

CS-22-140

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.

CM3344

GENERAL INFORMATION

Requesting Department: Libraries
Contact Person: Dawn Bostwick or Claire Shepherd
Telephone: (904) 530-6501 or 530-6503 Fax: () Email: dbostwick@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Creative Empire, LLC d/b/a Mango Languages
Address: 30455 Northwestern Hwy. Suite 300 Farmington MI 48334
City State Zip
Contractor's Administrator Name: Sydney Felmet Title: Customer Success Manager
Telephone: (231) 445-3409 ext 892 Fax: Email: Svdnev.felmet@mangolanguages.com

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

Authorized Signatory Name: Steve Perakis, CFO
Authorized Signatory Email: steve.perakis@mangolanguages.com

CONTRACT INFORMATION

Contract Name: MANGO Languages Library Edition Software Subscription
Description: 12-month software subscription Library Edition 70+ Foreign & 30+specialty courses
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.
Total Amount of Contract: \$12,058.20 (3YR-Term) (\$4,019.40 per year)
APPROXIMATE IF NECESSARY
Source of Funds: County State Federal Other Account: 01711571-554000

Authorized Signatory: Taco E. Pope, AICP
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 12/31/2025 Termination/Cancellation: 12/31/2025

Status: New Renew Amend# WA/Task Order Supplemental Agreement
How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes 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. Julie Cannavino 2/21/2023
Department Head/Contract Manager Date
2. Annex Holman 2/22/2023
Procurement Date *JH* 2/21/2023
3. devis lacambra 2/22/2023
Office of Mgmt & Budget Date
4. Denise C. May 3/2/2023 *DJ* 2/24/2023
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Tao E. Popey AICP 3/2/2023
County Manager Date

CM3344 *RLB2023-835**g*
2/21/2023

Mango Languages Library Edition Terms of Service

These Library Edition Terms of Service (this "Agreement") are made and entered into as of the date of the Library's execution of this Agreement (the "Effective Date"), between Nassau County BOCC on behalf of Nassau County Public Libraries ("Library"), and Creative Empire LLC, d/b/a Mango Languages, a Michigan limited liability company ("Mango").

1. **SERVICES; TERM.** Subject to the satisfaction of the terms and conditions of this Agreement and solely during the Term and any Successor Term(s), if applicable, Mango shall provide Library access to certain services identified as Library Edition. Library Edition shall include the current version of Mango Conversations courses included in the Library Edition and all included supplemental content, activities, and exercises included in the Mango Conversations courses that are part of the Library Edition for all language offerings as of the Effective Date, and shall also include any new languages, courses or updates made to Library Edition from time to time (collectively, "Services"). The term of this Agreement shall commence on 01/01/2023 and end on 12/31/2025 (the "Initial Term"). The Initial Term shall automatically be extended for successive one (1) year terms (each, a "Successor Term") unless either party provides written notice to the other party not less than thirty (30) days prior to the end of the Initial Term or Successor Term, as applicable, of its intent not to extend the term. During any such Successor Terms, all terms and conditions of this Agreement shall remain in full force and effect unless modified in writing by the parties.

2. **PAYMENT.** Library shall pay Mango \$4,019.40 annually, (\$12,058.20 in total), upon receipt of each annual invoice from Mango for the Services during the Initial 3 Year Term (the "Initial Payment Amount"). Library shall pay Mango the Initial Payment Amount within 45 days of Library's receipt of each properly formatted invoice for the annual amount of the Services, which shall be sent by Mango to Library each year during the Initial Term. The Initial Payment Amount shall be payable by check, wire transfer, or other immediately available funds. Prior to the commencement of each Successor Term(s), Library and Mango shall agree upon the amount Library shall pay Mango for the upcoming Successor Term (the "Successor Payment Amount"), and Library shall pay Mango the Successor Payment Amount within 45 days of the date of Mango's invoice for the Services for the Successor Term. The Successor Payment Amount shall be payable by check, wire transfer, or other immediately available funds. Notwithstanding the foregoing, all payments shall be made pursuant to Section 218.70 Florida Statutes, Florida Prompt Payment Act.

3. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SERVICES PURCHASED BY LIBRARY FROM MANGO ARE PROVIDED "AS IS". MANGO DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. To the maximum extent permitted by applicable law, neither Mango nor its licensors or distributors shall be liable to the Library for any lost profits, cost of substitute goods or services, or any form of indirect, special, incidental, consequential or punitive damages from any causes of action arising with respect to the Services that Library purchases from Mango, whether arising in tort (including negligence), contract, strict liability or otherwise, whether or not such party has been advised of the possibility of such damage. In no event shall Mango's aggregate liability under this Agreement exceed the amount actually paid by Library for the applicable Services.

4. **WEB-SITE/SOFTWARE ACCESS.** To the extent that any Services are accessed through Mango's website or software programs (collectively "Website"), Mango hereby grants the Library's Authorized Users a limited license to access and make use of such Services. "Authorized Users" means users who are registered borrowers of the Library, those that are walk-ins, and those who are remote users accessing the Services through the Library's website. Library will make reasonable efforts to protect Mango's proprietary information (including but not limited to Mango's intellectual property and other similar Content (as defined below)), will promptly notify Mango if Library discovers there is unauthorized use of Mango's Services, and will cooperate with Mango to mediate the situation.

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Mango Languages Library Edition Terms of Service

5. **WEB-SITE LICENSE AND CONDITIONS.** As a condition of the Website license granted in paragraph 4 above, Library agrees:
- a. not to download or modify any part of the Website, except with the express and prior written consent of Mango;
 - b. not to download or copy any account information for the benefit of another merchant;
 - c. not to resell or make any commercial use of the Website or its Content;
 - d. not to reproduce, duplicate, copy, sell, resell or otherwise exploit the Website for any commercial purpose without the express written consent of Mango;
 - e. not to make any derivative use of the Website or its Content;
 - f. not to frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Mango except for the purposes of this Agreement and for promoting the Services;
 - g. not to use any meta tags or any other "hidden text" utilizing the Mango name or trademarks without the express written consent of Mango;
 - h. While Mango attempts to ensure that its Website is normally available 24 hours a day, Mango shall not be liable if for any reason its Website is unavailable at any time or for any period; provided however, that Mango shall use its best efforts to provide adequate capacity and bandwidth to support the Library's needs and provide service on a 24 hour basis except for routine maintenance (for which the Library is pre-notified). In the event that Mango fails to provide such service for five days within a 30 day period, Mango shall provide a pro rata refund for the 30 day period in question;
 - i. Access to Mango's Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Mango's control;
 - j. Certain Content, including without limitation Mango Movies Library Edition, may be owned by Mango and/or its licensors. Library therefore acknowledges and agrees that such Content may be added, removed or unavailable from time to time during the Initial Term or any Successor Term (the "Unavailability"), and such Unavailability shall not be deemed breach of this agreement by Mango.
 - k. Neither the Library nor any of its Authorized Users shall show any Content, including without limitation any video clips or movies which are included in the Contents, to any public group or other third parties who are not Authorized Users, and Library and its Authorized Users shall abide by all Movie Regulations listed at <https://mangolanguages.com/legal/movie-regulations/>; and
 - l. Both Library and its Authorized Users may deny or revoke their consent for Mango to use any of its/their Personal Data at any time as allowed by data protection law. However, both Library and its Authorized Users acknowledge that any such denial or revocation of consent may materially degrade, or in some cases even entirely prevent, Library or Authorized Users' ability to access and/or use all of Mango's software, functions, or features;
 - m. Any rights not expressly granted in these terms are reserved.

6. **INDEMNIFICATION.** Mango and the Library agree to indemnify, defend and hold one another, and all of their respective members, directors, officers, employees, attorneys and agents (collectively, "Agents") harmless from and against any loss, claim, judgment, liability, damage, action or cause of action (including reasonable attorneys' fees and court costs) arising out of or in connection with (a) a third party claim that the Library's possession and/or use of the Services infringe or misappropriate the patent, copyright, trademark or other intellectual property rights of a third party, or (b) the negligence or willful misconduct of either Mango or the Library or their respective Agents with respect to any obligation, term or condition of this Agreement. Nothing herein shall be construed as a waiver of Nassau County Florida's sovereign immunity pursuant to Section 768.28, Florida Statutes.

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Mango Languages Library Edition Terms of Service

7. **SUPPORT.** Mango shall support the Library by responding to emails and phone calls from the Library. Mango shall make reasonable efforts to respond to all customer support issues during normal business days between the hours of 9 a.m. and 7 p.m. Eastern Time, Monday through Thursday, and 9 a.m. and 5 p.m. Eastern Time on Fridays.

8. **UPDATES.** Mango shall from time to time update Library Edition at Mango's sole and absolute discretion. The Library shall only receive updates to the Library Edition, and any changes or enhancements to Mango's consumer edition and/or other editions will not necessarily be made to the Library Edition.

9. **ACCESS.** Mango intends to provide Authorized Users unlimited access to the Mango Library Edition. In the event that the Library's Authorized Users exceed what Mango deems reasonable usage during the term of this Agreement (i.e., Mango determines that usage of the Website and Services is being excessively abused by a particular user id and password), Mango shall assume that either the number of cardholders in the Library was grossly underestimated or there is piracy of Mango's Service from outside sources. Under such circumstances, Mango reserves the right to restrict or limit access to the Services and/or the Website. In the event of such circumstances, Mango shall make every effort to provide notice to and cooperate with Library prior to Mango's restriction or limitation of access to its Website and Services.

10. **INTELLECTUAL PROPERTY.** All materials on the Mango Website or accessible as part of the Services, including without limitation, text, images, logo, software, audio content and video clips, databases, e-mails, and posted comments and reviews (collectively, the "Content") are owned or controlled by Mango and/or its licensors, who retain all right, title, and interest in and to the Content. The Website and Content are protected by the copyright and trademark laws of the United States and other countries, international conventions, and other applicable laws. Library shall use all reasonable efforts to ensure that all Authorized Users are appropriately notified of the importance of respecting Mango's intellectual property rights.

11. **LICENSE OF LIBRARY'S TRADEMARKS.** Library agrees to grant Mango a non-exclusive, non-transferable, royalty-free, right and license, solely during the Initial or any Successor Terms of the Agreement, to reproduce, display, and otherwise use the trademarks, service marks, logos, and trade names of Library solely in connection with the advertising and promotion of Mango's language learning business.

12. **APPLICABLE LAW; JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding any conflicts of law provisions. The parties hereto agree to submit any suit arising under or relating to this Agreement to any state court of competent jurisdiction located in Nassau County, Florida, and the parties hereto waive any objection to submitting to the personal jurisdiction and venue therein.

13. **FORCE MAJEURE.** Neither party hereto shall be deemed in default of this Agreement to the extent that performance of its obligations under this Agreement (other than any payment obligations) are delayed or prevented solely by supervening conditions beyond a party's reasonable control, including without limitation natural disasters, war, terrorism, strikes, power outages, internet connectivity outages, labor disputes, and government demands or requirements (each, a "Force Majeure"), provided that such party gives the other party written notice thereof within fifteen (15) days of its discovery of a Force Majeure that prevents the performance of its obligations under this Agreement (other than any payment obligations). The time for performance shall be extended for a period equal to the duration of the Force Majeure, not to exceed six (6) months.

14. **INTENTIONALLY OMITTED.**

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Mango Languages Library Edition Terms of Service

15. GENERAL. This Agreement constitutes the entire agreement between Mango and the Library regarding the subject matter hereof, supersedes all prior or contemporaneous agreements, understandings or negotiations between Mango and the Library, whether written or oral, regarding the subject matter hereof, and may be amended, modified or waived only by a writing signed by Mango and Library. Mango explicitly disclaims and rejects any terms and conditions (including external links to terms and conditions) that may be included on a purchase order or similar document issued by Library and those terms shall have no effect on the parties. The parties hereto represent and warrant to the other party that they each have the right power, and authority to enter into and fully perform its obligations under this Agreement and have obtained all necessary licenses, permissions, and consents to fulfill their respective obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, but only Mango may assign any of its rights or obligations under this Agreement upon written notice and approval by Library (which approval shall not be unreasonably withheld, conditioned or delayed). Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. In the event that any provision of this Agreement shall be held to be void or unenforceable by any competent court or tribunal, the remaining provisions of this Agreement shall continue in full force and effect. No failure or delay by either Party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right or power hereunder. This Agreement may be executed in counterparts (including counterparts delivered via facsimile or other electronic transmission), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

16. NON-APPROPRIATION OF FUNDS. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, Library shall immediately notify Mango of such occurrence and this Agreement shall terminate on the last day of the fiscal year for which the appropriation was made without penalty or expense to the Library of any kind whatsoever. To the extent Mango has delivered equipment or performed Services prior to the last day of the fiscal year for which the appropriation was made, Library shall be liable for such equipment or Services.

17. PUBLIC RECORDS. The Library is a public agency subject to Chapter 119, Florida Statutes. **IF MANGO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MANGO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, MANGO MAY 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 Mango is providing Services to Library, and pursuant to Section 119.0701, Florida Statutes, Mango shall:

- a. Keep and maintain public records required by the public agency to perform the Services.
- 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 Agreement term and following completion of the Agreement if Mango does not transfer the records to the public agency. Should the Library face any legal action to require or enforce inspection or production of any records provided by Mango to the Library which Mango maintains are exempt or confidential from such inspection/production as a public record, Mango agrees to indemnify the Library

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Mango Languages Library Edition Terms of Service

for all damages and expenses, including attorney's fees and costs. Mango shall hire and compensate attorney(s) to represent Mango and the Library in defending such action. Mango shall pay all costs to defend such action and any costs and attorneys fees awarded pursuant to Section 119.12, Florida Statutes.

d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of Mango or keep and maintain public records required by the public agency to perform the Services. If Mango transfers all public records to the public agency upon completion of the Agreement, Mango shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Mango keeps and maintains public records upon completion of the Agreement, Mango 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, to the extent possible based on Mango's then-current technology. Notwithstanding anything to the contrary in this Agreement, Mango may retain electronic copies of all of the Library's records including, without limitation, public records, that are stored in accordance with Mango's standard archival backup procedures so long as the records remain subject to the terms of this Agreement until such time as the records are permanently destroyed in accordance with such procedures.

e. E-VERIFY. Mango must comply with Florida Statutes 448.095, by using the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Mango to work in Florida who will provide Services to the Library during the term of this Agreement. Additionally, if Mango uses subcontractors to perform any portion of the work under this Agreement, Mango 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 under this Agreement. 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. Mango further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Library or other authorized entity consistent with the terms of Mango's enrollment in the program. This includes maintaining a copy of proof of Mango's and subcontractors' enrollment in the E-Verify program. If Mango enters into a contract with a subcontractor, the subcontractor must provide Mango with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Mango shall maintain a copy of such affidavit for the duration of the Agreement. Compliance with the terms of the E-Verify program provision is made an express condition of this Agreement and the Library may treat a failure to comply as a material breach of the Agreement. If the Library terminates the Agreement pursuant to Florida Statutes 448.095(2)(c), Mango may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated and Mango is liable for any additional costs incurred by the Library as a result of the termination of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.



Mango Languages Library Edition Terms of Service

Library:

Nassau County BOCC

Signature: Taco E. Pope AICP

Name: Taco Pope

Title: County Manager

Mango:

Creative Empire LLC, d/b/a Mango Languages

Signature: [Handwritten Signature]

Name: Steve Perakis


Title: CFO

EXHIBIT "A"
CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Creative Empire LLC d/b/a Mango Languages (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of Mango Languages (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

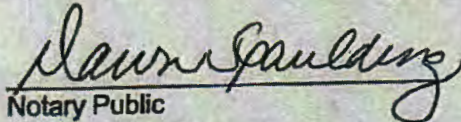


Print Name: Steve Perakis, Chief Financial Officer

Date: January 5, 2022

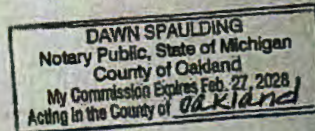
STATE OF ~~FLORIDA~~ MICHIGAN
COUNTY OF OAKLAND

The foregoing Instrument was acknowledged before me by means of physical presence or online notarization, this 1/12/22 (Date) by Steve Perakis (Name of Officer or Agent, Title of Officer or Agent) of Mango Languages (Name of Contractor Company Acknowledging), a Michigan (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced MI Driver License as identification.


Notary Public

Dawn Spaulding
Printed Name

My Commission Expires: 2/27/28





Company ID Number: 974724

Approved by:

Employer creative empire llc	
Name (Please Type or Print) steve g perakis	Title
Signature Electronically Signed	Date 05/25/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/25/2016



Company ID Number: 974724

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	creative empire llc
Company Facility Address	30445 Northwestern Highway Suite 300 Farmington Hills, MI 48334
Company Alternate Address	
County or Parish	OAKLAND
Employer Identification Number	200767000
North American Industry Classification Systems Code	511
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 974724

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Lisa L DeClercq
Phone Number (248) 254 - 7450 ext. 816
Fax Number (248) 254 - 7426
Email Address lisa.declercq@mangolanguage.com

Name Michael Goulas
Phone Number (248) 254 - 7450 ext. 806
Fax Number (248) 254 - 7426
Email Address mike.goulas@mangolanguage.com

Name steve g perakis
Phone Number (248) 254 - 7450 ext. 823
Fax Number (248) 254 - 7425
Email Address steve.perakis@mangolanguage.com



CREAEMP-01

BCASBAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/2/2022

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.

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: Rockbridge Insurance Group, 36800 Woodward Ave. Ste 325, Bloomfield Hills, MI 48304. CONTACT NAME, PHONE (248) 839-5900, FAX (248) 839-5973, E-MAIL ADDRESS: info@rockbridgeinsurance.com. INSURER(S) AFFORDING COVERAGE: ACE Fire Underwriters Ins Co (20702), Great Northern Insurance Co. (20303), ACE Property & Casualty Ins.Co (20699), Chubb National Insurance Co (10052), Ace American Insurance Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows A (Commercial General Liability), B (Automobile Liability), C (Umbrella Liability), D (Workers Compensation and Employers' Liability), E (Tech Professional Liab).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) If required by written contract with the Named Insured and subject to the insurance policy(ies), Certificate Holder is Additional Insured for General Liability.

CERTIFICATE HOLDER: Nassau County Board of 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.

AGENCY CUSTOMER ID: CREAEMP-01

BCASBAR

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Rockbridge Insurance Group		NAMED INSURED Creative Empire LLC 30445 Northwestern Hwy Ste 300 Farmington Hills, MI 48334-3102	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Named Insured
DBA Mango Languages
Mango IP Holdings, LLC

DATE
2/21/2023

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS

96135 Nassau Place Suite 1
Yulee, FL 32097

VENDOR NAME/ADDRESS
CREATIVE EMPIRE, LLC
DBA/ MANGO LANGUAGES
6689 ORCHAD LAKE RD #301

DEPARTMENT
Libraries

REQUESTED BY
C. Shepherd

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE	STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
17883		01711571-554000		Standard PO	CM3344
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	
	SOFTWARE SUBSCRIPTION LIBRARY	1.00	\$ 4,019.40	\$ 4,019.40	01711571-554000
	EDITION 70+ FOREIGN LANGUAGES AND			\$ 0.00	
	30+ SPECIALTY COURSES			\$ 0.00	
				\$ 0.00	
				\$ 0.00	
				\$ 0.00	
	CM3344			\$ 0.00	
	1ST YR OF 3YR CONTRACT			\$ 0.00	
				\$ 0.00	
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				\$ 0.00	
				\$ 0.00	

ORIGINAL - FINANCE
COPY - DEPARTMENT

Shipping \$ 0.00
Total \$ 4,019.40

Department Head
I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.
Julie Cannavino 2/21/2023

Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.)
I attest that, to the best of my knowledge, funds are available for payment.
Chris Lacambra 2/22/2023

Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.)
I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.
Travis Adams 2/22/2023

County Manager (signature required if over Department Head signature authority or \$5,000, whichever is less.)
I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.
Tara E. Pope AICP 3/2/2023

Clerk: _____
Date: _____
3/2/2023

Non-Competitive Justification Form (Exemptions / Sole Source / Single Source)

Date:	<u>November 14, 2022</u>	Project:	<u>Software Subscription</u>
Vendor Name:	<u>Creative Empire dba Mango Languages</u>	FY Cost:	<u>\$4019.40</u>
Address:	<u>30435 Northwestern Hwy, Farmington, MI 48334</u>	Total Cost:	<u>\$12,058.20 (3YR Term)</u>
Phone:	<u>877-626-4611</u>	Account:	<u>01711571-554000</u>
Contact Name:	<u>Sydney Felmet, Customer Success Manager</u>		

Description of Goods and/or Services:

Software Library Edition Subscription: 70+ foreign languages & 30+ specialty courses online accessSource of Funds: County State Federal Other _____

Check one (1) of the following choices:

- Exempt purchase: Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
- Communications including Internet Service and Newspaper Ads (5.2 – Nassau County Purchasing Policy)
- Publications (5.3 – Nassau County Purchasing Policy Exemption)
- Real Property- purchase, lease, or rental (5.4 – Nassau County Purchasing Policy)
- Lodging and Transportation (5.5 – Nassau County Purchasing Policy)
- Other Professional Services not defined by F.S. 287.055 (5.8 – Nassau County Purchasing Policy)
- 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. (Attach letter from the vendor)
- Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the manufacturer of product). Were alternatives evaluated? Yes (If yes, explain why alternatives are unacceptable) No (If no, explain why alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

Creative Empire, LLC dba/Mango Languages is the sole/single and exclusive owner of all rights to the software and related services.

Department Head/Managing Agent -I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.

Julie Cannavino

2/21/2023

Procurement Director -I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.

Thomas Adams

2/22/2023

Office of Management and Budget Director - 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.

devis lacambra

2/22/2023

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

Thao E. Poppy A.I.C.P.

3/2/2023



Creative Empire LLC (DBA Mango Languages) Sole Source Letter

11/01/2022

25 N. 4TH ST.
FERNANDINA BEACH, FL 32034
United States

Re: Sole Source & Ownership

To Whom it May Concern:

This letter hereby confirms that Creative Empire, LLC, d/b/a Mango Languages ("Mango") and/or its licensors own all right, title and interest in and to the software and related services, all as described below.

Mango Conversations:

Mango's affiliate, Mango IP Holdings, LLC ("Holdings"), is the sole and exclusive owner of all right, title, and interest, including intellectual property rights, in and to the software and related services (the "Services"), except as described below. Holdings granted to Mango a worldwide, non-exclusive, royalty-free, sub-licensable and perpetual license to use the Services in furtherance of Mango's business.

Each subscription includes the following unique features:

- 70+ foreign language courses, 19 ESL courses
- International streaming films through Mango Movies
- Lots of specialty courses to meet the needs of your diverse patron base
- Remote, unlimited access
- Free mobile apps
- Detailed usage statistics in the Mango Admin Portal
- Live training for you and your staff
- Plenty of marketing and promotional resources for your library and website
- Your very own client care representative who can't wait to help you get the most out of your subscription
- A listing on FindMango.com, dedicated to driving traffic to your library
- Automatic access to any new content added to the subscription package purchased during the life of your subscription

Mango Languages' cutting-edge language-learning methodology, Intuitive Language Construction

Intuitive Language Construction is designed to simulate the way people learn a foreign language when actually immersed in everyday, practical conversation. Furthermore, the organic style of Mango's system allows users to build upon what they've learned as they progress. Intuitive Language Construction presents material in a way in which users are able to quickly learn – and successfully retain – new vocabulary, while simultaneously internalizing the grammatical structure of the language. The goal of the system is to provide users with the ability to easily and intuitively construct thoughts and ideas in their language of study. Each Mango lesson incorporates four key learning components.



Creative Empire LLC (DBA Mango Languages) Sole Source Letter

1. The first key component of our program is **Vocabulary**. Mango's goal is to teach the user words they will actually use. Our program therefore focuses on words and phrases that hold the most value for engaging in common, real-life situations for each specific language and culture. Rather than simply providing a vocabulary list, words are introduced and taught in conversation, thereby helping the users understand the context in which the word or phrase would be used.
2. Mango's second key component is **Pronunciation**. Since we consider proper pronunciation guidance to be an essential part of the learning experience, Mango carefully selects professional voice talents from around the globe to provide users with high-quality, crystal-clear audio. We also take effort to ensure that our voice talents speak in a standard, commonly-accepted dialect, providing users with the best possible baseline on which to model their own pronunciation. Mango also provides two pronunciation speeds for everything taught in our courses: a normal, conversational speed and a slower speed, in which every syllable is clearly enunciated. Mango also offers a Voice Comparison recording tool for additional pronunciation help.
3. The third key component of Mango's program is **Grammar**. Grammar instruction is at the core of what makes the Intuitive Language Construction methodology truly unique. Since each lesson is based on actual conversation, Mango users are constantly learning about grammar and sentence structure, at the same time that they're learning vocabulary and pronunciation. Critical thinking exercises are incorporated throughout the program, challenging the user to build upon what they have already learned to form new phrases and questions.
4. The fourth, and perhaps most unique, key feature of Mango's learning system is **Culture**. Unlike most of our competitors, Mango integrates cultural insights into our program, ensuring that users develop an understanding of the expectations, customs, and etiquette of the culture they are studying. This understanding helps users navigate the most appropriate language to use in particular situations and with different audiences.

Mango's curriculum for the learning path from beginner to advanced proficiency

The Mango Languages curriculum mirrors the needs of the learner at each stage of their learning journey. We start with vocabulary and grammar structures that are relevant for most beginning learners (e.g. greetings, introductions, small talk, asking for help), which then evolves with each chapter to something that allows learners to do more and more with the language (from dealing with money, asking for directions, describing people and places, expressing thoughts and feelings to functioning in the target country as an expat if needed).

Mango Movies: (full-length featured international films and more)

Movies are by purpose and design, both entertaining and fun. They are engaging and allow viewers an inside look at the culture of a people: their social norms, ideals, idiomatic expressions, humor, intra-cultural differences, etc. Mango Movies takes the rich cultural input of film and uses it as a medium to teach students language and cultural lessons. Mango Movies features multiple modes for viewing a film or TV episode: Movie Mode, which allows the viewer to watch the movie uninterrupted with their choice of subtitles, (English, foreign language, or "Mangofied" subtitles, which use both English and foreign language subtitles linked together by our Mango colored-coded semantic mapping system) and Engage Mode, which breaks the viewing experience into smaller chunks or "episodes", which are then broken down into "scenes", in which the interactive language and cultural learning takes place.

**MANGO**

Creative Empire LLC (DBA Mango Languages) Sole Source Letter

Product Features

Semantic Color Mapping

Mango Languages' proprietary Semantic Color Mapping feature allows users to easily understand how the grammatical structure of their native language corresponds to that of their target language. Using the color mapping, users can intuitively start to understand sentence structure along with word order. This allows users to easily map word definitions from their native language to their new language.

Showing the relations between words in source and target language also builds strong metalinguistic awareness, specifically semantic language skills (by showing relations, ambiguities, and absences of correlations, students learn to understand and appropriately use words, phrases, or longer units in the correct meaning) as well as syntactic knowledge and awareness (intuitively understanding the rules that govern word order).

Culture Notes

Unlike most of our competitors, Mango Languages integrates cultural insights into our lessons, ensuring that users develop an understanding of the expectations, customs, and etiquette of the culture they are studying. This understanding helps users navigate the most appropriate language to use in particular situations and with different audiences.

Grammar Notes

Grammar instruction is at the core of what makes Mango Languages' intuitive language construction methodology truly unique. Since each lesson is based on actual conversation, users are constantly learning about grammar and sentence structure, at the same time they are learning vocabulary and pronunciation. Critical-thinking exercises are incorporated throughout the program, challenging users to build upon what they have already learned in order to form new grammatically correct phrases and questions. Language-specific grammar insights are also provided where further explanation is deemed helpful. Mango Languages' Grammar Notes are written with the intent that a layperson is able to understand them.

Pronunciation practice

Every single word the learner sees is interactive, providing phonetic prompts as well as slower, more articulated audio for honing authentic accents.

The pronunciation pop-ups show the user how to pronounce a word in terms they understand. Rather than IPA, Mango uses an approximation in the learner's own language to ensure that all users can utilize these pronunciation aids, even those that do not know how to read the International Phonetic Alphabet.

Mobile Apps

Auto play: (Mango Languages' hands-free, mobile audio solution)

All Mango Languages mobile applications also provide an Auto play feature that is built into the app. This feature is designed to help the learner who prefers a hands-free audio language-learning experience. Auto play offers continuous learning without the need to swipe in order to get to the next slide in the lesson. Users can take advantage of the feature to learn on the go, wherever they are. Auto play is offered for the core learning experience for all languages and dialects, and can be used in both online and offline modes.



Creative Empire LLC (DBA Mango Languages) Sole Source Letter

Mango Mobile Apps (Unique's related to Mirrored to the Desktop Experience & Offline Usage)

Mango Languages' mobile apps have the same core learning content and core learning features as the online program. Applications do not require an internet connection once the lessons have been downloaded to a device. Offline usage is uploaded and progress is synced to the user's account once the user is re-connected to the internet.

Please let us know if you have any questions or need additional information.

Sincerely,

Creative Empire, LLC, dba Mango Languages
Sydney Felmet
Authorized Representative

Certificate Of Completion

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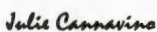
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 Claire Shepherd
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Julie Cannavino
 jcannavino@nassaucountyfl.com
 Nassau County
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 Signature Adoption: Pre-selected Style
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Tracy Poore
 tpoores@nassaucountyfl.com
 OMB Admin
 Nassau County BOCC
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chris lacambra
 clacambra@nassaucountyfl.com
 OMB Director
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)


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

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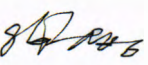
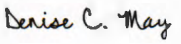


Electronic Record and Signature Disclosure:
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Lanaee Gilmore
 lgilmore@nassaucountyfl.com
 Procurement Director
 Nassau County BOCC
 Security Level: Email, Account Authentication (None)


 Signature Adoption: Pre-selected Style
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Signer Events	Signature	Timestamp
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<p>Steve Perakis steve.perakis@mangolanguages.com CFO Mango Languages Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/28/2023 2:25:59 PM ID: 9b191fb8-809a-443e-8645-4b073db0116a</p>	 Signature Adoption: Drawn on Device Using IP Address: 97.70.141.139	<p>Sent: 2/24/2023 2:23:22 PM Viewed: 2/28/2023 2:26:00 PM Signed: 3/2/2023 2:55:00 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>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	<p>Sent: 3/2/2023 2:55:07 PM Viewed: 3/2/2023 2:56:04 PM Signed: 3/2/2023 2:56:22 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>	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26 Signed using mobile	<p>Sent: 3/2/2023 2:56:28 PM Viewed: 3/2/2023 3:06:10 PM Signed: 3/2/2023 3:06:23 PM</p>
<p>Clerk Finance boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	<p>Sent: 3/2/2023 3:06:33 PM Viewed: 3/2/2023 3:12:13 PM Signed: 3/2/2023 3:13:43 PM</p>
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Notary Events	Signature	Timestamp
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Completed	Security Checked	3/2/2023 3:13:43 PM

Payment Events	Status	Timestamps
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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..

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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>.

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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.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- 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.