

CONTRACT

TRACKING NO. 3328

State

Zip

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

GENERAL INFORMATION

Requesting Department: _____ROAD____

Contact Person: Jennifer Kirkland

Telephone: <u>904.530.6180</u> Fax: (904) 845-3619 Email: jkirkland@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: <u>SYN-TECH SYSTEMS, INC.</u>

Address: <u>100 Four Points Way, Tallahassee, FL 32305</u> City

Contractor's Administrator Name: <u>Sara D. Fletcher</u> Title: <u>Marketing Operations Manger</u>

Telephone: 800.888.9136 Fax: (850) 877-9327 Email: Sara.Fletcher@fuelmaster.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS) Authorized Signatory Name: <u>Sara Fletcher</u> aka Sara Fletcher Dunlap Authorized Signatory Email: <u>Sara.Fletcher@myfuelmaster.com</u> aka Sara.Dunlap@myfuelmaster.com

CONTRACT INFORMATION

Contract Name: FUELMASTER Fuel Management System_____

Description:	Cancel current auto renewal Standard Maintenance agreement with Syntech for
Fuelmaster Fu	el Management System, CM2187 and enter into Super Extended Maintenance
Agreement wi	th SynTech.
	GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: <u>\$5,560.00 annually (Includes both Yulee and Hilliard Yard)</u>

Source of Funds: \square County \square State \square Federal \square Other _____ Account: <u>03404541-546020</u>

Authorized Signatory: <u>Taco E. Pope, AICP</u>

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: <u>03/01/2023</u> to: <u>02/28/2024</u> Termination/Cancellation: <u>Option to terminate</u> when invoiced

Status: \boxtimes New \square Renew \square Amend# \square WA/Task Order \square Supplemental Agreement

How Procured: \Box	Exemption	\Box Sole Source \boxtimes	Single Source	ITB 🗆 RFP	\Box RFQ \Box Coop
□Piggyback □ Q)uotes 🗆 (Other			

If Processing an Amendment:

Contract #:_____Increased Amount to Existing Contract: _____

New Contract Dates:______to_____Total or Amended Amount: _____

Continued on next page

Review/Complete before sending	contract for final signature	Complete By		
Requirement	Description			
Contract, Exhibits and Appendices	 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 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 LG		
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG		
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG		
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 LG 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 LG		
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

Doug Podiak	4/19/2023		
Department Head/Contract Manager	Date 4/25/2023		
Procurement cluris lacambra	Date 4/20/2023	1 P	4/20/2023
Office of Mgmt & Budget Derise C. May	Date 6/2/2023	ay	6/2/2023
County Attorney	Date	_	
COUNTY MANAC	GER – FINAL SIG	NATU	RE APPROVAL
Taco E. Popey AICP	6/2/2023		
County Manager	Date		



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MYFUELMASTER.COM

СМ3328

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 <u>6/2/2023</u> 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 <u>03/01/2023</u> and shall continue for a term expiring <u>02/28/2024</u>.

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	2007 C	\$5 560 00

MULTIPLE YEARS OF MAINTENANCE MAY BE PURCHASED AT THE CURRENT RATE, BUTALL 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.

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

<u>a.Level One</u>: 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 <u>Nassau County Board of County</u> <u>Commissioners</u> deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature)

(Date)

Sara Fletcher-Dunla	4/26/2023

(Name)

Sara Fletcher-Dunlap

(Title)

Marketing/Operations Manager

CUSTOMER:

(Signature)

(Date)

6/2/2023

Taco E. Pope, AI	CP
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(Name)

Taco E. Pope, AICP

(Title)

County Manager

ADDENDUM TO FUELMASTER FUEL MANAGEMENT SYSTEM SUPER EXTENDED MAINTENANCE AGREEMENT

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 Syntech 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 amend certain terms and conditions of that certain Agreement submitted to County by Vendor subject to the terms and conditions contained herein.

NOW, **THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, 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 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 awarded bid specifications and conditions of this Contract. Payment shall not be made until services and/or materials 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. 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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, <u>RECORDS@NASSAUCOUNTYFL.COM</u>, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Vendor is providing 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 perform the service.
- 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 Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.
- d. Upon completion of the Contract, 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 Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If 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 materials 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 Contract provisions in accordance with the Contract.

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.

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, 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 Contract 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.

3. NOTICES.

All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery 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 Attn: BEANSE CONTRACT 967359 Nassaar Place XxNeex Floorida 22097	County Commissioners Cameron L Hansen 37356 Pea Farm Road Hilliard, FL 32046	SFD
Vendor:	SYN-TECH SYSTEMS Attn: Sara D. Fletcher 100 Four Points Way Tallahassee, FL 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 Contract. 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 Contract.

5. INSURANCE.

The Vendor shall provide and maintain at all times during the term of this Contract, 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 Attachment "C". 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.

5/22/2023

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

Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract 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 Contract.

7. AUTHORITY TO BIND.

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

8. MISCELLANEOUS PROVISIONS.

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

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, Florida

Signature: _____ E. Poper AICP

Print Name: _____

Title: County Manager

Date: 6/2/2023

REVIEWED FOR LEGAL FORM AND CONTENT:

Denise C. May

DENISE C. MAY, County Attorney

VENDOR:

Signature: Sara Fletcher-Duulap

Print Name: Sara Fletcher-Dunlap

Title: Marketing/Operations Manager

Date:4/26/2023

ATTEST:

N/A

SFD 5/22/2023

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: <u>https://support.docusign.com/guides/signer-guide-signing-system-requirements</u>.

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.

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:

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	4/19/2023 12:58:53 PM
Envelope Updated	Security Checked	4/19/2023 12:58:53 PM
Envelope Updated	Security Checked	4/19/2023 12:58:53 PM
Envelope Updated	Security Checked	4/19/2023 12:58:53 PM
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Envelope Updated	Security Checked	4/19/2023 12:58:54 PM
Envelope Updated	Security Checked	4/19/2023 12:58:54 PM
Envelope Updated	Security Checked	4/21/2023 7:34:59 AM
Envelope Updated	Security Checked	4/21/2023 12:32:48 PM
Envelope Updated	Security Checked	4/21/2023 12:32:48 PM
Envelope Updated	Security Checked	4/25/2023 11:51:04 AM
Envelope Updated	Security Checked	4/25/2023 11:51:04 AM
Envelope Updated	Security Checked	4/25/2023 11:51:04 AM
Envelope Updated	Security Checked	5/1/2023 4:46:00 PM
Envelope Updated	Security Checked	5/1/2023 4:46:00 PM
Envelope Updated	Security Checked	5/1/2023 4:46:00 PM
Envelope Updated	Security Checked	5/1/2023 4:46:00 PM
Envelope Updated	Security Checked	5/1/2023 4:46:00 PM
Envelope Updated	Security Checked	5/1/2023 4:46:00 PM
Envelope Updated	Security Checked	5/19/2023 9:54:33 AM
Envelope Updated	Security Checked	5/19/2023 9:54:33 AM
Certified Delivered	Security Checked	6/5/2023 8:07:12 AM
Signing Complete	Security Checked	6/5/2023 8:07:24 AM
Completed	Security Checked	6/5/2023 8:07:28 AM
Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

C	M	3	3	2	8

Signer Events	Signature	Timestamp
Clerk Finance received		Sent: 6/2/2023 11:04:52 AM
occap@nassauclerk.com	SB	Viewed: 6/5/2023 8:07:12 AM
lassau County Clerk		Signed: 6/5/2023 8:07:24 AM
ecurity Level: Email, Account Authentication		Signed. 5/0/2020 0.01.24 All
None)	Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254	
Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059		
n Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
gent Delivery Events	Status	Timestamp
ntermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
ennifer Kirkland	CODIED	Sent: 6/5/2023 8:07:28 AM
irkland@nassaucountyfl.com	COPIED	Resent: 6/5/2023 8:07:36 AM
lassau County BOCC Security Level: Email, Account Authentication		
None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Clerk Admin	CODIED	Sent: 6/5/2023 8:07:28 AM
lerkservices@nassaucountyfl.com	COPIED	Viewed: 6/5/2023 8:54:07 AM
Security Level: Email, Account Authentication None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Procurement Staff		Sent: 6/5/2023 8:07:28 AM
3OCCProcurement@nassaucountyfl.com	COPIED	
Security Level: Email, Account Authentication None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
nvelope Sent	Hashed/Encrypted	4/19/2023 10:05:01 AM
invelope Updated	Security Checked	4/19/2023 10:42:15 AM
invelope Updated	Security Checked	4/19/2023 12:58:53 PM
nvelope Updated	Security Checked	4/19/2023 12:58:53 PM
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Envelope Updated Envelope Updated	Security Checked	4/19/2023 12:58:53 PM
Envelope Updated	•	4/19/2023 12:58:53 PM 4/19/2023 12:58:53 PM

Signer Events

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

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Sara Fletcher-Dunlap Sara.dunlap@myfuelmaster.com

Marketing/Operations Manager

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 4/26/2023 8:34:04 AM ID: 1287181c-fe61-4023-95fd-d40bba1294bf

Sara Fletcher-Duniap

Sara.dunlap@myfuelmaster.com

Marketing/Operations Manager

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 5/22/2023 10:22:02 AM ID: bd3f7d13-5552-4344-adaa-57d951c22258

Abigail Jorandby ajorandby@nassaucountyfl.com

Assistant County Attorney

Nassau BOCC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Denise C. May

dmay@nassaucountyfl.com

Assistant County Attorney Nassau County BOCC

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Signature

Kanan Alman

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

Sara Fletcher-Dunlap

Signature Adoption: Pre-selected Style Using IP Address: 63.148.217.19

SFD

Signature Adoption: Pre-selected Style Using IP Address: 63.148.217.19

23

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

Derise C. May

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

Taco E. Poper AICP

Signature Adoption: Pre-selected Style Using IP Address: 174.212.34.119 Signed using mobile Timestamp

Sent: 4/20/2023 1:56:36 PM Viewed: 4/25/2023 9:54:14 AM Signed: 4/25/2023 9:54:26 AM

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CM3328

DocuSign

Certificate Of Completion

Envelope Id: E38860922ADB45859DA3920A50984C41 Subject: Please DocuSign: CM3328- SynTech - Fuelmaster Fuel Management System - \$5,560.00 Source Envelope: Document Pages: 19 Signatures: 19 Certificate Pages: 7 Initials: 8 AutoNav: Enabled EnvelopeId Stamping: Enabled Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original 4/19/2023 9:31:37 AM

Signer Events

Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Cameron L Hansen chansen@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) Holder: Jennifer Kirkland jkirkland@nassaucountyfl.com

Signature

Doug Podiak

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

Cameron & Hansen

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

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)

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)

Electronic Record and Signature Disclosure: Not Offered via DocuSign TP

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

clinis lacambra

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

Status: Completed

Envelope Originator: Jennifer Kirkland jkirkland@nassaucountyfl.com IP Address: 50.238.237.26

Location: DocuSign

Timestamp

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Sent: 4/20/2023 9:52:28 AM Viewed: 4/20/2023 1:55:33 PM Signed: 4/20/2023 1:56:34 PM

CM3328

COPY

Budget Transfer Request

ROAD	Fund:	03404541-546020	Transfer #	BT2023-06
Cameron L Hansen (amer 4/20/20	on lotansen	4.19.23		
Purchase Super Extended Ma	aintenance Agremo	ent with Syntech for Cour	nty Fueling Syste	em
-	Cameron L Hansen (amu 4/20/2	Cameron L Hansen Cameron L Hansen 4/20/2023	Cameron L Hansen (ameron L Hansen 4.19.23	

							Fin. Serv. Use Only
	Acct. Number	Acct. Description	,	Available Budget		Transfer Amount	Verified Available
Transfer:							
From:	03404541-546000	Repairs & Maintenacne	\$	18,331.29	\$	(3,764.00)	A CARLES AND A CARL
То: То:	03404541-546020	Maintenace Service Contracts	\$	1,796.28	\$	3,764.00	
То:							
				Subtotal:	\$		· ·
				Grand Total:	\$		the second se
Approved	d By: BOCC:		Cler	k of Courts:			
	Date:		Date				
1-3-5		Financial Services Use	Only		-		221
1	Action Comp		ure/Da	te			

1P 4/20/2023

Requisition Form

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96135 Nassau Place Suite 1

VENDOR NAME/ADDRESS Syn-tech Systems, Inc. 100 Four Points Way Tallabassee, EL 32305

35 Nassau Place Sui Yulee, FL 32097 DEPARTMENT Road

	0 Four Points Way		, and	5, FL 32097		Road
	lahassee, FL 32305					REQUESTED BY
Tai	anassee, FL 32303					David Hearn
NDOR NUMBER	PROJECT NAME	FUNDING SOURCE		AMOUNT AVAILABLE	STANDARD	O OR ENCUMBER ONLY CONTRACT N
3123	Fuelmaster Management	03404541-546020		\$ 9,630.82	Standard I	
EM NO.	DESCRIPTION		QUANTITY	UNIT PRICE	AMOUNT	
	Fuelmaster Super Maintenance	Agreement	2.00	\$ 2,780.00	\$ 5,560.00	Hilliard & Yulee Yard
	Dates of contract 03.01.23-02.2	8.24			\$ 0.00	See attached Budget
					\$ 0.00	Transfer
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
					\$ 0.00	
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* * * * *					\$ 0.00	
DRIGINAL - FINANCE COPY - DEPARTMENT					Shipping Total	\$ 0.00 \$ 5,560.00

Purshasing Policy. Voug Poliak

4/19/2023

Office of Management and Budget I attest that, to the best of my knowledge, funds are available for payment UNS Latambra 4/20/2023

1P

4/20/2023

Procurement Director

l avest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy 4/25/2023

County Manager

I are st that to the best of the how bedge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval. 6/2/2023



EXHIBIT "A"

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that <u>Systems</u> (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 <u>Systeck</u> <u>System</u> (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: starling Date: 10-13-22

STATE OF FLORIDA

COUNTY OF 200

The foregoing instrument was acknowledged before me by means of Xphysical presence or ponline notarization, this (13) (2) (Date) by USC Store line (Name of Officer or Agent, Title of Officer or Agent) of HC Director (Name of Contractor Company Acknowledging), a (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced ______ as identification.

Tursa M. Taylor Notary Public Teresc. M. Taylor Printed Name My Commission Expires: 12/18/23



. .



Company ID Number: 240136

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Syn-Tech Systems, Inc.

Carlotta Hanney

Elactronically Signed



Department of Homeland Security - Verification Division

USCIS Verification Division

The

Electronically Signed

08/21/2009 Date

Page 11 of 13/E Venity woll for Employed Revision Date 10/29/08

PRODUCER

INSURED

Α

COVERAGES

Earl Bacon Agency, Inc. Post Office Box 12039 Tallahassee, FL 32317

cuSign Envelope ID: E3886092-2ADB-4	585-90)A3-9	20450984C41					CM3328	
		., 10 0	20, 100001011		SY	N-SYS-01		JULIE	
ACORD						CE		(MM/DD/YYYY)	
THIS CERTIFICATE IS ISSUED AS CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVEL	Y OF	R NEGATIVELY AMEND, E DOES NOT CONSTITUTE	XTEND OR ALT	ER THE CO	VERAGE AFFORDED	BY TH	IE POLICIES	
IMPORTANT: If the certificate hold If SUBROGATION IS WAIVED, subj this certificate does not confer rights	ect to	the	terms and conditions of the	policy, certain	policies may	•			
RODUCER arl Bacon Agency, Inc. ost Office Box 12039 allahassee, FL 32317				INTACT IME: IONE IC. No, Ext): (850) 8 WAIL IORESS:	878-2121	FAX (A/C, No)	;(850)	878-2128	
				INSURER(S) AFFORDING COVERAGE				NAIC #	
			IN	SURER A : Federal	Insurance	Company		20281	
SURED			IN	INSURER B : Great Northern Insurance Company					
SYN-TECH SYSTEMS, INC.			5 v	INSURER C: Pacific Indemnity Company					
100 Four Points Way			IN	INSURER D : Ace American Insurance Company					
Tallahassee, FL 32305			IN	INSURER E :					
			IN	SURER F :					
OVERAGES CE	RTIFIC	CATE	NUMBER:			REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA' EXCLUSIONS AND CONDITIONS OF SUCI	REQUI Y PER H POLIC	REME	ENT, TERM OR CONDITION OF THE INSURANCE AFFORDED LIMITS SHOWN MAY HAVE BE	OF ANY CONTRAC	CT OR OTHER LES DESCRIB PAID CLAIMS	R DOCUMENT WITH RESP ED HEREIN IS SUBJECT	PECT TO TO ALL	WHICH THIS	
SR TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIM	ITS	1,000,000	
			25004205	40/24/2022	40/04/2000	EACH OCCURRENCE	5	1,000,000	
CLAIMS-MADE X OCCUR	Х	X	35881695	12/31/2022	12/31/2023	DAMAGE O REINTED PREMISES (Ea occurrence)	\$	10,000	
	•	2				MED EXP (Any one person)	5	1,000,000	
				1		PERSONAL & ADV INJURY	5	2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000	
X POLICY PRO- JECT LOC				-		PRODUCTS - COMP/OP AGG	\$	2,000,000	

			r difference in the second secon			PERSONAL & ADV INJURY	5	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$	2,000,000
	X POLICY PRO- JECT LOC	1	-	- · · ·		PRODUCTS - COMP/OP AGG	\$	2,000,000
	OTHER:						6	
В	AUTOMOBILE LIABILITY	-				COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO	X	(73550690	12/31/2022	12/31/2023	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY					BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	s s	
				-			\$	
Α	X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	15,000,000
	EXCESS LIAB CLAIMS-MADE	X	(79854452	12/31/2022	12/31/2023	AGGREGATE	5	
	DED X RETENTION \$ 0					Prod/COps	5	15,000,000
С	WORKERS COMPENSATION					X PER OTH- STATUTE ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE		71704828	12/31/2022	12/31/2023	EL EACH ACCIDENT	\$	1,000,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A				E L DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCR PTION OF OPERATIONS below		-			E.L. DISEASE - POLICY LIMIT		1,000,000
D	Work Comp - Int'l		D67247012005	12/31/2022	12/31/2023	per statute		1,000,000
D	Cyber Liability		D96288608	12/31/2022	12/31/2023	e anno 11 anno 1		3,000,000
1				1		1		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be atlached if more space is required) Workers' Comp Part 1 States: AL, CA, CO, CT, FL, GA, IL, IN, MD, NH, NC, NY, PA, RI, TX, VA, VT Defense Base Act Workers' Comp U.S. Military locations: Azores/Portugal, Bahrain, Belgium, Cuba, Diego Garcia, Djibouti, Germany, Greece, Greenland, Guam, Honduras, Italy, Japan, South Korea, Kuwait, Qatar, Spain, Turkey, United Arab Emirates, United Kingdom, and Wake Island.

Certificate Holder is Additional Insured per attached form 80022367; CA20480299

GL - Primary & Non-Contributory per attached form 80022653

Waiver of Subrogation per attached form 80022000; 80022362; CA16020292; WC000313

CERTIFICATE HOLDER	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.
Nassau County Board of County Commissioners	AUTHORIZED REPRESENTATIVE
96135 Nassau Pl IYulee, FL 32097	Will Martin
ACORD 25 (2016/03)	© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Syntech Systems, Inc To: Free SDD 888 C136 - Phone 850 878 2558 100 Four Points Wa, Tailanascee, FL 32805 MYFUELMASTER.COM

11/15/2022

Nassau County Public Works

To Whom It May Concern:

Syntech Systems, Inc., is a privately certified veteran owned manufacturing, engineering and software company, based in Tallahassee, Florida. Sara Fletcher is the Marketing Operations Manager and an authorized corporate officer of Syntech Systems with the authority to sign and execute contracts.

If you should require any further information, please call me at (800) 888-9136, extension 1311.

Sincerely, Syntech Systems, Inc.

Daylor Jenion

Taylor Fenior Extended Maintenance Specialist Taylor Fenior a myfueimaster.com



Syfreen Svetems, no loit Fres 300 868 \$136 (Phane 650 878 2558 100 Four Poincs Way, Talian Assee, FL 32305 MYFUELMASTER.COM

08/26/2022

Nassau County Road and Bridge

To Whom It May Concern:

Syntech Systems, Inc. (STS) is the sole source for all FuelMaster Software and Hardware. Syntech Systems, Inc. designed and developed the software to work with its accompanying hardware – FuelMaster models 2000, 2500, 3000, 3500, 4500 and AIM product line. Additionally, STS holds the copyrights to the FuelMaster source code and patents on the accompanying hardware. All software and hardware are developed and maintained by Syntech Systems, Inc.

Fuel Management Systems (FMS) are proprietary and cannot be interchangeable. There are three major components of a fuel management system: the island controller, the access device that activates dispensers through the island controller, and the system software that provide reports and data. All three components must be from the same manufacturer for the system to operate. The access device (in this case the Prokee read/write key) must be able to fit into a receptacle designed to be received by the Island controller, and match the information within the correctly designated fields. Or, if using AIM equipment, the island controller must communicate by radio frequency to the vehicle AIM device and vice versa. If the system's hardware and software are not compatible, the fuel dispensers cannot be activated, or access the transaction data captured by the island controller.

Syntech Systems has engineered their systems to be forward and backwards compatible, allowing for products to be upgraded and integrated with past, current, and future models. All of our customers have the ability to modernize their systems by upgrading software, firmware, or communications without having to purchase a new unit.

If you should require any further information, please call me at (800) 888-9136, extension 1311.

Sincerely, Syntech Systems, Inc.

Taylor Jemin

Taylor Fenior Extended Maintenance Specialist Taylor.Fenior@myfuelmaster.com

Exemptions / Sole Source / Single Source Certification Form

Date:	08.26.22	Contact Name:	Taylor Fenior
Vendor Name:	SYN-TECH, Inc.	Project:	Fuel Management System
Address:	100 Four Points Way, Tallahassee, FL	FY Cost:	\$5,560.00
32305		Total Cost:	\$5,560.00
Phone:	1.800.888.9136	Account:	03404541-546020
Description of Go	ods and/or Services:		
Parts and suppo	ort labor for both the Vulee Vard and H	Hilliard Vard FIF	I MASTER components (Fueli

rans and support labor	tor bout the rulee	Tard and Hilliard Tar	<u>a fuelmaster c</u>	supplients (ruenng
system for fuel tanks).	both software and	hardware, and provides	free upgrades to sof	tware/firmware.

Source of Funds: ⊠ County □State □Federal □ Other _____

Check one (1) of the following choices:

1. as defined under FS 287.012
ty Purchasing Policy (Chapter 1, Article VII, Section (e) Purchases exempt from competitive or alternative
inty Purchasing Policy Exemption)
Purchasing Policy Exemption)
Nassau County Purchasing Policy Exemption)
Nassau County Purchasing Policy Exemption)
used from multiple sources, but in order to meet certain ents, there is only one economically feasible source for e vendor)
y purchased from only one source. (Attach letter from uated? Yes \Box (If yes, explain why alternatives are in why no 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.

Fuelmaster is the fuel dispensing system we currently have. SYNTECH is the only local vendor that provides parts and support for.

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

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. 4/25/2023

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. UNS Manuf20/2023 4/20/2023

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.