

CS-18-193

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.
CM2407-A2

CONTRACTOR INFORMATION

Name: Synovia Solutions, LLC

Address: 9330 Priority Way West Drive Indianapolis IN 46240
City State Zip

Contractor's Administrator Name: Peter Nemeth Title: South East Account Manager

Tel#: (954) 907-1493 Fax: (317) 208-2202 Email: pnemeth@synoviasolutions.com

CONTRACT INFORMATION

Contract Name: Municipal Synsurance Agreement (No. 13862) Contract Value: \$111.84 per month

Brief Description: Synovia Solutions (Piggyback agreement off the School District of St. Lucie County, FL (RFP No. 15-08)) GPS System for Engineering Services Vehicles)

Contract Dates : From: Execution to: 04/30/22 Status: New Renew Amend# WA/Task Order

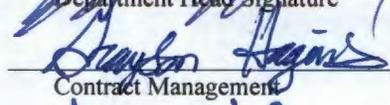
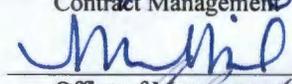
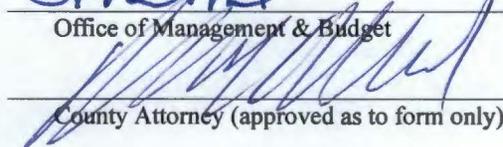
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Piggyback Agreement

If Processing an Amendment:

Contract #: CM2407 Increase Amount of Existing Contract: \$27.96 per month

New Contract Dates: Execution to 04/30/22 TOTAL OR AMENDMENT AMOUNT: \$139.80 per month

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

1.		<u>4/2/19</u>	<u>Engineering Services</u>
	Department Head Signature	Date	Submitting Department
2.		<u>4/3/19</u>	<u>03420541-544000</u>
	Contract Management	Date	Funding Source/Acct # <u>MS 4/8/19</u>
3.		<u>4/9/19</u>	
	Office of Management & Budget	Date	
4.		<u>4/11/19</u>	
	County Attorney (approved as to form only)	Date	

RCVD OMB
'19 APR 5 AM 11:13

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 4/11/19
 Michael Mullin Date

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

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



9330 Priority Way West Dr.
Indianapolis, IN 46240
Phone: 317-208-1700
Toll Free: 877-796-6842
Fax: 317-208-2202

**GOVERNMENT
AGREEMENT**
No: 21178

Customer Legal Name Nassau County (Engineering Department)		Customer Billing Address (if different)	
Address 96161 Nassau Place		Address	
City Yulee	County Nassau	City	County
State FL	Zip Code 32034	State	Zip Code
Location Contact: Becky Liddell	Phone 904 530 6225	Fax	Salesperson
Tax ID#	<input type="checkbox"/> K-12 <input type="checkbox"/> Other Municipal	PO Number (if applicable):	
CONTRACT DURATION / NUMBER OF VEHICLES			
Term of Agreement: <input checked="" type="checkbox"/> 12 Mo. <input type="checkbox"/> 24 Mo. <input type="checkbox"/> 36 Mo. <input type="checkbox"/> ____ Mo.			
Total Number of Vehicles: <u> 2 </u>			
Tax Exempt: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Attach Certificate)			
SILVERLINING SOFTWARE		EQUIPMENT LIST	
<input checked="" type="checkbox"/> Core Track & Trace	<input type="checkbox"/> Ridership	TYPE	QTY
<input type="checkbox"/> Comparative Analysis	<input type="checkbox"/> Fuel Card	LMU:	3030 2
<input type="checkbox"/> Time and Attendance	<input type="checkbox"/> ELD		
<input checked="" type="checkbox"/> Engine Diagnostics	<input type="checkbox"/> DVIR	Peripheral:	
<input type="checkbox"/> Turn by Turn Navigation	<input type="checkbox"/> Inspection		
<input type="checkbox"/> Here Comes The Bus		Other:	
Carrier: <input checked="" type="checkbox"/> Synovia <input type="checkbox"/> Verizon <input type="checkbox"/> Sprint <input type="checkbox"/> AT&T			
Installation: <input type="checkbox"/> Synovia <input checked="" type="checkbox"/> Customer			
SPECIAL INSTRUCTIONS: Terms and Conditions of St Lucie Schools contract plus data is included.			
RATE AND METHOD OF PAYMENT			
Base Payment \$ 13.98 <u> X </u> Number of Vehicles <u> 2 </u> =		\$27.96	<input checked="" type="checkbox"/> Monthly
Base Payment \$ <u> </u> X Number of Vehicles <u> </u> =		\$ <u> </u>	<input type="checkbox"/> Quarterly
Base Payment \$ <u> </u> X Number of Vehicles <u> </u> =		\$ <u> </u>	<input type="checkbox"/> Annually
Total Rental Payment		\$27.96	<input type="checkbox"/> Check
Applicable Sales Tax		\$ <u> </u>	<input type="checkbox"/> ACH
Total Rental Payment with Tax		\$27.96	<input type="checkbox"/> Credit Card
PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.			
AUTHORIZATION			
Company Full Name (Please Print) Nassau County Board of County Commissioners			
Authorized Signature 	Date 4/13/19	Authorized Representative of Synovia Solutions, LLC Peter Nemeth	
Authorized Signer's Printed Name Michael S. Mullin	Title County Manager		

RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.
3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period.
5. **CANCELATION.** Customer may cancel this agreement for convenience on the anniversary date of its fiscal year end by providing Vendor with a minimum of 60 days' written notice on Customer letterhead through the US Mail or express delivery. Customer agrees that telephonic or email delivery of such notice does not constitute an authorized notice of intent to cancel to Vendor, and is not actionable. Notices received with less than 60 days' notice before the end of the fiscal year will not be valid for that fiscal year and will only be enforceable at the end of the next fiscal year. Regardless of such notice given, Customer will continue to make monthly payments until the equipment is delivered to Vendor at Customers expense.
6. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. **This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.**
7. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default. Customer acknowledges full cooperation in the RMA process outlined on the Support page of the Synovia Solutions website. Install Labor is not included.**
8. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.
9. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.
10. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.
11. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state in which Vendor is headquartered or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.
12. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon

the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

13. **RIGHTS TO DATA.** Vendor retains the rights to anonymous summary data analysis and to share analysis with 3rd parties. Vendor will not identify the data source as being from the Customer nor portray the data in such a manner as to identify the Customer. Customer agrees that Vendor shall own all compilations or analysis of the data created by or for Vendor. From time to time, Vendor may receive data or information requests or subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

14. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

15. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

16. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies. Further, there will be a \$7 per invoice charge if invoiced through the mail. There is no invoicing charge if invoiced electronically by email.

17. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

18. **INSTALLATION SURCHARGE.** The total monthly rental price on this Synsurance Agreement includes one visit (at a mutually agree upon date) by the Vendor or its authorized Contractor to install the contracted hardware and peripherals. If Vendor or its assigned Contractor is requested by Customer to return after the initial visit to install hardware on vehicles or assets, Customer agrees to pay \$750 per Installer per day for Installation services.

19. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We may also ask to see your driver's license or other identifying documents.

20. **COMPARATIVE ANALYSIS.** If Customer is utilizing Comparative Analysis, Vendor requires that the Customer meets Vendor's requirements for a currently supported Operating System and a spatially accurate map. Vendor will have final approval in those requirements and specifications.

21. **TIME LIMITED PROMOTION.** In the event of a time limited promotion, revisions or modifications to this Synsurance Agreement will not be permitted.

Customer Initials 