

BOCC CONTRACT APPROVAL FORM

CONTRACT TRACKING NO.
CM3822

SECTION 1 - GENERAL INFORMATION

Requesting Department: Public Works/ Road Department Contact Person: Tiffany Miller / Darren Marsh
Telephone: (904) 530-6137 Email: TMiller@Nassaucountyfl.com

SECTION 2 - VENDOR INFORMATION

Name: Syn-Tech Systems, Inc
Address: 100 Four Points Way
City: Tallahassee State: Florida Zip Code: 32305
Vendor's Administrator Name: Sara Fletcher Title: Marketing / Operations Manager
Telephone: (800) 888-9136 Email: Sara.dunlap@myfuelmaster.com

SECTION 3 - VENDOR AUTHORIZED SIGNATORY

Authorized Signatory Name: Sara Fletcher Title: Marketing / Operations Manager
Authorized Signatory Email: Sara.dunlap@myfuelmaster.com
(IDENTIFY WHO WILL SIGN THE CONTRACT ON BEHALF OF THE VENDOR. OFFICER/DIRECTOR WITH AUTHORITY TO BIND COMPANY.)

SECTION 4 - CONTRACT INFORMATION

Contract Name: Agreement and Addendum for FuelMaster Fuel Management System Super Extended Maintenance
Short Description of Product(s)/Service(s) Being Requested: Parts and support labor for both the Yulee yard and Hilliard yard FuelMaster (fueling system for fuel tanks) software and hardware components and free software/firmware updates.

(GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.)

Procured Method: Quotes ITB RFP RFQ Piggyback Exemption Sole Source Single Source
 Other: _____

Amount of Initial Contract Term: \$5,560.00
Amount of Renewal Options (if applicable): Year 1: _____ Year 2: _____
Year 3: _____ Year 4: _____

Total Amount of Contract (Initial Term + Renewal Options): \$5,560.00 (Estimate if necessary)
Account Number: 03404541-546020

Source of Funds: County State Federal Other: _____
County Authorized Signatory: BOCC Chairman County Manager
(IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC)

SECTION 5 - INSURANCE

Insurance Category: Category L Category M Category H Other: W/Cyber and Professional Liability
Risk Manager Initials: MM

SECTION 6 - AMENDMENT INFORMATION

Contract Tracking No: _____ Amendment No: _____
Type of Amendment: Renewal Time Extension with Increase Time Only Extension Additional Scope
 Supplemental Agreement Other: _____
Contract Amount with Previous Amendments: _____ Amount of this Amendment: _____
New Contract Amount including this Amendment: _____
Account Code Change From: _____ To: _____
County Authorized Signatory: BOCC Chairman County Manager
(IDENTIFY WHO WILL SIGN AMENDMENT ON BEHALF OF BOCC)

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

<u>Doug Podiale</u> Department Head/Contract Manager	<u>12/2/2024</u> Date	<u>Sarah Belmont</u> Procurement	<u>12/3/2024</u> Date
<u>Chris Lacambra</u> Office of Mgmt. & Budget	<u>12/3/2024</u> Date	<u>Denise C. May, Esq., BCS</u> County Attorney	<u>12/10/2024</u> Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL
[Signature] 12/10/2024
County Manager Date

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**ADDENDUM TO FUELMASTER FUEL MANAGEMENT SYSTEM SUPER
EXTENDED MAINTENANCE CONTRACT**

THIS ADDENDUM TO AGREEMENT (hereinafter "Addendum") is made by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter the "County"), and **SYN-TECH SYSTEMS, INC.**, a business having its primary business location at 100 Four Points Way, Tallahassee, Florida 32305 (hereinafter the "Vendor").

WITNESSETH:

WHEREAS, the Parties desire to enter into a FUELMASTER Fuel Management System Super Extended Maintenance Agreement (hereinafter "Agreement"); and

WHEREAS, the Parties likewise desire to amend certain terms and conditions of the Agreement as set forth in this Addendum.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties do agree to amend the Agreement as follows:

1. PAYMENT AND INVOICING.

No payment shall be made for services and/or materials without a proper County authorization. The Vendor shall submit a copy of all invoices to both the Public Works Director or designee at pwinvoices@nassaucountyfl.com and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the specifications and conditions of this Contract. Payment shall not be made until goods and/or services have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of services and/or materials by the County cannot be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. The Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

2. 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC**

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**RECORDS AT (904) 530-6090,
RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE,
SUITE 6, YULEE, FLORIDA 32097.** Under this Agreement, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County 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 the Vendor does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Agreement, 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 Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

A request to inspect or copy public records relating to the County's contract for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If the Vendor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

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If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent.

If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement. In reference to any public records requested under this Agreement, the Vendor shall identify and mark specifically any information which Vendor considers confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

3. NOTICES.

All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Agreement shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery

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service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County:
Nassau County Board of County Commissioners
Attn: Director of Public Works
45195 Musslewhite Road
Callahan, Florida 32011

Vendor:
Syn-Tech Systems, Inc.
Attn: Sara D. Fletcher
100 Four Points Way
Tallahassee, Florida 32305

4. INDEMNIFICATION.

The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Agreement. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Agreement.

5. INSURANCE.

The Vendor shall provide and maintain at all times during the term of this Agreement, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "A". The policy limits required are to be considered minimum amounts.

The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

6. E-VERIFY.

The Vendor shall comply with Section 448.095, Florida Statutes, 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 the Vendor during the term of this

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Agreement to work in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Agreement), the Vendor shall 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.

The Vendor shall 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 County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor 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 County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Agreement.

7. AUTHORITY TO BIND.

The Vendor represents and warrants that the Vendor's undersigned representative if executing this Agreement of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Agreement.

8. MISCELLANEOUS PROVISIONS.

All other terms and conditions of the Agreement shall remain the same and in full force and effect.

9. HUMAN TRAFFICKING AFFIDAVIT.

In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

10. ADVERTISING.

The Consultant shall not publicly disseminate, advertise or publish any information concerning this Contract without the County's prior written approval, including, but not limited to, mentioning the Contract in a press release or other promotional materials


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identifying the County or otherwise linking the County's name or description of this Contract in any mater published either in print or electronically.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by its duly authorized representatives, effective as of the last date below.

THE COUNTY:

NASSAU COUNTY

Signature:  _____

Print Name: Taco E. Pope, AICP, ICMA-CM

Title: Designee

Date: 12/10/2024

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May, Esq., BCS
DENISE C. MAY, County Attorney

VENDOR:

SYN-TECH SYSTEMS, INC.

Signature: Sara Fletcher _____

Print Name: Sara Fletcher

Title: Marketing/ Operations Manager

Date: 12/9/2024



Syntech Systems, Inc.
Toll Free 800.888.9136 | Phone 850.878.2558
100 Four Points Way, Tallahassee, FL 32305
MYFUELMASTER.COM

FUELMASTER® Fuel Management System
Super Extended Maintenance Agreement

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this date of 12/10/2024 at Tallahassee, Florida, by and between SYN-TECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

Nassau County Board of County Commissioners

1.This initial term of this agreement shall commence as of 03/01/2025 and shall continue for a term expiring 02/28/2026.

2.The FUELMASTER® Maintenance Agreement provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive. It covers parts and support labor for all FUELMASTER® components, both software and hardware and provides free upgrades to software/firmware, as required.

Maintenance Level	FMU/Serial Number	Cost
Super	FMU2500 S/N 6700 (Road & Bridge)	\$2,780.00
Super	FMU2500 S/N 16800 (Yulee)	\$2,780.00
Total		\$5,560.00

MULTIPLE YEARS OF MAINTENANCE MAY BE PURCHASED AT THE CURRENT RATE, BUT ALL YEARS MUST BE PURCHASED IN ADVANCE WITH ONE PAYMENT.

3.Syn-Tech Systems, Inc will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

4.Software updates will be provided free of charge upon request. The exception to this is for those systems operations with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance program will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or upgrade to the new software/firmware. Changes in hardware are not covered by this agreement.

5.Organizations under a super maintenance contract will be provided an email address and phone number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics 24 hours a day, 7 days a week. Service will include a Help Desk that allows the customer the ability to access FUELMASTER® technicians at all times. Please note that damage resulting from acts of

God (including equipment failures due to electrical surges and lightning damage) will be covered under this agreement.

6. After expiration of any warranty / previous maintenance period, STS will use a three-tier maintenance support system.

a. Level One: Customer must report problem by telephone to STS. Calls received after normal business hours or on federal holidays, will be answered within 1 hour after notification. Syn-Tech's Product Support Team will analyze the problem within 62 minutes of contact. The Product Support Team will diagnose software and hardware remotely with telephonic diagnostic tools. Product Support will assist the customer to diagnose and/or give corrective actions. Seventy-five percent of the problems received by Product Support are resolved at this level. If level One is ineffective in resolving the problem, Syn-Tech Systems, Inc. will move to Level Two service.

b. Level Two: Syn-Tech Systems, Inc. will send replacement parts to customer by the most expeditious means in support of Level One Maintenance. The customer will install the replacement parts, with telephonic assistance and direction from STS, provided that the customer may install them without special tools and within an estimated 30 minutes. The customer will be provided a prepaid shipping container for return of the defective part(s). The defective parts(s) must be returned within seven business days.

c. Level Three: If Levels One and Two are ineffective in resolving the problem, Syn-Tech Systems, Inc. will dispatch a FUELMASTER® technician and spare parts to the customer's site to effect repairs as required. The customer's system must be repaired within three (3) working days in the customer's United States after seven (7) days outside the continental United States after notification that a site visit is required. Notification begins 8:00am on the first normal business day after Level Three assistance is determined. If this occurs on a normal business weekend or a federal holiday, the time starts on the next business day. If any types of clearances are necessary to access the site, notification time will not begin until the appropriate clearances are obtained.

7. Please note that damages from user abuse, negligence, accidents, faulty installation or operation is not covered under the agreement. This agreement specifically excludes any indirect, special consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including printer, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech Systems, Inc. are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approved locations and is not transferable except by written permission of Syn-Tech Systems, Inc.

8. The County may, whenever the interests of the County so require, terminate this Agreement for the convenience of the County upon seven (7) days written notice to STS.

The parties of Syn-tech Systems, INC. and Nassau County Board of County Commissioners deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature)

(Date)

Sara Fletcher

12/9/2024

(Name)

Sara D. Fletcher

(Title)

Marketing Operation Manager

CUSTOMER:

(Signature)

(Date)



12/10/2024

(Name)

Taco E. Pope, AICP, ICMA-CM

(Title) Designee

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS



COMMERCIAL GENERAL LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – Employer's Liability Insurance	
Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Vendor/Contractor shall purchase and maintain at the Vendor/Contractor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Vendor/Contractor, including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Vendor/Contractor.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate – Project Specific Form	\$1,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

CYBER AND DATA SECURITY LIABILITY

This additional coverage will be required for all projects involving information technology services, software providers, programmers and similar exposures.

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor’s expense Cyber and Data Security Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Cyber and Data Security Liability insurance, the minimum amount of such insurance shall be as follows:

Technology Errors and Omissions Liability coverage	\$1,000,000
Media	\$1,000,000
Network and Data (Information) Security	\$1,000,000

Policy coverage must include Third Party Liability coverage.

Vendor/Contractor shall require each of his Sub-Vendor/Contractors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers’ Compensation and Employer’s Liability coverage and Automobile Liability insurance coverage meeting the same limit and requirements as the Vendor/Contractors insurance.

Certificates of Insurance and the insurance policies required for this Agreement shall contain –

- **Endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.**
 - **Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies).**
 - **CGL policy for construction related contracts –**
 - **Additional Insured Endorsement must include Ongoing and Completed**
 - **CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement or Amendment of Insured Contract Definition**
 - **CGL policy shall include broad form contractual liability coverage for the Contractors covenants to and indemnification of the Authority under this Contract**
- **Provision under General Liability, Auto Liability and Workers’ Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.**
- **Provision that policies, except Workers’ Compensation, are primary and noncontributory.**

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability, Environmental Liability and Workers’ Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of “Best’s Key Rating Guide’ (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Vendor/Contractor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Vendor/Contractor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Vendor/Contractor, in which event, Vendor/Contractor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Vendor/Contractor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Vendor/Contractors coverage based on the evidence of insurance provided by the Vendor/Contractor shall not be construed as a waiver by Nassau County Board of County Commissioners of Vendor/Contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Vendor/Contractors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Vendor/Contractor's right under any policy with higher limits, and no policy maintained by the Vendor/Contractor shall be construed as limiting the type, quality or quantity of insurance coverage that Vendor/Contractor should maintain. Vendor/Contractor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Vendor/Contractor or any Sub-Vendor/Contractor contains deductible(s), penalty(ies) or self-insured retention(s), the Vendor/Contractor or Sub-Vendor/Contractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Vendor/Contractor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.



Certificate Of Completion

Envelope Id: FD77ACFB-8DA1-4000-9C7C-C0F6F54B29E2

Status: Completed

Subject: Syn-Tech CM3822 \$5,560.00

Source Envelope:

Document Pages: 15

Signatures: 19

Envelope Originator:

Certificate Pages: 7

Initials: 5

Noami Davis

AutoNav: Enabled

ndavis@nassaucountyfl.com

Envelopeld Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Noami Davis

Location: DocuSign

12/2/2024 2:57:35 PM

ndavis@nassaucountyfl.com

Signer Events

Signature

Timestamp

Doug Podiak

dpodiak@nassaucountyfl.com

Facilities Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

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

Sent: 12/2/2024 3:54:28 PM

Viewed: 12/2/2024 4:06:35 PM

Signed: 12/2/2024 4:07:24 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tracy Poore

tpoore@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: 12/2/2024 4:07:27 PM

Viewed: 12/2/2024 4:57:50 PM

Signed: 12/2/2024 4:58:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

Sent: 12/2/2024 4:58:34 PM

Viewed: 12/2/2024 5:03:35 PM

Signed: 12/3/2024 9:49:47 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle Proctor

mproctor@nassaucountyfl.com

Risk Manager

Security Level: Email, Account Authentication
(None)

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

Sent: 12/3/2024 9:49:50 AM

Viewed: 12/3/2024 9:55:32 AM

Signed: 12/3/2024 9:55:47 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 174.228.167.168 Signed using mobile	Sent: 12/3/2024 9:55:51 AM Viewed: 12/3/2024 1:15:24 PM Signed: 12/3/2024 1:15:39 PM
Sara Fletcher Taylor.Fenior@myfuelmaster.com Extended Maintenance Specialist Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/9/2024 11:45:17 AM ID: e79e40bc-50bd-429a-8281-c2954f24afde	 Signature Adoption: Pre-selected Style Using IP Address: 63.148.217.19	Sent: 12/3/2024 1:15:42 PM Resent: 12/6/2024 7:54:51 AM Resent: 12/9/2024 11:10:35 AM Viewed: 12/9/2024 11:45:17 AM Signed: 12/9/2024 11:46:09 AM
Noami Davis ndavis@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 50.238.237.26	Sent: 12/10/2024 2:25:39 PM Viewed: 12/10/2024 2:26:03 PM Signed: 12/10/2024 2:26:29 PM
Sara Fletcher taylor.fenior@myfuelmaster.com Extended Maintenance Specialist Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 12/10/2024 2:41:00 PM ID: 5c750c4a-662c-4381-b85a-09cee5edb1d7	 Signature Adoption: Pre-selected Style Using IP Address: 63.148.217.19	Sent: 12/10/2024 2:26:32 PM Viewed: 12/10/2024 2:41:00 PM Signed: 12/10/2024 2:43:41 PM
Abigail Jorandby ajorandby@nassaucountyfl.com Deputy County Attorney Nassau BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 12/9/2024 11:46:12 AM Resent: 12/10/2024 2:43:45 PM Viewed: 12/9/2024 6:39:38 PM Signed: 12/10/2024 4:44:49 PM
Denise C. May, Esq., BCS dmay@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	Sent: 12/10/2024 4:44:54 PM Viewed: 12/10/2024 4:46:23 PM Signed: 12/10/2024 4:46:56 PM

Signer Events	Signature	Timestamp
Taco Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 50.238.237.26	Sent: 12/10/2024 4:46:59 PM Viewed: 12/10/2024 4:51:02 PM Signed: 12/10/2024 4:51:19 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

BOCC AP boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)	BOCC AP Signature Adoption: Uploaded Signature Image Using IP Address: 12.23.69.254	Sent: 12/10/2024 4:51:25 PM Viewed: 12/11/2024 9:39:19 AM Signed: 12/11/2024 9:39:31 AM
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Electronic Record and Signature Disclosure:
Accepted: 2/4/2021 9:59:11 AM
ID: 6238f06a-a4ad-4d45-a7f5-929d04629059

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Clerk Services boccclerkservices@nassauclerk.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/11/2024 9:39:35 AM Viewed: 12/11/2024 12:02:41 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Procurement Department procurement@nassaucountyfl.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/11/2024 9:39:36 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/2/2024 3:54:28 PM
Envelope Updated	Security Checked	12/9/2024 11:10:34 AM
Envelope Updated	Security Checked	12/9/2024 11:10:34 AM
Envelope Updated	Security Checked	12/10/2024 2:25:38 PM
Envelope Updated	Security Checked	12/10/2024 2:25:38 PM
Envelope Updated	Security Checked	12/10/2024 2:25:38 PM
Envelope Updated	Security Checked	12/10/2024 2:25:38 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	12/10/2024 2:25:38 PM
Envelope Updated	Security Checked	12/10/2024 2:25:38 PM
Envelope Updated	Security Checked	12/10/2024 2:25:38 PM
Envelope Updated	Security Checked	12/10/2024 2:25:38 PM
Certified Delivered	Security Checked	12/11/2024 9:39:19 AM
Signing Complete	Security Checked	12/11/2024 9:39:31 AM
Completed	Security Checked	12/11/2024 9:39:36 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.

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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.

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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.

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

Required for Purchases Greater than \$10,000

Date: November 26, 2024 Project: _____
 Vendor Name: Syn-Tech Sysytems, Inc. FY Cost: _____
 Address: 100 Four Points Way, Tallahassee, FL 32305 Total Cost: \$5,560.00
 Phone: 800-888-9136 Account: 03404541-546020
 Contact Name: Sara D. Fletcher

Description of Goods and/or Services:
Parts and support labor for both the Yulee yard and Hilliard yard FuelMaster (fueling system for fuel tanks)
Software and hardware components and free software/hardware updates.

Source 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.
- Sole Source The goods or services can be legally purchased from only one source. Were alternatives 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.

Syn-Tech Sysytems, Inc. ("STS") is the sole source for all FuelMaster software and hardware. STS holds the copyrights to the FuelMaster Models (2000,2500,3000,3500,4500) and AIM product line. Additionally, STS holds the copyright to the FuelMaster source code and patents on the accompanying hardware. All software and hardware are developed and maintauned by STS.

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.

Doug Podiak

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.

Chris Lacambra

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.

Nassau Adams

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.

[Signature]