined here: <http://bloomerang.co/tac>.

This agreement is a two (2) year agreement that renews annually thereafter for three (3) years for a total of five (5) years before a new contract is required. This contract requires forty five (45) day written cancellation notice.

Payment

Upon electronically signing this proposal, you will also need to provide Bloomerang with a payment method.

Please complete the payment options form.

Billing Questions?

Email billing@bloomerang.co



BLOOMERANG SUBSCRIPTION AGREEMENT

This **AGREEMENT** governs Your acquisition and use of Our Services. This Agreement was last updated on December 1, 2019. It is effective between You and Us as of the date of Your acceptance of this Agreement (as indicated by the date on the signature page of the Proposal).

1. DEFINITIONS.

- 1.1. **"Agreement"** means the combination of this Subscription Agreement and the Proposal.
- 1.2. **"Fee Schedule"** means the table of customized pricing for Services listed in the Proposal.
- 1.3. **"Payment Authorization Form"** means either the page entitled Credit Card Payment Authorization or the page entitled ACH Payment Authorization from Your Proposal.
- 1.4. **"Proposal"** means the Donor Retention Software Proposal specifying the Services to be provided that is entered into between You and Us, including any addenda and supplements thereto.
- 1.5. **"Fees"** mean any amount due for any of the Bloomerang products or services.
- 1.6. **"Recurring Fees"** means the periodic fees for Your subscription to any subscription-based Services.
- 1.7. **"Services"** means any and all products and services that are ordered by You in the Proposal or subsequent agreement and made available by Us, including the core Database Services.
- 1.8. **"Database Service"** means the browser interface, data encryption, data access, Bloomerang software access and data storage.
- 1.9. **"Email Service"** means sending from, or receipt of, any electronic message (Email) through the Database Service.
- 1.10. **"Constituent Records"** means each unique account in your database.
- 1.11. **"Production"** means the environment and servers where all live data in use is housed.
- 1.12. **"Technical Requirements"** means the page entitled Technical Requirements in Your Proposal.
- 1.13. **"We," "Us" or "Our"** means Bloomerang LLC.
- 1.14. **"You" or "Your"** means you, the non-profit organization or other legal entity for which You are accepting this Agreement.

2. **ACCEPTANCE OF AGREEMENT.** This Agreement includes any terms and conditions listed in Your Proposal, starting at the Pricing Overview page, govern Your Use of Our Services. By signing the Donor Retention Software Proposal and/or using Our software, You acknowledge and agree that:

- (i) You have read and understood this Agreement and agree to be bound by its terms and

conditions, as amended from time to time, and

(ii) if You are entering into this Agreement on behalf of a non-profit organization or other legal entity, You represent You have the authority to bind such entity to these terms and conditions, in which case the terms "You" or "Your" shall refer to such entity.

If You do not agree with these terms, You must not accept this Agreement and may not use the Services.

3. **CHANGES TO AGREEMENT.** We reserve the right, from time to time, with or without notice to You, to change the terms of this Agreement, except for Sections 5, 7.1, 7.4.2, 9.1 and 9.4, in Our sole and absolute discretion. Such revisions shall be effective immediately. The most current version of this Agreement can be found at www.bloomerang.co/tac.
4. **LICENSE.** Subject to the terms and conditions of this Agreement, We grant You a non-exclusive, non-sublicensable and non-transferable license to access and use Our Services as defined in your Proposal for an UNLIMITED number of users.
5. **TERM.** Unless otherwise specified in your proposal, the initial term of this Agreement is two (2) years and, in the case of a custom conversion, begins either:

(i) Fourteen (14) days after Your data is loaded to Bloomerang for your review or

(ii) 90 days from the date of this Agreement

whichever comes first.

If either an appended custom conversion or a custom conversion is not purchased, the initial term begins one (1) day after the Agreement is signed. This Agreement shall automatically renew for additional one-year terms unless either party provides written notice of termination at least forty five (45) days prior to the end of the initial term or any subsequent extension. Subject to Florida Statute 501.165 and annual appropriation.

6. **PROVISION OF SERVICES.** We shall make any Services purchased by You available to You during the term of the Agreement. You agree that Your purchase of any Services We offer are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.
7. **PRICING AND PAYMENT.**
 - 7.1. **Pricing.** Recurring Fees for Database Services are arranged into pricing tiers for a given range of records stored in Your database. Additional fees may apply for excessive use above your subscription amounts(e.g. constituents, emails sent, or attachment storage). For the most current Database Services pricing, check <https://bloomerang.co/pricing> or contact a sales representative. For a price quote for other Services, contact a sales representative.
 - 7.2. **Payment Method.** You shall provide Us with accurate and valid ACH or credit card billing information via the Payment Authorization page in Your Proposal which will be used to pay for services rendered. Failure to do so will result in a service fee.
 - 7.3. **Payment Authorization.** You authorize Us to process payment for Your Recurring Fees and any other fees or charges You may incur in connection with the use of Our Services at the current rate to Your Payment Method provided along with this Agreement.

- 7.4. **Billing.** We will process Your Recurring Fees on a yearly basis. Other fees are processed as outlined below or else at the time you agree to purchase a Service.
- 7.4.1. **Database Services.** The start of the Database Service period coincides with the start date of this Agreement's Term as defined in Section 5 and Bloomerang will begin processing your ACH or Credit Card within one (1) day of that date.
- 7.4.2. **Conversion Services.** For a Custom Conversion, 50% of all conversion fees will be processed at the time of Your initial order and the remaining 50% will be processed with the payment for the first years' Recurring Fees. For any other conversion, all conversion fees will be processed at the time of the initial order.
- 7.4.3. **Telephone Consulting Services.** Telephone Consulting Services (also referred to as Implementation) included in the Proposal will be processed 100% upfront. Any Telephone Consulting Service not used in the first ninety (90) days will convert from private sessions to public sessions held throughout each month.
- 7.4.4. **API Telephone Consulting & Services.** Consulting services, and other assistance provided to You, relating to the API will be processed at Our current rate for API-related work. Any of these Services included in the Proposal will be processed 100% upfront. Any such service not used in the first ninety (90) days will convert from private sessions to public sessions held throughout each month.
- 7.5. **Additional Terms.** We reserve the right to change the Recurring Fees and to institute new fees or charges upon completion of any contract period. Current pricing can be found at <https://bloomerang.co/pricing>. We further provide that the annual change in Recurring Fees, if any, shall not exceed the annual change in the Bureau of Labor Statistics Consumer Price Index.
- 7.6. **Suspended Access.** We may suspend Your access to the Database Service if Your account is delinquent for more than ten (10) days. Your data is subject to permanent removal at thirty (30) days delinquency. Subject to Florida Statute 119 Public Records Clause.

8. CONVERSION, IMPLEMENTATION AND TRAINING.

- 8.1. **The Conversion Service.** The "Conversion Service" consists of Us converting Your data into file structures that are compatible with the Bloomerang software. The Conversion Service necessarily involves a number of steps requiring Your cooperation with Us. Should You fail to respond/act in a timely manner, or if You provide inaccurate or incomplete information, or if you use fields in a manner other than intended, the Conversion Service may be delayed and You may incur additional conversion charges.
- 8.2. **The Conversion Service Process.** The Conversion Service process shall generally follow these steps; however, We may determine, in our sole discretion, that Your data requires additional or modified processes:
- (i) You provide Your data to Us;
 - (ii) We discuss how to convert/map Your data from its current form to Bloomerang's format with You;
 - (iii) A programmer writes a utility to convert Your data according to the mapping. We load Your data onto a test server. We perform a walkthrough of Your sample data to identify errors and/or

changes;

(iv) Upon receiving Your written authorization approving the changes/corrections, Our programmer adjusts the utility based on input from the walkthrough. You continue to access and interact with Your data on the test server to familiarize Yourself with the software;

(v) We perform a final conversion and migration of the data onto the Production server and You fully assume control of the data.

(vi) Original data files used for the conversion are retained for 30 days after the final conversion date.

8.3. **Responsibility for Accuracy.** You are responsible for providing Your original data and ensuring the accuracy of the converted data throughout the Conversion Service process. You shall continue to monitor and review your data for accuracy and completeness and report any issues or problems to Us prior to having Your data loaded onto the Production server.

8.4. **Correction of Errors.** We will correct any issues or problems which are reported to Us within fourteen (14) days after these data are placed onto the Testing server for review. Our correction of the issue or problem reported in that period is Your exclusive remedy, and Our only liability, for any inaccuracy in the converted data. It is the responsibility of You to immediately review Our corrections and inform Us of any additional issues or problems. Once You have approved your data for loading onto the Production server (Go Live Acceptance), any changes or adjustments in the converted data are subject to additional costs. Should You cancel the conversion at any time after We have begun work on the Conversion Services, You will be responsible for the pro-rata percentage of the completed work at the time We receive written notice of the cancellation.

9. DATA.

9.1. **Title to Data.** All of Your data remains Your sole property. We will provide summary aggregate views of certain data as part of its reporting processes. Those views will never compromise any individual data.

9.2. **Access to Data.** You may download Your data for free via the standard reporting parameters provided by the Database Service any time during the term of this Agreement.

9.2.1. **Other Formats.** Furthermore, upon request, We will provide You Your data in a standard CSV format for a fee equal to the lesser of either four (4) months' value of Recurring Fees or \$1,500.00.

9.2.2. **Retention of Data After Termination of Agreement.** We are not responsible for storage or retention of Your data more than thirty (30) days after termination of this Agreement. Should You desire for Us to keep Your data protected on Our servers without access rights for a stated time period, there will be a fee of one-half (1/2) of Your Recurring Fees for Database Services.

9.3. **Protection of Data.** Once the Conversion is complete, You will control all logins and passwords which provide access to Your data. We shall not disclose Your data except:

(i) as required by law

(ii) as provided in Section 9.1 above and

(iii) that, in order to provide the best possible delivery and email service for our customers, We may utilize a third-party service to validate and verify the email addresses stored in the Bloomerang database (and bad email addresses may be collected and may be excluded from any email sent using the Email Service).

9.4. **Credit Card Information.** For all e-commerce transactions processed on Our hosted system, the credit card information that is collected is used solely for the purpose of completing the specific transaction. After the transaction is complete, the credit card data is encrypted and may only be used for future authorized transactions.

10. USE OF SERVICES.

10.1. **Acceptable Use.** You may not (directly or indirectly) use any Bloomerang services with content or in a manner that:

(i) is threatening, abusive, harassing, stalking, or defamatory

(ii) is deceptively false, misleading, or fraudulent

(iii) is invasive of another's privacy or violates another's legal rights

(iv) contains vulgar, obscene, indecent, or unlawful material

(v) advocates for or demonstrates hate, hostility, or violence towards members of any race, religion, color, sex, age, national origin or ancestry, or on the basis of genetic information, marital status, parental status, sexual orientation, gender identity and expression, disability, or status as a veteran

10.2. **Database Service.** The "Database Service" consists of a browser interface, data encryption, data access, Bloomerang software access, and data storage. You are responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Database Service, and for paying all third-party access charges (e.g., ISP, telecommunications) incurred while using the Database Service. Bloomerang reserves the right to monitor usage of the Database Service for diagnostic and security protection purposes and the right to improve and modify the Database Service at any time without notice.

10.3. **Email Service.** The "Email Service" consists of sending from or receipt of any electronic message (Email) through the Database Service.

10.3.1. **Limitations on Email Use.** By using this service, you agree to comply with all laws applicable to the sending of electronic messages. Bloomerang reserves the right to restrict, modify, or otherwise terminate your use of the service if the following policies are not adhered to:

(i) Use of non-permission based Email lists. This includes purchased or rented lists, as well as lists in which recipients have not explicitly granted permission to receive emails from You

(ii) Use of third-party email addresses, domain names, or mail servers without permission

(iii) Sending Emails that result in an unacceptable number of spam or UCE complaints

(iv) Failing to comply with any request from a recipient to be removed from your mailing list within 10 days of receipt of such request

10.4. **Application Programming Interface.** This section does not apply if You do not require access to Our Application Programming Interface ("API"), which enables third-party software to push data to, or pull data from Your Bloomerang database. The API is automatically licensed to You upon activation of Your Database Service.

10.4.1. **API Consulting and Support.** Once We provide You with access to the API, it will be deemed to be included in the Database Service for purposes of this Agreement, except that any consulting services, support or other assistance requested by You relating to the API are not included in any Fees specified in the Proposal unless expressly stated.

10.4.2. **Limitations on API Use.** We may limit the amount of data that may be transferred by You through the use of the API, the number of total or concurrent requests that You may make using the API, and/or any other activity with respect to the API, in Our sole discretion and may change such limitations from time to time. We also reserve the right to terminate Your license to use the API for any reason. The API shall be treated by You as confidential information. Any breach of the foregoing restrictions (or this Agreement) by such third party service provider shall be deemed a breach of this Agreement by You.

10.5. **Third-Party Services.** The Services may include services developed, provided or maintained by third-party service providers ("Third Party Services"). In addition to the terms of this Agreement, Your access to and use of any Third Party Services is also subject to any other agreement separate from this Agreement that You may enter into (or may have entered into) relating to those Third Party Services (each, a "Third Party Service Agreement"). The terms of any Third Party Service Agreement will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to the terms of this Agreement. Except as set forth in this Agreement, the terms of any Third Party Service Agreement will control in the event of a conflict between the terms of this Agreement and that Third Party Service Agreement. All other Third Party Services will be subject to the terms of this Agreement. Third Party Services may be subject to additional Fees as set forth on the Site. Notwithstanding the terms of any Third Party Services Agreement, Bloomerang may change, modify or discontinue any Third Party Service at any time and without notice to You. Except as expressly set forth in this Agreement or any Third Party Service Agreement, You are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Services.

10.6. **Reservation of Rights.** Subject to the limited rights expressly granted to You in this agreement, We reserve all rights, title and interest in all software related to the Database Service.

10.7. **Restrictions on Use.** You shall not

(i) create derivative works based on Our software,

(ii) copy, frame, or mirror any part or content of the Database Service,

(iii) reverse engineer the Database Service, or

(iv) access the Database Service in order to build a competitive product or service or copy any features, functions, or graphics of the Database

Service,

or

(v) Allow any third party to access the Database Service for the purposes listed in (i) - (iv).

- 10.8. **Lawful Use.** You will use the Database Service in compliance with all applicable laws, including without limitation medical record, internet privacy, copyright, trademark, obscenity and defamation laws.
- 10.9. **Confidential Information.** During the term of this Agreement and at all times thereafter, neither party shall disclose, sell or transfer to any third party, other than for the performance of this Agreement or as required by law, any confidential information and intellectual property of the other party without the express written consent of the other party. This includes but is not restricted to personal and business information stored by either party.
- 10.10. **Passwords and Security.** You are responsible for any and all activities that occur under its account(s) and the confidentiality of all its passwords in connection with the Database Service. You shall notify Us of any unauthorized use of its account(s) or any other breach of security. We will suspend or change access to Your account within one (1) business day or less after receipt of written notice from You that a password has been lost or otherwise compromised.
- 10.11. **Technical Requirements.** You shall access the Database Service using a device with a minimum screen resolution of 1024x768 using the latest version of Chrome, Firefox, Safari, or Edge. We will not be liable for any service interruptions, errors or loss of data caused by malware or non-conforming hardware used by You.

11. TERMINATION AND SURVIVAL.

- 11.1. **Termination for Cause.** We may terminate this Agreement immediately or suspend Your access to the Database Service upon any material breach of this Agreement by You (such as failure to allow processing of payment for the Database Service) or if We determine that You may be performing activities harmful to Us or other users of the Database Service.
- 11.2. **Survival.** Section 7 (regarding Your obligation to pay any outstanding amounts), Section 12 and Section 13 will survive termination of this Agreement. Any Fees prepaid for Services that are not provided due to termination will be refunded to You after any unpaid invoice balances are deducted.

12. **WARRANTY DISCLAIMER.** Although We will take commercially reasonable steps to provide error-free and continuous service, **We do not represent, warrant or guarantee that the database service will be uninterrupted or error free. As a result, the database service is provided "as is" without warranty of any kind, and We disclaim ALL warranties, either express or implied, including, but not limited to, implied warranties of merchantability, and fitness for a particular purpose and non-infringement.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

13. **LIMITATION OF LIABILITY.** **Our TOTAL LIABILITY, if any, with respect to the subject matter of this agreement** (including, but not limited to, liability arising out of contract, tort, strict liability, breach of warranty or otherwise) **is limited to the fees paid by You to Us under this agreement in the 12 months prior to the act or injury that gave rise to the liability; provided, however, that such limitation shall only apply to damages to You directly caused by willful or malicious misconduct**

by Us or Our employees. We will not be liable in any event for loss or inaccuracy of data, loss of profits or revenue, or indirect, special, punitive, incidental or consequential damages (including, without limitation, the cost of any substitute service), whether or not foreseeable and even if We have been advised of the possibility of such damages. This section shall apply to any action or arbitration.

14. MISCELLANEOUS.

- 14.1. **Assignment and Delegation.** This Agreement cannot be assigned or delegated by You.
- 14.2. **Governing Law.** This Agreement is to be governed by and construed in accordance with the laws of Florida, without regard to its conflict of law principles.
- 14.3. **Litigation Costs and Expenses.** If any party institutes any legal suit, action or proceeding against the other party to enforce this Agreement (or obtain any other remedy regarding any breach of this Agreement) or arising out of or relating to this Agreement, the prevailing party in the suit, action or proceeding is entitled to receive, and the non-prevailing party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred by the prevailing party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses, court costs and other reasonable costs and expenses of litigation.
- 14.4. **Severability.** If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement and the other provisions remain in force.
- 14.5. **Notice.** All notices under this Agreement shall *either* be given in writing or sent via email.
- 14.6. **Merger.** Your Proposal and the most current version of this Agreement set forth the entire understanding between You and Us with respect to its subject matter and supersedes all prior negotiations, understandings and agreements - express or implied - concerning such matters. In the event of any conflict between the terms and conditions of this Agreement and any subsequent ordering document, terms listed in the Proposal shall control first and the most current version of this Agreement shall control second.
- 14.7. **Internal References.** References to Sections are to Sections of this Agreement.

ADDENDUM TO BLOOMERANG CONTRACT NUMBER CM3186

This addendum is hereby incorporated into the Contract referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to, and shall take precedence over, the original document(s).

Fund Availability

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

E-Verify System

Consultant must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Consultant during the term of his Agreement to work in Florida. Additionally, if Consultant uses subcontractors to perform any

portion of the Work (under this Agreement), Consultant must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

Public Records

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall: Keep and maintain public records required by the public agency to perform the service. 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. 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 Vendor does not transfer the records to the public agency. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor 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.

Accepting this proposal

To accept this proposal, please download this proposal and payment authorization form. Sign both, then scan and email or fax them to Bloomerang.

By signing, you are accepting the terms and conditions of an agreement as defined here: <http://bloomerang.co/tac>.

This agreement is a two (2) year agreement that renews annually thereafter for three (3) years for a total of five (5) years before a new contract is required. This contract requires forty five (45) day written cancellation notice.

By signing, you are accepting the terms and conditions of an agreement as defined here: Bloomerang.co/tac.

Agreed to by the following parties on the dates below:

Nassau County Board of County Commissioners

By: Taco E. Pope, AICP

Nassau County Board of County Commissioners Signature

Taco Pope

Printed
County Manager

Title
7/25/2022

Date

Billing Questions?

Email finance@bloomerang.co



BOARD OF COMMISSIONERS

G/L ACCOUNT - MASTER INQUIRY

Org code: 04621562 ANIMAL CONTROL Type: E
 Object code: 548000 PROMOTIONAL ACTIVITIES Status: A
 Project code: Budgetary: Y

 Fund 104 MUNICIPAL SERVICE FUND
 Department 621 ANIMAL CONTROL
 Function 562 HS-HEALTH
 Major Functi 56 HUMAN SERVICES
 UNKNOWN
 UNKNOWN
 UNKNOWN

Full description: PROMOTIONAL ACTIVITIES Short desc: PROMOTIONS
 Reference Acct: Auto-encumber? (Y/N) N

PER	----- CURRENT YEAR MONTHLY AMOUNTS -----			
	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	881.90	.00	.00	5,800.00
02	740.70	.00	.00	.00
03	195.00	.00	.00	.00
04	.00	.00	.00	.00
05	440.00	.00	.00	.00
06	.00	.00	.00	.00
07	612.31	.00	.00	.00
08	.00	.00	.00	.00
09	390.00	.00	.00	.00
10	.00	.00	2,000.00	2,000.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	3,259.91	.00	2,000.00	7,800.00

	----- CURRENT YEAR TOTAL AMOUNTS -----			
	Actual (Memo)	Encumbrances	Requisitions	Total
Actual (Memo)	3,259.91	.00	.00	3,259.91
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Total	3,259.91	.00	.00	3,259.91
Available Budget	4,540.09			4,540.09
Percent Used	41.79			41.79
Inceptn to SOY	.00			.00
Encumb-Last Yr	.00			.00
Actual-Last Yr	.00			.00
Estim-Actual	5,800.00			5,800.00
	.00			.00

BOARD OF COMMISSIONERS

G/L ACCOUNT - MASTER INQUIRY

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	.00	.00	.00
01	.00	.00	5,800.00
02	629.26	.00	.00
03	2,037.38	.00	.00
04	552.99	.00	.00
05	152.46	.00	.00
06	125.00	.00	.00
07	245.00	.00	.00
08	.00	.00	.00
09	195.00	.00	.00
10	802.04	.00	.00
11	266.88	.00	.00
12	195.00	.00	.00
13	.00	.00	.00
Tot:	5,201.01	.00	5,800.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2021 Actual	5,201.01	2021 Orig Budget	5,800.00
2021 Closed @ YE	5,201.01	2021 Bud Tfr In	.00
2021 Encumbrance	.00	2021 Bud Tfr Out	.00
2021 Memo Bal	5,201.01	2021 C Fwd Budget	.00
2020 Actual	3,437.05	2021 Revsd Budget	5,800.00
2019 Actual	2,812.01		
2018 Actual	1,213.52	2020 Orig Budget	4,600.00
2017 Actual	.00	2020 Revsd Budget	4,600.00
2016 Actual	.00	2019 Orig Budget	4,600.00
2015 Actual	.00	2019 Revsd Budget	2,813.00
2014 Actual	.00		
2013 Actual	.00	2021	0.00
2012 Actual	.00	2020	0.00
		2019	0.00

----- FUTURE YEAR AMOUNTS -----			
PER	2023 BUDGET		BUDGET
00	.00	2023 DEPT REQ	.00
01	.00	2023 REQUESTED	.00
02	.00	2023 RECOMMENED	.00
03	.00	2023 FINAL	.00
04	.00	2023	.00
05	.00	2023 Revised	.00
06	.00	2024 Estimate	.00
07	.00	2025 Estimate	.00
08	.00	2026 Estimate	.00
09	.00	2027 Estimate	.00
10	.00		
11	.00	2023 Memo Bal	.00
12	.00	2023 Encumbrance	.00
13	.00	2023 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

** END OF REPORT - Generated by Tonya wood **



CERTIFICATE OF LIABILITY INSURANCE

5/8/2023

DATE (MM/DD/YYYY)

6/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 1801 K Street NW, Suite 200 Washington DC 20006 (202) 414-2400	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Hartford Underwriters Insurance Company</td> <td style="text-align: center;">30104</td> </tr> <tr> <td>INSURER B: Arch Insurance Company</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Insurance Company	30104	INSURER B: Arch Insurance Company	11150	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Underwriters Insurance Company	30104														
INSURER B: Arch Insurance Company	11150														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED 1492973 Bloomerang LLC 5724 Birtz Rd Indianapolis, IN 46216															

COVERAGES **CERTIFICATE NUMBER: 18628729** **REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	42 SBA AL5WYV	5/8/2022	5/8/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$																
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	42 SBA AL5WYV	5/8/2022	5/8/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX																
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	42 SBA AL5WYV	5/8/2022	5/8/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ XXXXXXXX																
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			<table style="width: 100%;"> <tr> <td style="width: 50%;"></td> <td style="width: 5%;">PER STATUTE</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 40%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$ XXXXXXXX</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td>\$ XXXXXXXX</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td>\$ XXXXXXXX</td> </tr> </table>		PER STATUTE	OTH-ER		E.L. EACH ACCIDENT			\$ XXXXXXXX	E.L. DISEASE - EA EMPLOYEE			\$ XXXXXXXX	E.L. DISEASE - POLICY LIMIT			\$ XXXXXXXX
	PER STATUTE	OTH-ER																					
E.L. EACH ACCIDENT			\$ XXXXXXXX																				
E.L. DISEASE - EA EMPLOYEE			\$ XXXXXXXX																				
E.L. DISEASE - POLICY LIMIT			\$ XXXXXXXX																				
B	Cyber/E&O	N	N	NPL0066589-01	5/8/2022	5/8/2023	\$3,000,000 Aggregate Limit \$100,000 Deductible																

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Retroactive Date: 5/15/2015 for Kindful Software & 5/1/2018 for Bloomerang.

CERTIFICATE HOLDER


18628729
 Nassau County, FL
 Board of County Commissioners
 96135 Nassau Place
 Yulee FL 32097

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

<u>Employer</u>	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	<u>Hiring Site Locations (by state)</u>
Bloomerang LLC		Open	03/29/2021		100 to 499	1	IN
Bloomerang, LLC		Open	01/24/2022		100 to 499	1	IN

Showing 1 to 2 of 2 entries.  [CSV](#)

ENROLLING IN E-Verify IS EASY! WANT TO LEARN MORE?

[E-Verify ENROLLMENT](#)

Last Updated Date: 04/01/2022

[Return to top](#)

[Home](#) [Employers](#) [Employees](#) [About E-Verify](#) [myE-Verify](#)

E-Verify.



[E-Verify Contact Center](#)



E-VERIFY.gov
An official website of the U.S. Department of Homeland Security

National Terrorism Advisory System



My Company Profile

Company Information

Company Name

Bloomerang, LLC

Company ID

██████████

Employer ID Number

██████████

DUNS Number

NAICS Code

519

Subsector

Other Information Services

Doing Business As (DBA)

Enrollment Date

01/24/2022

Unique Entity Identifier (UEI)

Total Number of Employees

100 to 499

Sector

Information

[Edit Company Information](#)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Bloomerang, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>Bloomerang</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>5724 Birtz Road</p> <p>6 City, state, and ZIP code</p> <p>Indianapolis, IN 46216</p> <p>7 List account number(s) here (optional)</p>
	<p>Requester's name and address (optional)</p>

<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later.</p> <p>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</p>	<p>Social security number</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> <td style="width: 20px;"> </td> </tr> </table> <p style="text-align: center;">or</p> <p>Employer identification number</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td style="width: 20px;">4</td> <td style="width: 20px;">6</td> <td style="width: 20px;">-</td> <td style="width: 20px;">0</td> <td style="width: 20px;">7</td> <td style="width: 20px;">0</td> <td style="width: 20px;">7</td> <td style="width: 20px;">0</td> <td style="width: 20px;">8</td> <td style="width: 20px;">5</td> </tr> </table>											4	6	-	0	7	0	7	0	8	5
4	6	-	0	7	0	7	0	8	5												

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Steve Isom</i>	DocuSigned by:	Date ▶ 1/8/2022
------------------	--	----------------	-----------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Certificate Of Completion

Envelope Id: BCA97EF505204ADF9DBD00AD11D1B6A7
 Subject: Please DocuSign: CM3186 - Bloomerang - Donor Management Platform- \$3,310.60
 Source Envelope:
 Document Pages: 22 Signatures: 18
 Certificate Pages: 6 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed
 Envelope Originator:
 Tonya Wood
 twood@nassaucountyfl.com
 IP Address: 50.238.237.26

Record Tracking

Status: Original Holder: Tonya Wood Location: DocuSign
 7/20/2022 3:24:48 PM twood@nassaucountyfl.com

Signer Events

Corey Poore
 cpoore@nassaucountyfl.com
 IT Manager
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
 Using IP Address: 50.238.237.26

Timestamp

Sent: 7/20/2022 3:58:40 PM
 Viewed: 7/20/2022 5:00:41 PM
 Signed: 7/20/2022 5:01:12 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Lanaee Gilmore
 lgilmore@nassaucountyfl.com
 Procurement Director
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 7/20/2022 5:01:15 PM
 Viewed: 7/22/2022 4:15:04 PM
 Signed: 7/22/2022 4:15:22 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Tracy Poore
 tpore@nassaucountyfl.com
 OMB Admin
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)

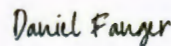


Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 7/22/2022 4:15:25 PM
 Viewed: 7/22/2022 4:28:38 PM
 Signed: 7/22/2022 4:30:08 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Daniel Fanger
 dfanger@nassaucountyfl.com
 Asst. OMB Director
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
 Using IP Address: 50.238.237.26

Sent: 7/22/2022 4:30:14 PM
 Viewed: 7/25/2022 1:48:07 PM
 Signed: 7/25/2022 1:48:36 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/12/2022 8:21:25 AM
 ID: a674f252-535e-4d30-a29b-ba05d6cf52ef

Signer Events	Signature	Timestamp
<p>chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>chris lacambra</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 7/25/2022 1:48:39 PM Viewed: 7/25/2022 1:55:29 PM Signed: 7/25/2022 1:55:36 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 7/25/2022 1:55:40 PM Viewed: 7/25/2022 1:57:58 PM Signed: 7/25/2022 1:58:24 PM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 7/25/2022 1:58:28 PM Viewed: 7/25/2022 2:59:38 PM Signed: 7/25/2022 2:59:53 PM</p>
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Clerk Finance received</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 7/25/2022 2:59:57 PM Viewed: 7/26/2022 9:57:35 AM Signed: 7/26/2022 9:57:47 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>		

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

<p>Clerk Admin ClerkServices@nassaucountyfl.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; font-size: 1.2em;">COPIED</div>	<p>Sent: 7/26/2022 9:57:51 AM Viewed: 7/26/2022 11:31:07 AM</p>
---	---	---

Carbon Copy Events	Status	Timestamp
RLS Distro RLSDistribution@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/26/2022 9:57:51 AM
Procurement Staff procurementstaff@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/26/2022 9:57:52 AM
Tonya Wood twood@nassaucountyfl.com Administrative Coordinator Nassau County Board of County Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/26/2022 9:57:53 AM Resent: 7/26/2022 9:57:57 AM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	7/20/2022 3:58:40 PM
Certified Delivered	Security Checked	7/26/2022 9:57:35 AM
Signing Complete	Security Checked	7/26/2022 9:57:47 AM
Completed	Security Checked	7/26/2022 9:57:53 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.