



Joe Lauro, CPPO/CPPB
Director

INTEROFFICE MEMO

To: Joseph Lauro, Director of Purchasing
From: Ruby McKenzie, CPPB, Procurement Analyst
Subject: Award of Bid – Software Maintenance and Support Renewal - IBM
Contract No. 089-0399-B(RM)
Date: June 22, 2009

RECOMMENDATION: I RECOMMEND THE DIRECTOR OF PURCHASING AWARD THE BID FOR SOFTWARE MAINTENANCE AND SUPPORT RENEWAL - IBM WITH INTERNATIONAL BUSINESS MACHINES CORPORATION (IBM), TALLAHASSEE, FLORIDA ON THE BASIS OF BEING THE LOWEST RESPONSIVE, RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. BIDS ARE ON FILE IN THE PURCHASING DEPARTMENT.

ESTIMATED TOTAL ANNUAL EXPENDITURE: \$99,413.37

ESTIMATED TOTAL ANNUAL EXPENDITURE FOR BUSINESS TECHNOLOGY SERVICES (BTS): \$83,054.01

Funding is provided through BTS Operating Funds.

DISCUSSION: This contract is for the purchase of IBM software licenses maintenance and support, and includes co-termining all current maintenance and support terms to expire on 6/30/10.

The Clerk of the Circuit Court (Clerk) was included in the Invitation to Bid (ITB) and is part of the award recommendation. The Clerk's office will issue its own purchase order(s) to IBM.

Several part numbers listed in the ITB have been identified by BTS as no longer needed by the using department. Maintenance and support for the products listed below will not be purchased:

- E021DLL for 100 IBM Transaction Gateway Licenses
- E01A4LL for 85 IBM Communications Server Licenses
- E04PDLL for 2 IBM Maximo Asset Management Licenses
- E04PCLL for 3 IBM Maximo Asset Management Licenses

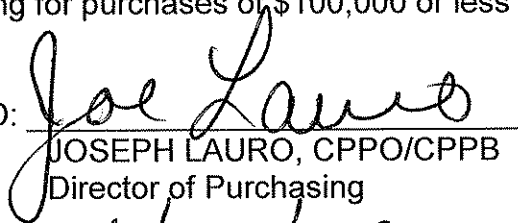
Contract Period: 7/1/09 THROUGH 6/30/10 N/A – One Time Purchase

Term Extension: Terms Length of None
Remaining Each Term
3 12 Months

Increase Allowances: N/A

Section 2-176 of the Pinellas County Code delegates authority to the County Administrator to award contracts for purchases of goods or services of \$250,000 or less, and the Director of Purchasing for purchases of \$100,000 or less within the budget of the using department.

APPROVED:


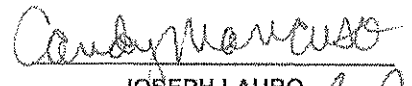

JOSEPH LAURO, CPPO/PPB
Director of Purchasing

Date of Approval: 6/22/09

Attachments:

1. Contract Review
2. Bid Tabulation



SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING - 6 TH FLOOR CLEARWATER, FL 33756		 <h1 style="text-align: center;">INVITATION TO BID</h1>
ISSUE DATE: May 8, 2009		
<i>BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED</i>		
TITLE: SOFTWARE MAINTENANCE AND SUPPORT RENEWAL - IBM		BID NUMBER: 089-0399-M(RM)
SUBMITTAL DUE: June 11, 2009 3:00 P.M. <i>AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.</i>		PRE-BID DATE & LOCATION: NOT APPLICABLE
DEADLINE FOR WRITTEN QUESTIONS: June 1, 2009 BY 3:00 P.M. SUBMIT QUESTIONS TO: RUBY MCKENZIE, CPPB AT rmmckenz@pinellascounty.org Phone: (727) 464-3795 Fax: (727) 0 464-3925		
COMMISSIONERS CALVIN D. HARRIS - CHAIRMAN KAREN WILLIAMS SEEL - VICE CHAIRMAN NANCY BOSTOCK NEIL BRICKFIELD SUSAN LATVALA JOHN MORRONI KENNETH T. WELCH	<p style="text-align: center;"><u>THE MISSION OF PINELLAS COUNTY</u> Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.</p>	 JOSEPH LAURO, CPPO/CPPB Director of Purchasing

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS.

PAYMENT TERMS: 0 % 0 DAYS, NET 45 (PER F.S. 218.70)
AMOUNT OF \$ _____

*BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE

BIDDER (COMPANY NAME): INTERNATIONAL BUSINESS MACHINES
MAILING ADDRESS: 1650 SUMMIT LAKE DR., SUITE 104
COMPANY EMAIL ADDRESS: CSOSOFT@US.IBM.COM

DIBIA F.B.M., MIDRANGE SUPPORT, AGENT
CITY / STATE / ZIP TAUHAASSEE, FL. 32312

PHN: 407 497-2522 FAX: 904 272-5652

*REMIT TO NAME: I.B.M.
(As Shown On Company Invoice)
PO BOX 534151, ATLANTA, GA 30353-4151
Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

CONTACT NAME: BILL FLUHR

PRINT NAME: BILL FLUHR

EMAIL ADDRESS: BILL@MIDRANGESUPPORT.COM

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: 

PRINT NAME/TITLE: WILLIAM H. FLUHR, SALES AGENT

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	/
W-9 (TAXPAYER ID)	/

SEE PAGE 12-13, SECTION E, FOR BID SPECIFICATIONS AND BID SUBMITTAL

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE



Contact: International Business Machines
 1650 Summit Lake Drive, Suite 104
 Tallahassee, FL 32312

Midrange Support & Service, Agent
 1122 East Atlantic Avenue, Suite C
 Delray Beach, FL 33483
 Bill Fluhr
 Phone: 407-497-2522 Fax 561-272-5652
 bill@midrangesupport.com

06/11/09

Pinellas County
 Passport Advantage SW Maintenance Renewal
 Passport Advantage # 07517-7130226

Line	Item Part #	Description	Coverage Dates	Qty License	Unit Cost	Extended Cost Co-terminated
1	E021BLL	IBM CICS TRANSACTION GATEWAY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	100	17.76	1,776.00
2	E021DLL	IBM CICS TRANSACTION GATEWAY VERSION 5 FOR Z/OS PROCESSOR VALUE UNIT (PVU) SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	100	15.13	1,513.00
3	E0203LL	IBM CICS UNIVERSAL CLIENT 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	1900	1.81	3,439.00
4	E0203LL	IBM CICS UNIVERSAL CLIENT 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	09/01/09 - 06/30/10	200	1.51	302.00
5	E0203LL	IBM CICS UNIVERSAL CLIENT 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	04/01/10 - 06/30/10	280	0.46	128.80
6	E1BCWLL	IBM COMMUNICATIONS SERVER FOR AIX CONCURRENT USER SW SUBSCRIPTION & SUPPORT	03/01/10 - 06/30/10	85	4.66	396.10
7	E1BDMLL	IBM COMMUNICATIONS SERVER FOR AIX SERVER INSTALL ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	03/01/10 - 06/30/10	1	65.89	65.89
8	E01A4LL	IBM COMMUNICATIONS SERVER FOR LINUX CONCURRENT USER SW SUBSCRIPTION & SUPPORT RENEWAL	09/01/09 - 06/30/10	85	13.65	1,160.25
9	E2D04LL	IBM INFORMIX 4GL RDS RUNTIME CONCURRENT SESSION ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	7	64.48	451.36
10	E023HLL	IBM INFORMIX DYNAMIC SERVER ENTERPRISE UNLIMITED USERS EDITION PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	200	79.54	15,908.00
11	E025DLL	IBM WEBSPPHERE APPLICATION SERVER NETWORK DEPLOYMENT SUBCAPACITY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10/01/09 - 06/30/10	400	20.13	8,052.00
12	E025TLL	IBM WEBSPPHERE APPLICATION SERVER NETWORK DEPLOYMENT LINUX ON ZSERIES PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	200	26.83	5,366.00
13	E0263LL	IBM WEBSPPHERE APPLICATION SERVER SUBCAPACITY PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	10/01/09 - 06/30/10	250	5.35	1,337.50
14	E025SLL	IBM WEBSPPHERE APPLICATION SERVER NETWORK DEPLOYMENT PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	300	26.83	8,049.00
15	E0256LL	IBM WEBSPPHERE MQ PROCESSOR VALUE UNIT (PVU) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	100	10.65	1,065.00
16	E00A4LL	IBM WEBSPPHERE STUDIO APPLICATION DEVELOPER INTEGRATION EDITION USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	2	1,258.09	2,516.18
17	E1B0GELL	IBM HOST ACCESS CLIENT PACKAGE FOR MULTIPLATFORMS AUTHORIZED USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	4	39.76	159.04
18	E029JLL	IBM TIVOLI STORAGE MANAGER FOR SYSTEM BACKUP AND RECOVERY 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	100	4.94	494.00
19	E029ILL	IBM TIVOLI STORAGE MANAGER STORAGE AREA NETWORKS 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	60	19.89	1,193.40
20	E028WLL	IBM TIVOLI STORAGE MANAGER FOR DATABASES 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	820	19.89	16,309.80
21	E028WLL	IBM TIVOLI STORAGE MANAGER FOR DATABASES 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	08/01/09 - 06/30/10	160	18.23	2,916.80
22	E028WLL	IBM TIVOLI STORAGE MANAGER FOR DATABASES 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	03/01/10 - 06/30/10	40	6.63	265.20
23	E029ELL	IBM TIVOLI STORAGE MANAGER EXTENDED EDITION 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	07/01/09 - 06/30/10	2490	10.35	25,771.50
24	E029ELL	IBM TIVOLI STORAGE MANAGER EXTENDED EDITION 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	08/01/09 - 06/30/10	320	9.49	3,036.80
25	E029ELL	IBM TIVOLI STORAGE MANAGER EXTENDED EDITION 10 PROCESSOR VALUE UNITS (PVUS) ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL	03/01/10 - 06/30/10	120	3.45	414.00
26	E04PDL	IBM MAXIMO ASSET MANAGEMENT AUTHORIZED USER SW SUBSCRIPTION & SUPPORT RENEWAL	03/01/10 - 06/30/10	2	230.34	460.68
27	E04PCL	IBM MAXIMO ASSET MANAGEMENT LIMITED USE AUTHORIZED USER SW SUBSCRIPTION & SUPPORT RENEWAL	03/01/10 - 06/30/10	3	115.04	345.12
Total						\$102,892.42

PLEASE NOTE:

The above items are quoted in accordance with the provisions of the State of Florida State Alternate Source Contract # 252-008-09-ACS IBM Software which can be viewed at http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/alternate_contract_source/ibm_software

Please specify Midrange Support & Service as the Sales Agent as a comment on your PO. The State contract number 252-008-09-ACS must also appear on the PO. Please email or fax a copy to Midranges Support & Service for proper processing. Contact me directly at if you have any questions.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
INTERNATIONAL BUSINESS MACHINES CORPORATION

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
DEPT 10-64A NEW ORCHARD ROAD

City, state, and ZIP code
ARMONK, NY 10504

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
13:0871985

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *William H. Fisher* Date ▶ **06/11/09**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

International Business Machines Corporation

Please direct inquiries and correspondence to

IBM CORPORATION

PO Box 2489

Atlanta, GA 30301

Or call IBM at: 877-426-6006

ASKAR.US.IBM.COM

Customer Number

Invoice Number

Invoice Date

Page

Installed at

IBM CORPORATION
100 N. ZEEB RD.
ARMONK, NY 10504
TEL: 914.499.1300

Customer reference

Please remit payments to

PO BOX 534151

ATLANTA, GA 30353-4151

Terms

PAYMENT DUE UPON RECEIPT OF

INVOICE - LATE PAYMENT FEE

APPLY

INVOICE FOR LEASE/RENTAL MACHINES AND/OR LICENSED PROGRAM CHARGES

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR EQUIVALENT AGREEMENT BETWEEN US.

Original Invoice

PLEASE PAY THIS AMOUNT

\$

PINELLAS COUNTY
TERMS AND CONDITIONS FOR SERVICES

INVOICING - Invoice(s) must be submitted in duplicate to billing address indicated on face of Purchase Order. Invoice must state Purchase Order Number, unit price(s), extension(s), Total, and SHIP TO ADDRESS.

ACCEPTANCE - ENTIRE AGREEMENT - Acceptance of this Purchase Order will be unqualified, unconditional, and subject to and expressly limited by the Terms and Conditions hereon. Pinellas County and the Contractor shall not be bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgment in force, or any other communication from Contractor to Pinellas County unless such provision is expressly agreed to and confirmed to in writing.

ASSIGNMENT - Any assignment of the work to be performed, in whole or in part, or any other interest hereunder, without our written consent, except an assignment confined solely to monies due or to become due, shall be void. It is expressly agreed that any such assignment of monies be void to the extent that it attempts to impose upon Pinellas County obligation to the assignee additional to the payment of such monies, or to preclude Pinellas County from dealing solely and directly with Contractor in all matters pertaining hereto, including the negotiation of amendments or settlements of amounts due.

COMPLIANCE WITH APPLICABLE LAWS - Contractor certifies that all of the products and services to be furnished hereunder will be manufactured or supplied by Contractor in accordance with all applicable provisions of State, Local and Federal laws, as of this date.

CANCELLATION - Pinellas County reserves the right to cancel this contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

In addition to all other legal remedies available to the County, County reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the bid, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.

INDEMNITY PROVISION - Contractor shall indemnify, pay the costs of defense, including attorney's fees and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property, by or from said contractor, or by or in consequence of any negligent in safeguarding the work, or through the use of unacceptable materials in the construction or improvements; or by, or on account of, any act or omission, neglected or misconduct of the said Contractor, or on account of any act or amounts recovered under the "Workers Compensation Law" or of any other laws, bylaws, ordinance, order of decrees, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

AUTHORIZED SIGNATURE: 
DATE: 06/11/09

SIGNED ACKNOWLEDGEMENT MUST BE RETURNED TO THE PURCHASING DEPARTMENT
05/2005

INSURANCE FOR SERVICES - The Contractor shall maintain insurance acceptable to the County in full force and effect throughout the term of this Purchase Order. The Contractor must provide a Certificate of Insurance in accordance with insurance Requirements, Section C of the Invitation to Bid, evidencing such coverage prior to the commencement of any work under this contract.

AUDIT - The Contractor shall retain records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

GOVERNING LAW - The laws of the State of Florida shall govern this contract.
COMPENSATION - County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Invitation to Bid. All payments shall be made in accordance with the Florida Prompt Payment Act, Florida Statutes § 218.70, et. seq.

INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE with the IMMIGRATION REFORM and CONTROL ACT OF 1986 - The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of the County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324 et. seq., and regulations thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the contract, at the discretion of the County.

PERMITS/LICENSES - Contractor is responsible for obtaining any permits/licenses necessary to complete the work covered by this order, at its own expense, prior to starting any work under this order.

FISCAL NON-FUNDING - In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of then current fiscal period without penalty or expense to the County.

SEVERABILITY - If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed separate, distinct, and independent provision, and such holding shall not effect the validity of the remaining portion thereof.