

Benevate Inc

Bid Contact **Leah Larson**
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Ph 208-598-6966

Address **3423 Piedmont Rd., NE**
Atlanta, GA 30305

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12692-925--01-01	Grant Management Software	<p>Supplier Product Code:</p> <p>Supplier Notes: On behalf of our President, Jason Rusnak, please find attached Benevate Inc (Neighborly Software) response to the RFP.</p> <p>We look forward to the next steps in the procurement process.</p> <p>Please confirm receipt of the attached submission and I thank you in advance for your time.</p>	First Offer -	1 / each	Y	Y

Supplier Total **\$0.00**

Benevate Inc

Item: **Grant Management Software**

Attachments

NeighborlySoftware_Proposal_ForLauderdale_FL_Final_08.12.22.pdf

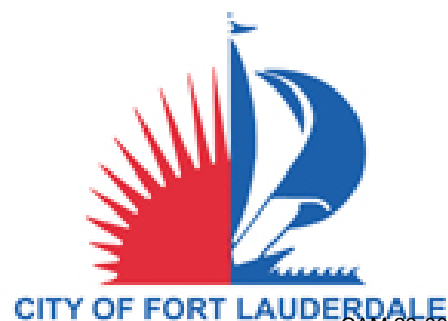


 Neighborly Software

FORT LAUDERDALE, FL

RFP # 12692-925
GRANT MANAGEMENT SOFTWARE

August 11, 2022
Presented by Neighborly Software





August 11, 2022

City of Fort Lauderdale, FL
 Paulette Hemmings Turner
 100 N. Andrews Avenue
 Fort Lauderdale, FL 33301
PTurner@fortlauderdale.gov

Dear Ms. Hemmings Turner,

On behalf of Benevate Inc (dba Neighborly Software), I am pleased to submit our response to your request for proposal for a Grant Management Software. We understand that City of Fort Lauderdale, FL is seeking a centralized software solution for the City's Grant Funds and Projects. Our software is specifically designed with those capabilities in mind.

Unlike other generic Grant Management solutions, our software is specifically built for, and used by, local governments who manage Housing, Economic, and Community Development programs. This enables us to incorporate deep public sector functionality in the solution. As you will note in our scope of work, our software meets all the identified requirements in the RFP and provides additional related functionality that the city can choose to utilize at no additional charge.

- > All data is stored and processed in Microsoft FedRAMP data centers located in the United States
- > All Neighborly Software employees are based in the United States and e-Verified
- > Applications can be configured in 60+ languages
- > Software meets Web Content Accessibility Guidelines Level AA compliance standards (ADA)
- > Advanced security, including an audit log that tracks all software activity with a date, User ID and IP address stamp
- > SOC2 Type 2 Certified

It is important to note that Neighborly Software is much more than a market leading Grant Management solution. Our software is a one stop shop for the enrollment, administration, and reporting of over twenty different housing, economic, and community development programs (e.g., Housing Rehab, TBRA, Mortgage Assistance, Public Services, Down Payment Assistance, Affordable Housing Development, Asset Management, Non-Profit Grants, etc.). As such, Neighborly Software provides the city with not only a market-leading solution for their current programs but also a future option to scale by leveraging our software across other City-wide funding programs.

It's important to acknowledge hesitation and perceived obstacles when choosing to implement new software. However, there are many advantages to working with us, and we hope to mitigate any concerns by sharing the following:

1. **The Neighborly Software team has significant experience working in the public sector, specifically with Housing, Economic, and Community Development organizations.** For the City, this means no time wasted explaining the nuances of your workforce development programs – we already speak your language.
2. **Neighborly Software has a proven software solution that is a perfect fit for the requirements in the RFP.** This provides the city with a "running start" that will lead to a short implementation cycle, "quick wins," and an immediate return on investment. Based on the requirements of the RFP, we are confident that we can complete the implementation in eight (8) weeks.





3. **Neighborly Software is a Microsoft partner and leverages the Microsoft Azure FedRAMP Cloud for secure encryption, hosting, redundancy, and disaster recovery.** Unlike many of our “competitors,” we actively invest in our IT solution to ensure that it meets the changing needs of housing, economic and community development/service organizations. Part of the reason we are growing so rapidly is because of our innovation, intuitive technology, and positive referrals from our “Neighbors” (our affectionate term for our clients).
4. **Grant Management is a core function of Neighborly Software and ‘helping communities help people’ is our mission.** As such, the city would be getting a committed partner that is focused on making this solution a success in your community as opposed to a technology vendor searching for a "project."

We sincerely hope for the opportunity to partner with City of Fort Lauderdale, FL on this exciting initiative. Please let me know if there is anything else we can do to earn your partnership!

Executive Summary

- A. Name of Principals (2)
Jason Rusnak
Chris Behm
- B. Benevate Inc. dba, Neighborly Software
- C. Authorized Representative
Jason Rusnak, President
(703) 864-7231
Jason.Rusnak@NeighborlySoftware.com
- D. Office Address (Headquarters)
3423 Piedmont Rd. NE
Atlanta, GA 30305
- E. Telephone and Fax Number
(703) 864-7231 | Fax # N/A
- F. 80 total employees

Neighborly yours,

Jason Rusnak
President, Benevate, Inc



Grant Management Software

August 11, 2022 | RFP #12692-925

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Purpose-Driven & Mission Ready

**Certification of
 Incorporation, State
 of Delaware, filed
 12/04/2015**



Federal EIN:
 81-0880368



DUNS:
 071701687



58/80 Employees are
 Female and/or Minorities



375+ public sector
 clients

Firm Experience and Qualifications

Since our inception in 2016, Benevate Inc (dba Neighborly Software) has been committed to reinventing the way housing, economic, and community development organizations administer their activities. We recognized the need for a modern and configurable Software as a Service (SaaS) solution designed to support both the common and unique functional needs of such organizations, and our team of experts worked closely with professionals across the country to gain a deep understanding of federal, state and local the result is an industry-focused solution that can be configured and deployed quickly and with reasonable implementation and ongoing support costs. Simply put, our software solution is built by and for housing, economic, and community development practitioners!

Neighborly Software is more than just a great technology company. We are purpose-driven people dedicated to serving something bigger than ourselves. Helping Communities Help People is at the heart of all we do. It's how we designed our software and deliver unmatched Neighbor experiences. We're on a mission to make a difference and believe housing, economic and community development is one of the most powerful and sustainable ways to create social and economic good. Neighborly Software's platform helps communities make real differences in the lives of low-income families and vulnerable populations.

Today, we have 375+ public sector clients that use our intuitive software to enroll, administer and report on over 20 different activities, including:

HOUSING

- > Down Payment Assistance
- > Housing Rehabilitation
- > Lead Hazard Remediation
- > Weatherization Assistance
- > Mortgage/Rental/Utility Assistance
- > Affordable Housing Development
- > Asset Management (Housing)

COMMUNITY DEVELOPMENT

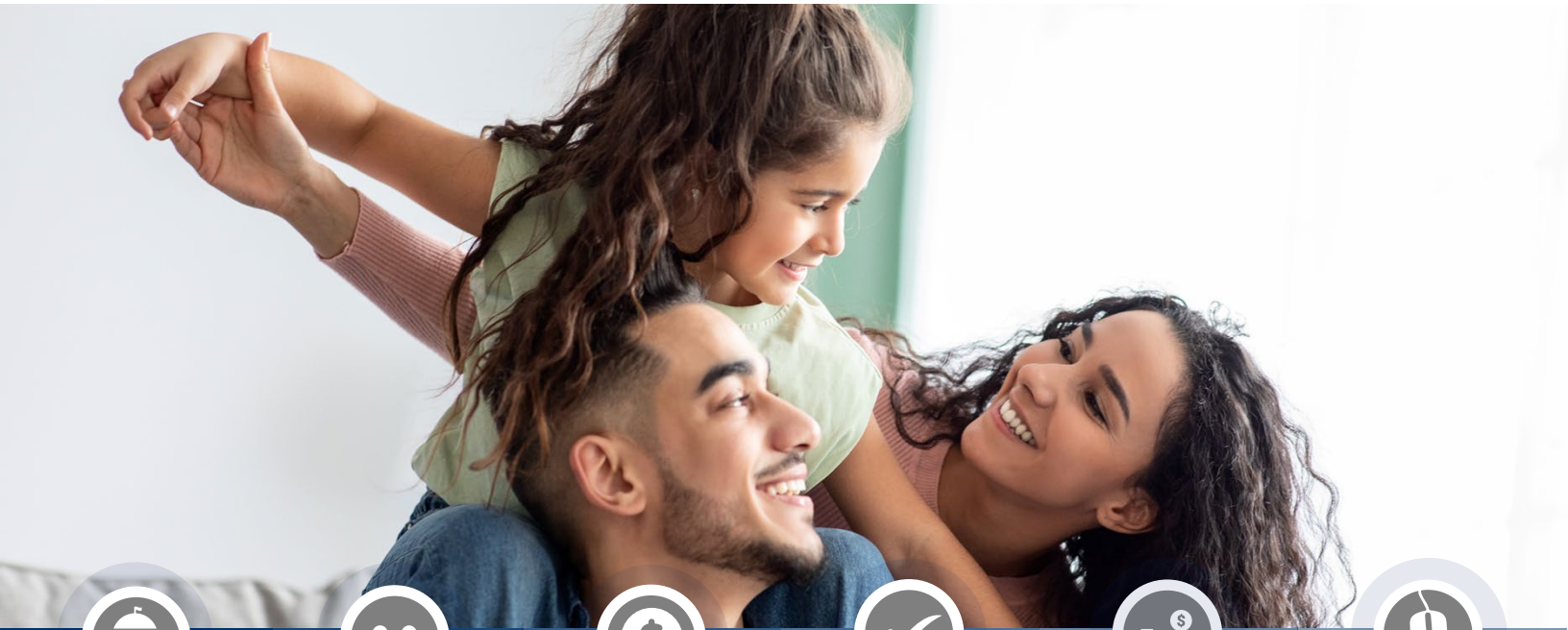
- > Public Service Grants
- > Homeless Assistance Grants
- > Code Enforcement
- > Public Infrastructure
- > Property Acquisition & Demolition
- > Community Land Trust
- > Disaster Recovery & Mitigation
- > Public Facilities

ECONOMIC DEVELOPMENT

- > Small Business Recovery
- > Workforce Development Grants
- > Hiring/Training Grants
- > Commercial Facade Improvements
- > Economic Development Incentives
- > Micro-Enterprise Grants/Loans

Six Modules, One Comprehensive Solution

Neighborly Software is the only provider in the market that incorporates all the functionality necessary to administer these activities, including grant management, case management, loan processing, construction management, affordable housing compliance management and reporting. With a single integrated solution, the city can drive operational efficiencies, improve compliance, and maximize community investment outcomes.



GRANT MANAGEMENT

- > Accept, review, and score grant applications
- > Process subrecipient draw requests
- > Submit accomplishment reports
- > Track funding and program income



CASE MANAGEMENT

- > Manage beneficiary information
- > Track household demographics
- > Upload and store case documents
- > Conduct audit reviews



LOAN PROCESSING

- > Originate and track deferred, forgivable, and amortized loans
- > Complete underwriting
- > Generate loan documents
- > Produce Payoff Statements
- > Generate 1098's



CONSTRUCTION

- > Complete property inspections
- > Generate work write-ups
- > Accept online contractor bids
- > Process contractors draw requests



ASSET MONITORING

- > Evaluate housing unit affordability
- > Re-certify tenants
- > Complete property inspections
- > Manage cure notices
- > Complete monitoring



REPORTING

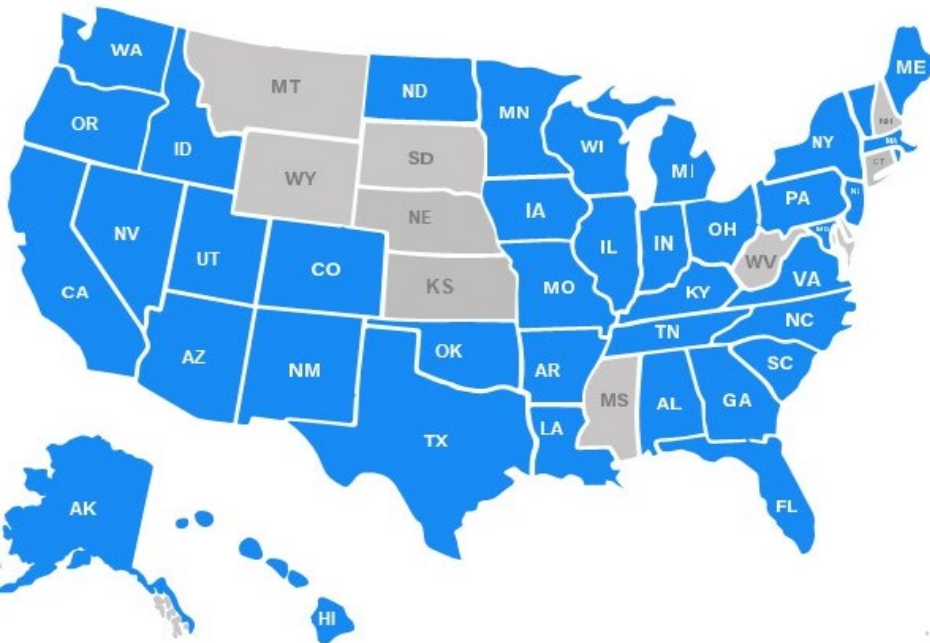
- > Produce standard HUD CAPERs reports
- > Create ad-hoc reports based on unique inquiries
- > Export data to excel or third-party data mart
- > Display activities on a map

Neighbors (aka Clients)

We developed our software in close collaboration with many housing, economic, and community development organizations across the country. Most of these organizations are now Neighbors and are using our software to administer federal (HUD, Treasury, DoE), state, local, and privately funded programs. We continue to learn from our clients, and regularly solicit feedback on the solution and product roadmap. Our product design philosophy is based around our user community, always ensuring we deliver the features and functionality they need to be successful.

Our Neighbors are diverse in size, complexity, and geography. Whether our Neighbor is as small as two administrators in a rural town, or the largest and most complex statewide Emergency Rental Assistance program like the states of Texas or California, we strive to ensure all programs are properly executed, and provide dedicated support teams committed to your success. And we're good at it: our rapid growth is primarily driven by client referrals! Throughout the country, there are clusters of Neighborly clients as a result of clients referring neighboring cities/counties/states to us based on their positive experience with our software and client services.

Our Neighborhood is 375+ Strong...and Growing!



24%

Of all HUD entitlement jurisdictions use Neighborly Software

102

Emergency Rental Assistance Clients

27%

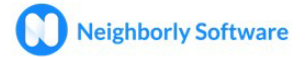
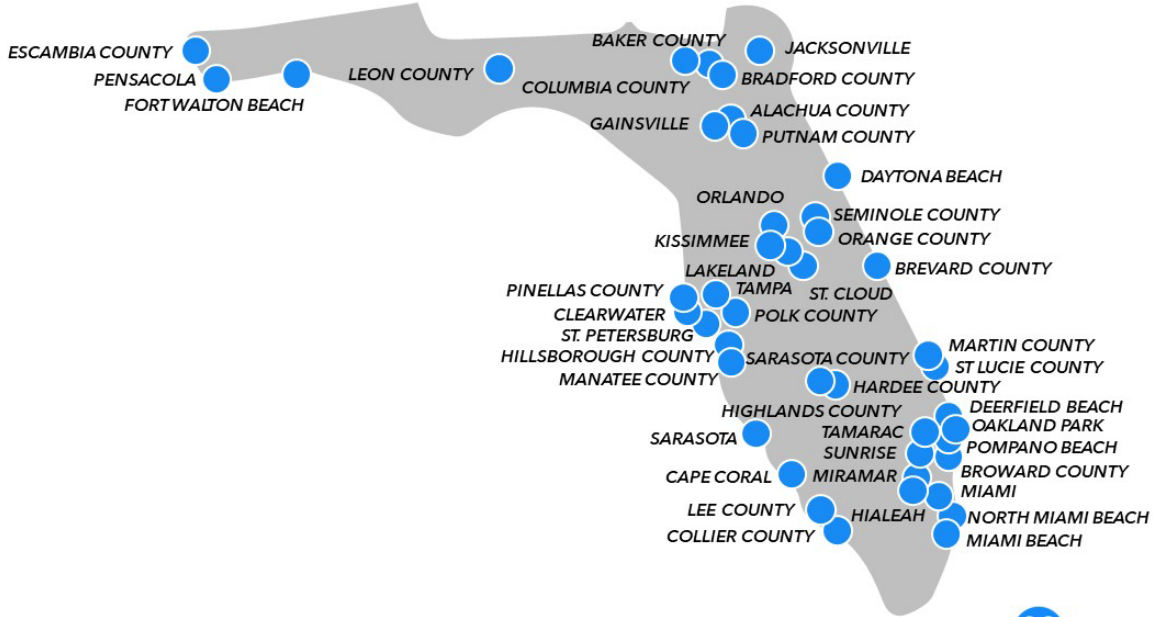
Of all Treasury ERA funding is administered in Neighborly Software

40

States have jurisdictions using Neighborly Software

Sunshine State Neighbors (aka Clients)

68 Florida Neighbors



IT Hosting and Security

The Neighborly Software solution is built and delivered using the Software as a Service (SaaS) model. The solution is fully hosted using Microsoft’s FedRAMP certified Azure cloud computing platform and requires no staffing requirement from City’s IT department for installation, maintenance, backup, upgrade or customization. The system is accessed via a web interface and dynamically renders on any internet enabled device, including mobile phones and tablets. Through our partnership with Microsoft, our solution automatically scales to meet the demand for server and data storage capacity. This ensures maximum uptime and efficient processing of each data request and transaction.

As a part of the services, Neighborly Software is responsible for maintaining a backup of the City’s data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Neighborly Software maintains a contemporaneous backup of data that can be recovered within four (4) hours at any point in time within the last 35 days. A weekly back up of data is also available for 2 years. Automated back-ups are performed by sequel Azure and require no manual activities.

Neighborly Software is a Microsoft partner and utilize Microsoft Azure for all hosting and infrastructure, which includes web hosting, database hosting and blob storage. Microsoft Azure is recognized as an enterprise-grade cloud computing platform with rigorous standards for security. All Customer data is be stored, processed, and maintained solely in certified FedRAMP data centers located in the United States. Our primary Microsoft data center is in Virginia and the backup data center is in Texas.

Neighborly Software leverages geo-redundancy features of Microsoft Azure for the Application/Web Server, SQL database and File Storage servers. In the event of an outage at the primary data center, the system will automatically fail-over to the backup data center within 5 minutes without requiring manual intervention. On an annual basis, Neighborly Software tests its Disaster Recovery capabilities by triggering a manual fail over from its primary data center to the backup data center.

Neighborly Software was built from the ground up with security in mind. All data transmission is encrypted with 2048 bit SSL (https) encryption, and all data is encrypted “at rest” when stored in Microsoft’s SQL Azure relational database management system. Each client/tenant is provided with a unique URL for system access and a separate, unique database for all data storage. In addition, monthly vulnerability assessments are conducted to protect against unauthorized access and all site activity is recorded in an audit log which includes IP address logging.

Hosted in the Cloud by Microsoft Azure

- > Stored in US FedRAMP certified Tier IV Microsoft datacenters
- > Geo-replication across multiple data centers
- > Encryption of all

System Accessed via Web Browser





- > Supported on all web browsers
- > 60+ languages
- > Meets Tier 2 AA accessibility requirements

Automated Data Backups

- > Weekly data backups performed automatically and stored for 12 months
- > Point In Time Restore to any point within the last 35

Advanced Security Features

- > Tenant-specific audit log tracks all activity with User Id and IP address logging
- > Session timeout warnings & auto-logout
- > Separate tenant database architecture logically isolates client data
- > SOC2 Type 1 & Type 2

Software Features

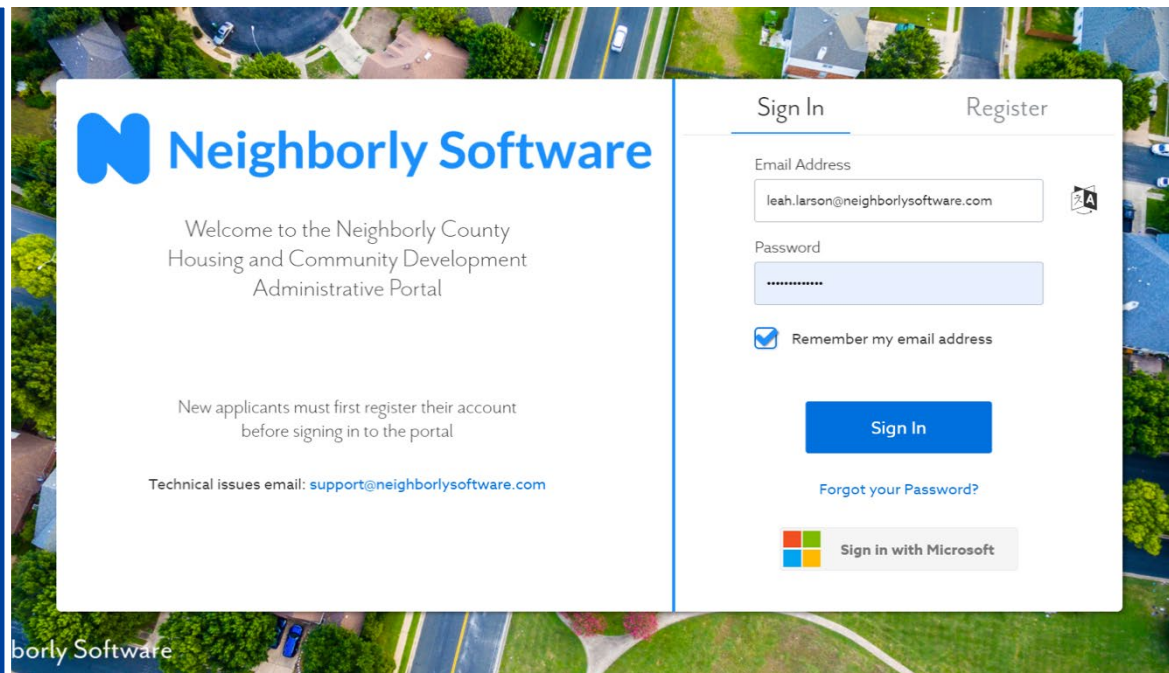
During every client kickoff meeting, we explicitly state that the goal of Neighborly Software is to eliminate or significantly reduce paper, spreadsheets, emails, and manual processes. We make this bold statement because our software is designed by, and built for, housing, economic and community development practitioners. We know many of the challenges you may be experiencing, including:

- the rows of filing cabinets that overflow with paper case files
- the thick paper binders used by your reviewers
- the manual and paper intensive draw approval process
- the manual effort required to create grant agreements for subrecipients/developers
- the significant time your field staff wastes transcribing paper forms (e.g. monitoring)
- the time your property inspectors waste manually uploading pictures to a shared site
- the amount of manual work required to maintain compliance with rental affordability
- the excel “gymnastics” you perform to create ad-hoc reports
- the shadow budgets you manage to reconcile your funding
- the significant time you spend preparing for audits
- the high volume of daily emails you send, many of which go unanswered

Neighborly Software’s standard features enable us to address all of these aforementioned challenges. The following few pages highlight some of the features that will be configured during implementation to meet the unique needs of the city’s programs.

Portal

A branded portal, with a unique web address, provides a one stop shop for the City of Fort Lauderdale’s programs.



Online Application

Participants, subrecipients, developers may apply online including the electronic submission and storage of all required supporting documents.

ELIGIBILITY

The following questions will help determine whether your household meets basic eligibility for the County/City Emergency Rental Assistance program.

A1. Is your household income at below the 80% area median income level?

Yes
 No

HOUSEHOLD SIZE	1 person	2 person	3 person	4 person	5 person	6 person
Income 80%	\$54,150	\$61,850	\$69,600	\$77,300	\$83,500	\$89,700

A2. Are you delinquent on your and/or utility payments or know you won't be able to pay next month's rent?

Yes
 No

A3. Are you resident of Neighborly County?

Yes
 No

CHECKLIST

Please review and confirm the following items

FILTER OPTIONS: Show rows marked as Complete N/A No Selection Has notes on file

INTAKE	DATE COMPLETE	NOTES	FILES
Intake Form	<input type="text"/>	<input type="text"/>	Upload File
Ready for Underwriting	<input type="text"/>	<input type="text"/>	Upload File

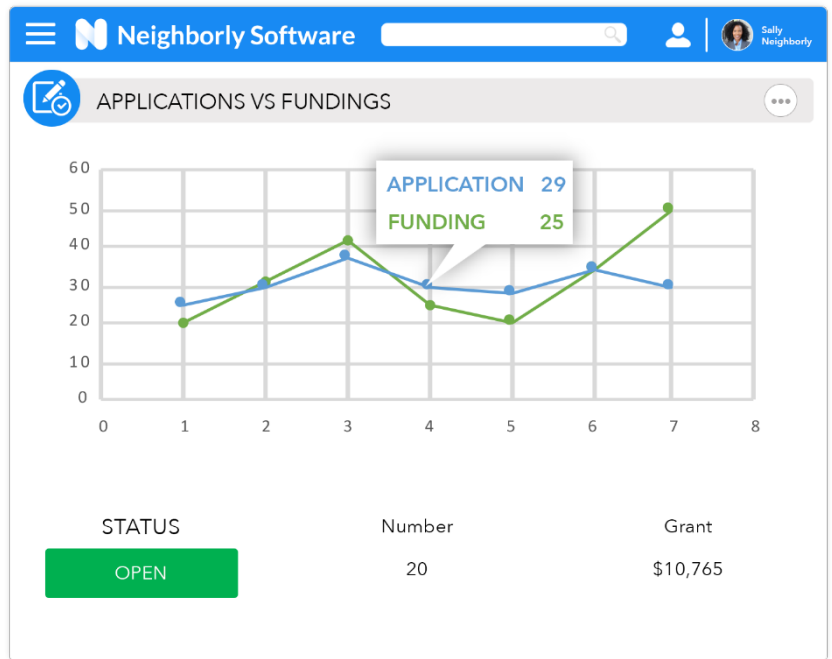
Updated by jason.ruznak@neighborlysoftware.com on 3/30/2022

Workflow

Automated workflow ensures that all Community Based Organizations are capturing and sharing required participant data.

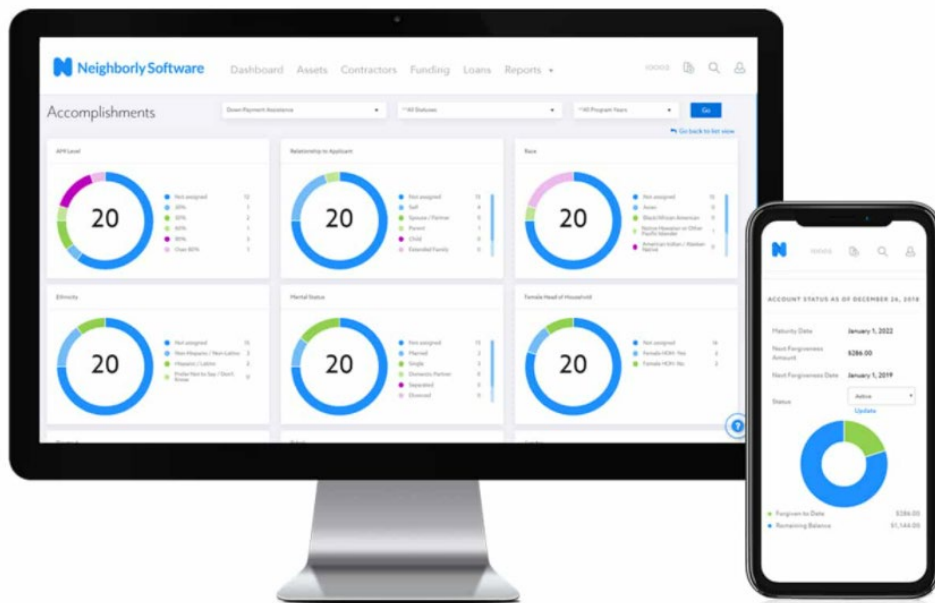
Empower Your Review Committee

Enable your review committee to score applications online based on weighted criteria and/or qualitative assessments. Review results & make allocations. Consolidate reviewer scoring, making it easy to rank applications and finalize funding/allocations decisions. The consolidated Score Summary report makes it easy to rank applications and finalize funding.



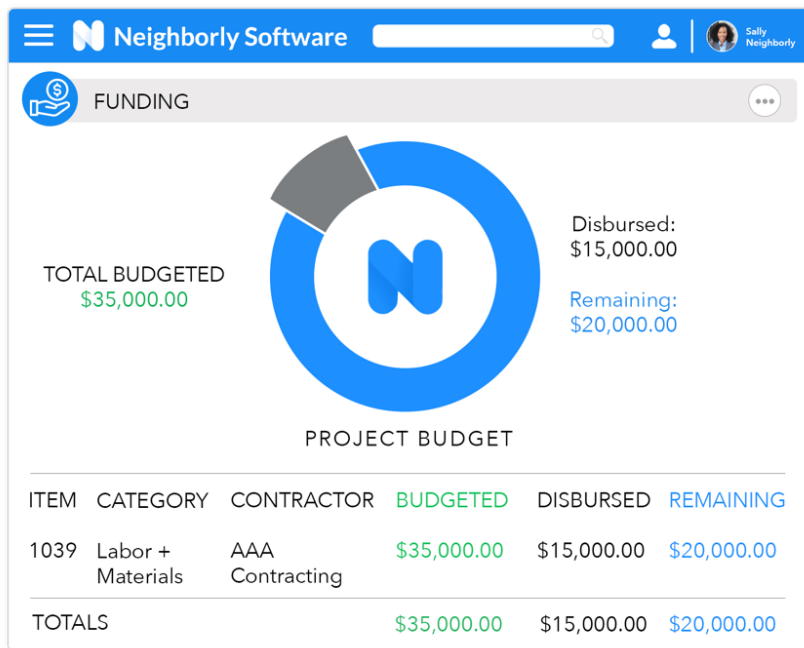
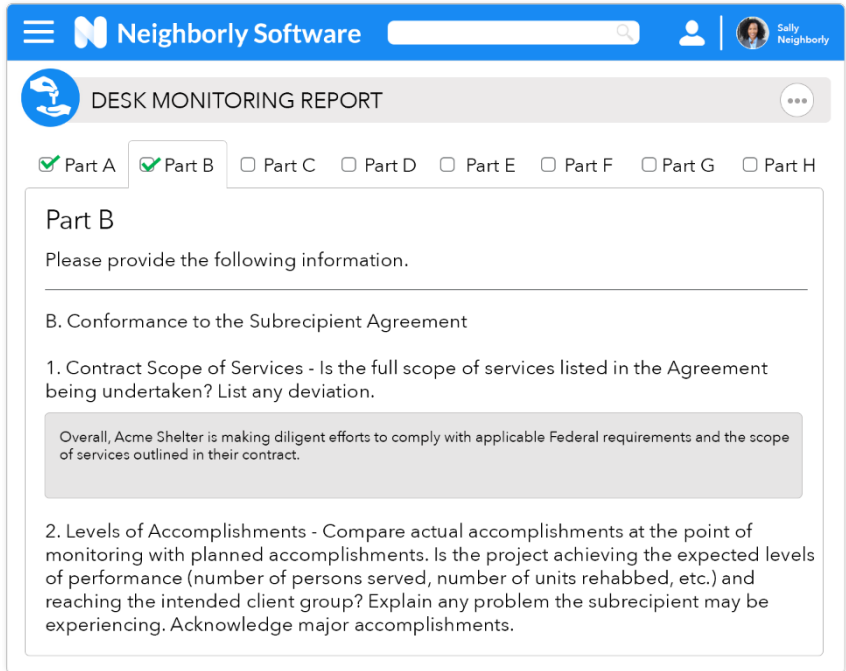
Streamline Accomplishment Reporting

Notify subrecipients when accomplishment reports are due and allow them to complete the reports online. Automatically consolidate all subrecipient accomplishment reports into one comprehensive and auditable report.



Enforce Monitoring Controls

Complete “Desk” and “On-Site” monitoring reports of your participants by using customized forms and checklists.

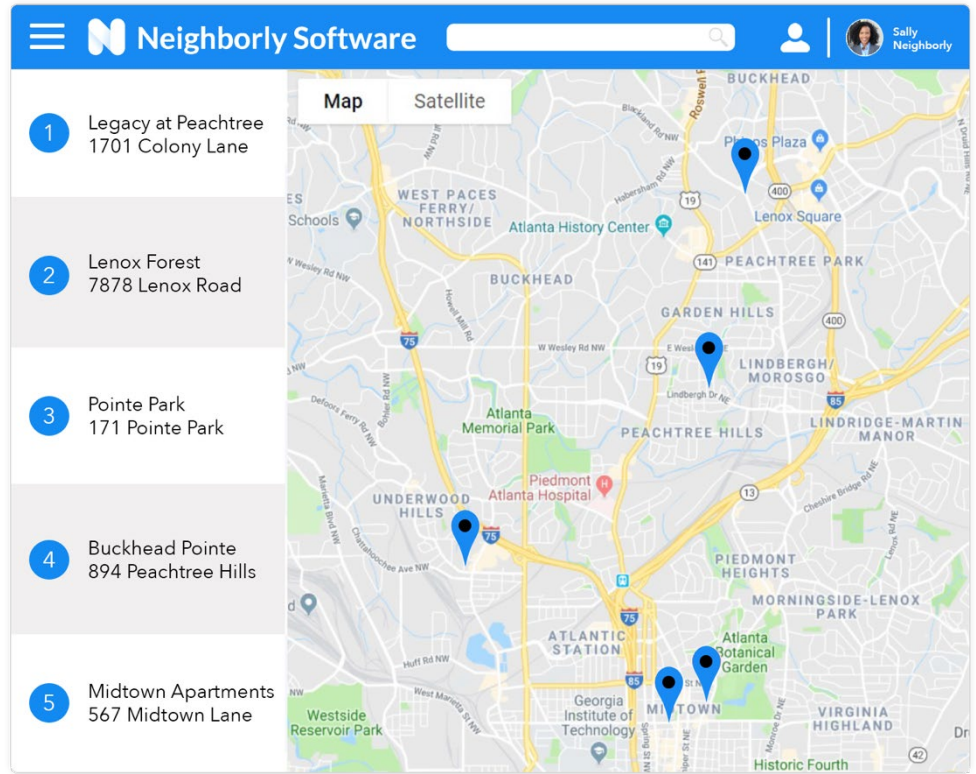


Manage All Your Funding Sources

Allocate and track multiple sources by program, recipient, and funding year. Take control of your grant management reporting with real-time dashboards and pre-configured and ad-hoc reports.

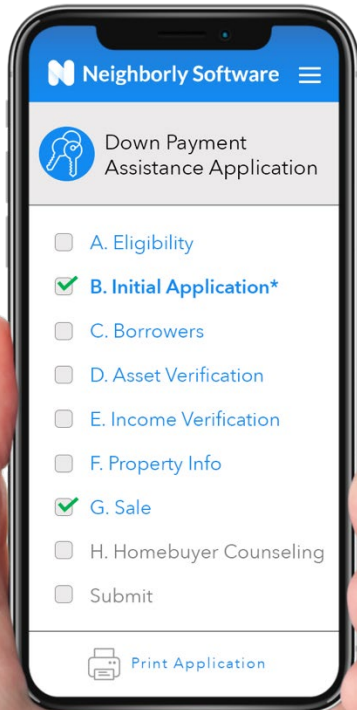
Illustrate Your Results

Plot all grant activities on a regional map.



Take the Office Anywhere

Provide secure online access to administrators, reviewers and subrecipients via any internet enabled device.



Maintain Security & Compliance

Protect sensitive data with role-based security and an audit log that tracks all software activity with a date, user ID, and IP address stamp.

The screenshot displays the Neighborly Software interface for a 'FRAUD' dashboard. At the top, there are navigation icons, the software name, a search bar, and a user profile for Sally Neighborly. The dashboard features four summary cards: Duplicate SSNs (212), Duplicate IPs (52), Duplicate Email Addresses (644), and Submit Times (ranging from < 1 Minute to < 30 Minutes). Below these cards are filter buttons for 'SSNs', 'Emails', 'IPs', and 'IP Search'. A table below shows search results for 212 items, with columns for Case ID, Case Name, Status, Program Year, Created Date, Notes, Funding Amount, and Funding Disbursed. The table lists several cases with their respective details.

CASE ID	CASE NAME	STATUS	PROGRAM YEAR	CREATED DATE	NOTES	FUNDING AMOUNT	FUNDING DISBURSED
31488	Health Screen	Under Underwriter Review	2021	01/31/2022	Notes updated: duplicate s...		
30409	Health Screen	Application in Progress	2021	01/10/2022	Notes updated: free open s...		
33238	Health Screen	Duplicate	2021	03/29/2022	Notes updated: applicant fo...		
31818	Health Screen	Application in Progress	2021	02/14/2022	Notes updated: free open s...		
31571	Health Screen	Under Underwriter Review	2021	02/03/2022	Notes updated: free open s...		
31995	Health Screen	Denied	2021	02/17/2022	Notes updated: free open s...		
33035	Health Screen	Pending Applicant Informati...	2021	03/21/2022	Notes updated: Health and		
30329	Health Screen/His	Application in Progress	2021	01/10/2022	Notes updated: applicant fo...		
31571	Health Screen	Under Underwriter Review	2021	02/03/2022	Notes updated: free open s...		
31995	Health Screen	Denied	2021	02/17/2022	Notes updated: free open s...		
33035	Health Screen	Pending Applicant Informati...	2021	03/21/2022	Notes updated: Health and		
30329	Health Screen/His	Application in Progress	2021	01/10/2022	Notes updated: applicant fo...		

Section III – Technical Specifications/Scope of Services

1. Scope of Work

The City of Fort Lauderdale, Florida (City), is soliciting proposals for a Cloud-Based Grant Management, Case Management, Deferred Loan Processing, Asset Management Software, and Construction Management Software. The Housing and Community Development Division (HCD) manages Federal, State, and Local grants such as, but not limited to, Community Development Block Grant (CDBG), Housing Opportunities for Persons with AIDS (HOPWA), HOME Investment Partnerships (HOME), State Housing Initiatives Partnership (SHIP), and Programs fund by the City General Funds (General Funds). The Software must have the capability to host enrollment, application, qualification administration and reporting for the following programs funded with Federal, State and local funds:

1. Housing Rehabilitation *Standard functionality.*
2. Tenant Based Rental Assistance *Standard functionality.*
3. Short-term rent Mortgage and Utility Assistance *Standard functionality.*
4. Public Service Activities *Standard functionality.*
5. Down payment Assistance *Standard functionality.*
6. Affordable Housing Development *Standard functionality.*
7. Affordable Housing Inventory Asset Management *Standard functionality.*
8. Non-Profit grants *Standard functionality.*
9. Housing Quality Inspections *Standard functionality.*

The City’s goal is to streamline grant management, monitoring, reporting, and subrecipient/beneficiaries application process which will improve administrative efficiency and regulatory compliance of Housing, Community and Community Development and other grant programs. The software must be able to generate Federal Consolidated Performance Evaluation Report CAPER data that is auditable., SHIP report data as well as general grant performance reports that are auditable. The software must have the capability to keep secure Personally Identifiable Information PII. Software provider must be able to demonstrate the software meets or exceeds all security standards for the Information Technology Industry (IT)

Key Features and Capabilities			
	YES	NO	Explanation
Track and enforce principal residency compliance for beneficiaries of home rehabilitation program and purchase assistance.	YES		Standard functionality.
Track compliance for differed loans	YES		Standard functionality.
Evaluate in real-time activities for sub-recipients of public service funding, community housing development organization funding, and Community Based Development organization funding.	YES		Standard functionality.
The Software must be scalable to streamline work for administrators, subrecipients, grant application reviewers, beneficiaries, property managers, construction inspectors and housing quality standards inspectors.	YES		Standard functionality.

The Software provider must be able to provide a minimum of 4 hours of training for each implement module. These training should be recorded and be available on demand at no extra cost to the City. Training for software update must also be included.	YES	Standard functionality.
Collect and store all beneficiary a subrecipient supporting documentation	YES	Standard functionality.

2. Account Management

Proposer shall provide an Account Manager, who will be readily available during normal business hours to administer the Agreement. Proposer is responsible for notifying the City with any changes in account manager or contact information. Account Manager’s responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue resolution. *Standard functionality.*

3. Personnel

Proposer shall assign all key personnel identified in its proposal and this Agreement to complete all of their responsibilities in connection with performance of its obligations. Proposer shall obtain written approval of the City prior to reassigning any key personnel. Replacement of key personnel, upon written approval by the City, shall be with personnel of equal or greater ability and qualifications. Proposer’s replacement of key personnel shall not be grounds for an increase in the total Agreement price or extension of the time for completion of the services required. The unauthorized change of key personnel by Proposer shall be considered by the City as a material breach of the Agreement and grounds for termination. *Acknowledged.*

4. Implementation Schedule

The implementation schedule will be no more than 3 months in length, starting in 2022 with fully functional software online no later than October 1, 2022. Software priority implementation will consist of the following four programs: 1) housing rehabilitation, 2) down payment assistance, 3) public services activities, and 4) affordable housing multi- family construction/rehabilitation development 4. Housing Quality Standards Inspections, and new module will be added as required. *Acknowledged.*

5. Task Order

Task 1 - Project Initiation

The Project Initiation will be comprised remote or in person meetings as necessary and the development of a workplan for the implementation of the grant management software. A discussion will be conducted on the requirements and the general work items necessary to achieve those requirements. *Neighborly Software will conduct all work remote.*

Task 2 - System Configuration

The System Configuration is for the setup of the software to the functional requirements addressed in the System Functionality Overview section of this Scope of Work. This may be completed remotely. During setup, key City staff will be provided access to the system to assess its adherence to required functionalities and provide feedback. *Acknowledged.*

In addition, the City has specific documents that will need to be configured into the software. Attachment 1 contains samples of the required documents. The content of these samples will be included in those developed within the application. During the setup, bi-weekly status demonstration meetings conducted via teleconference and/or Zoom/Microsoft Teams, will be conducted to ensure the setup schedule is being

maintained and to allow the City the ability to review and validate the system setup at scheduled intervals during the process. *Standard functionality.*

Task 3 - System Acceptance

Under System Acceptance, the City will review all key deliverables submitted. If a major issue is encountered, the City shall provide written notice of the issue and include a reason why a change is required. A Zoom meeting will be conducted to review the issues and define the path forward for updating the system to resolve the identified issues. As part of System Acceptance, City staff will enter existing project information into the software. The completion of this will be in support of the City's acceptance of the software and will be completed after training. Software documentation will be provided as part of deployment, after system acceptance has been completed. *Acknowledged.*

Task 4 - Training

Training shall be provided to software administrators and end users and shall include eight hours of virtual training. Training will be developed to teach navigation, data entry, analysis, payment workflow for approval, as well as how to access and complete documents for loan closings. *Standard functionality.*

Task 5 - On-Going Support

Once the system has been implemented and is in use, the City requires ongoing, adhoc, remote support to address upgrades, modifications, or issues with configuration, functions, and/or software integration that may arise. In addition, technical support will be required. Support will be administered during business hours (8:00 a.m.-5:00 p.m. EST, Monday through Friday) and be available via multiple methods, such as email, phone, teleconference, etc. This is considered ongoing software support. *Standard functionality. City of Fort Lauderdale will be assigned an Customer Success Manager (CSM) for the life of the contract.*

6. Schedule of Deliverables - *Confirmed.*

Task 1 - Project Initiation

- Remote/In Person Meetings
- Development of a work plan for implementation

Task 2 - System Configuration

- Configuration of software
- Bi-weekly status demonstrations required during the configuration phase

Task 3 - System Acceptance

- Software Acceptance Test Plan
- Software Acceptance Meeting
- Software documentation (Administrator Guide)

Task 4 - Training

- Develop training schedule
- 4 hours virtual training for each module
- Make training videos available on demand.

Task 5 - On-Going Support

- Final Acceptance and Sign-Off
- On-going Software Support
- Module implementing as needed

7. Quality Assurance

The City would like to be able to have access to the system 24hours a day, 7 days a week, with the understanding that the software may be unavailable during required maintenance and upgrades. The City would require at a minimum 24-hour notification prior to making the software unavailable. *Standard functionality.*

8. Non-Performance

a. If Contactor is found in non-performance per the Agreement requirements and responsibilities, and/or fails to satisfactorily remedy or cure non-performance, the Contract Administrator will file a vendor complaint report with the Procurement Department. The Procurement Department will notify the Proposer in writing. Proposer shall reply in writing within ten (10) business days with detailed corrective action to remedy the non-performance, including Completion Deadline date and time. Follow-up or call-back work to correct such non-performance shall be solely at Proposer's expense. *Acknowledged.*

b. Contract Administrator shall conduct inspection immediately after Completion Deadline and advise the Procurement Department in writing regarding satisfactory resolution or of any remaining deficiencies. *Acknowledged.*

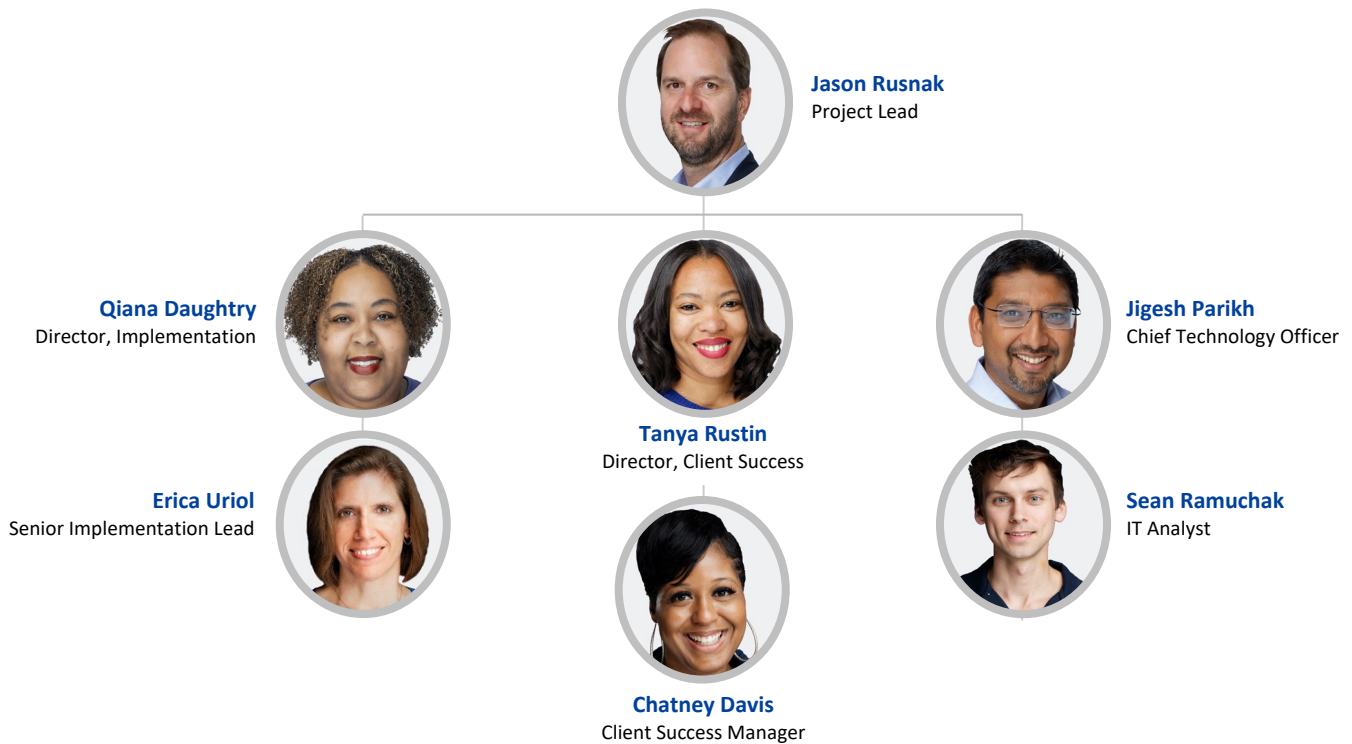
c. If Proposer fails to remedy or cure deficiencies identified in a vendor complaint report by the Completion Deadline, the City may deduct the costs from payment of Proposer invoices to obtain service elsewhere. *Acknowledged.*

Implementation Team

To date, Neighborly Software has successfully implemented and is currently serving over 375+ public sector clients (and counting). Not only do we have a proven implementation methodology that leverages best practices, but we also have an experienced staff that will lead the implementation and support of the software. All work contemplated in this RFP will be performed by Neighborly Software employees.

The proposed Neighborly Software project team has over 60 years of experience implementing and/or administering housing, economic and community development programs. Our industry knowledge not only expedites the implementation and support processes, but also provides the city with best practices that are proven to drive operational efficiencies, improve program compliance and maximize community investment outcomes. For the City, this means no time wasted explaining the challenges and nuances of housing, economic and community development programs. Resumes for each proposed staff can be found on the following pages.

City of Fort Lauderdale, FL Project Team



Jason Rusnak

Co-Founder & President

SUMMARY OF ACCOMPLISHMENTS

Working at the intersection of strategy and technology, Jason Rusnak is a “disrupter” that takes great pride in challenging the status quo. As co-founder and President of Neighborly Software, Jason is responsible for partnering with clients to reimagine (and reinvent) how housing, economic and community development activities are administered.

Prior to Neighborly Software, Jason held executive management positions with Accenture’s Government Strategy practice and ADP. Jason completed his undergraduate studies at Denison University and received his MBA from the University of North Carolina.

WORK HISTORY

Neighborly Software
Co-Founder & President, 2015 – Current

Co-founder of a company that provides a cloud-based software solution to improve the administrative efficiency and regulatory compliance of Housing, Economic and Community Development organizations.

Automatic Data Processing (ADP)
Division Vice President, 2010 – 2015

Member of Senior Leadership Team of National Account Services (NAS), a \$1.9B division of ADP. Led a high-performing team that was responsible for driving profitable revenue growth while transforming the business from a payroll provider to a broader Human Capital Management provider.

Accenture
Senior Manager, Government Strategy, 1999 – 2010

Worked closely with Federal, State and Local governments to improve government operations by re-engineering processes, incorporating new technology and/or creating long-term strategic plans.



AREAS OF EXPERTISE

- Administration of 20+ Housing, Economic and Community Development Programs
- Leadership and Strategic Direction
- Goal Establishment
- Legislation and Government Directive Implementation
- Policy and Procedures
- Budget Planning
- Business Transformation Process
- Collaborations and Partnerships

EDUCATION

Master’s Degree
University of North Carolina

Bachelor’s Degree
Denison University

Tanya Rustin

Client Services Director

SUMMARY OF ACCOMPLISHMENTS

Tanya is a Client Services Manager with 10+ years of experience in identifying and fulfilling customer’s needs across multiple industries with an emphasis on implementation and onboarding. She is adept at managing multiple projects in parallel while maintaining customer relationships.



WORK HISTORY

Neighborly Software
Client Success Manager, 2018 – Current

Responsible for completing the customer project lifecycle from requirements gathering through planning, implementation and go live. Lead and manage the expansion of the Customer Success team while continuing to streamline the implementation process for customers and internal teams.

TransUnion
Client Services Manager, 2016 – 2018

Collaborated closely with customers to ensure 100% audit compliance and achievement of their strategic goals while managing and maintaining day-to-day client relations for a \$6M book of business.

CoStar Group
Customer Service Manager, 2013 – 2016

Led a high performing team that was responsible for and managed the implementation of all customers joining CoStar under the Apartment Finder umbrella to ensure delivery of optimal service, improvement of client satisfaction and retention goals and consistent achievement of quality standards.

AREAS OF EXPERTISE

- Client Services
- Implementation
- Onboarding
- Client Relations
- Client Success
- Staff Development
- Compliance
- Performance Management
- Daily Operations
- Process Improvement
- Contract Obligation Assurance

EDUCATION

Bachelor’s Degree
Georgia State University

Jigesh Parikh

Chief Technology Officer

SUMMARY OF ACCOMPLISHMENTS

Jigesh is a strategic thinker and a data-enthusiast that takes pride in leading teams to deliver a state-of-the-art SaaS platform.

Prior to joining Neighborly Software, Jigesh held senior leadership roles at Americold, Intradiem and Willis Towers Watson.

WORK HISTORY

Neighborly Software
Chief Technology Officer, 2021 – Current

Jigesh is responsible for Technology Roadmap, Architecture, Development, QA, Sustaining Engineering, Security and DevOps

Americold Logistics
Director, 2015 – 2021
Data Analytics/Software Engineering

Responsible for overall Data/Analytics Vision, Strategy, Execution and Rollout across Americold Business Units and Customers. Responsible for Business-Relationships and Technology for Analytics and Cloud-based Applications

Intradiem
Senior Manager/Director, 2014 – 2015
SaaS Platform and Business Intelligence

Responsible for Mobile-Application, SaaS Platform and Business Intelligence teams in geographically diverse locations (30-50 people)

Willis Towers Watson
Director, 2008 – 2016
Software Development and Program Management

Led/managed geographically diverse and cross-functional software teams to deliver risk management enterprise software. Responsible for estimating and managing project/program costs and timelines.



AREAS OF EXPERTISE

Experienced Technology Executive with Direct Accountability

Enterprise Data/Analytics

Software Engineering/SaaS

Cloud and Hybrid Environments

Results and People Oriented

Application Architecture

Data Work Streams

EDUCATION

Master's Degree
Georgia State University

Bachelor's Degree
Gujarat University

Chatney Davis

Client Success Manager

SUMMARY OF ACCOMPLISHMENTS

Chatney is a motivated and dependable professional with years of expertise in fast-paced environment utilizing excellent Client Relations and Service Satisfaction. She is proficient in job execution and has a proven track record of success in compliance, process improvement, customer service and leadership.

WORK HISTORY

Neighborly Software

Senior Client Success Manager, 2020 – Current

Chatney manages a portfolio of high revenue, long-term clients to ensure success of software for multiple programs. She also maintains over 20 customer accounts and manage a rotating portfolio of live clients to ensure a successful implementation of new applications within the software.

The Salvation Army

Case Manager/Housing Specialist, 2014 – 2020

Provided case management services and follow-up for clients including service planning, medication monitoring, referrals to clinical services, day programs, vocational services, and opportunities, etc.

Think Outside the Office

Virtual Customer Service Representative, 2012 – 2014

Built and retained customer loyalty through timely and effective one call resolution: increased revenue through the execution of various sales initiatives. Provided effective and timely resolutions of a range of customer inquiries, responded to customer inquiries requests; resolved issues efficiently and professionally.

Transitional Family Services

Family Development Specialist, 2010 – 2012

Built rapport and self-sufficiency in parents through monthly goal-oriented meetings, supportive counseling, and crisis intervention. Assisted families in developing problem-solving and coping skills by providing counseling and/or referring them to appropriate community agencies.



AREAS OF EXPERTISE

Program and Project Management

Case Management

Reports

Time Management

Team Management

Relationship Facilitation

Customer Service

Client Relations

Performance Improvement

Process Improvements

Quality Assurance

Conflict Resolution

EDUCATION

Bachelor's Degree
Augusta State University

Paralegal Certificate
University of Georgia

Qiana Daughtry

Implementation Director

SUMMARY OF ACCOMPLISHMENTS

Qiana has 20+ years of experience administering HUD and State funded programs. She is a nationally recognized CDBG and HOME trainer with the National Community Development Association (NCDA). She recognizes the need for effective and user-friendly software and joined the Neighborly Software team to help colleagues work smarter.

WORK HISTORY

Neighborly Software
Implementation Director, 2020 – Current

Qiana’s current duties involve maintaining brand awareness, completing the customer project lifecycle from requirement gathering through go live, and assisting with solution development.

National Community Development Association
Trainer, 2018 – present

Specialized training to CDBG and HOME entitlement communities in the areas of regulations, program management and subrecipient training and management.

Pasco County
Operations Manager, 2019 – 2020

Responsible for the internal operations of a large, urban community development and housing office that has programs for homeownership rehabilitation, rental development, homelessness, public services, and neighborhood redevelopment funded by federal and state funding.



AREAS OF EXPERTISE

Program & Project Management

Implementation

Onboarding

Training Presentations

Organizational Promotion

Relationship Facilitation

Vendor Relations

Contractor/Sub Contractor Relations

Community Engagement

Staff Development

Performance Improvement

EDUCATION

Bachelor’s Degree
University of South Florida

Erica Uriol

Senior Implementation Lead



SUMMARY OF ACCOMPLISHMENTS

Erica is a project management consultant and business operations specialist with over 10 years of experience in financial systems software and case management software implementations. She assists organizations both public and private through full life cycle transitions of financial system technology and case management software to improve business functionality and efficiency.

WORK HISTORY

Neighborly Software

Senior Implementation Lead, 2020 -

Leads remote based knowledge transfer sessions with client leadership teams and their sub-recipients through all phases of the implementation process such as the project kick-off calls, security setup & review, budget and draw approval workflow setup, system configuration, end user training and "go-live" support and follow-up.

Revenue Cycle Project Manager-Consultant

Matrixcare, Inc, 2019 - 2020

Organized and managed client implementations in conjunction with Senior Project Management including assisting with the development of client implementation project plans.

Financial Implementation Consultant

Tyler Technologies – 2017 - 2019

Hosted remote and onsite knowledge transfer sessions with client leadership teams through various phases of the implementation process.

Project Consultant

LRA by Deloitte & Touché – 2016 to 2017

Successfully trained over 500+ users on Cash Recycler functionality such as how to: open and close a till, perform a cash advance, cash pickup, close a till, print reports, add/delete users, clean and maintain the recycler, manage the armored car bank deposit pickup process, setup secure access for 3rd party vendor.

AREAS OF EXPERTISE

Financial Systems and Case Management Software Implementations

Project Management

Business Operations

Public and Private Sector Organizations

Business Functionality and Efficiency

Government Agencies

Implementation Process and Procedures

EDUCATION

Bachelor's Degree
University of Phoenix

Sean Ramuchak

IT Analyst

SUMMARY OF ACCOMPLISHMENTS

Sean has experience working with the various aspects of IT solutions such as: setting up home computer systems, installing commercial-grade networking hardware/software, installing/maintaining commercial-grade audio-visual systems, and developing software with large and small business teams. He excels in creating unique solutions based on IT and business requirements that are both reliable and user-friendly.

WORK HISTORY

Neighborly Software
Software Developer, 2019 – Current

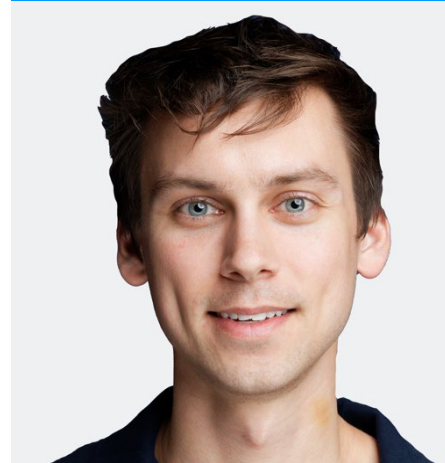
Responsible for the development of software solutions to meet the needs of organizations involved with public housing and grant management; these responsibilities include monitoring system performance, ensuring a reliable and secure platform for client use, and addressing additional client needs through software enhancements.

UDA Technologies
Software Developer, 2017 – 2019

Responsible for the development, testing, implementation, and maintenance of various projects through teamwork and communication with other developers and project managers.

Auburn University OIT Department
Classroom Support Specialist, 2015 – 2016

Responsible for assisting campus faculty with technical questions and malfunctioning equipment, performing scheduled maintenance on classroom equipment, and keeping accurate logs of all troubleshooting steps.



AREAS OF EXPERTISE

Experienced Technology Executive with Direct Accountability

Enterprise Data/Analytics

Software Engineering/SaaS

Cloud and Hybrid Environments

Results and People Oriented

Application Architecture

Data Work Streams

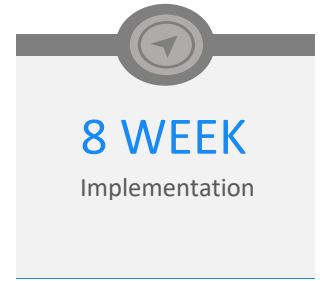
EDUCATION

Bachelor's Degree
Auburn University

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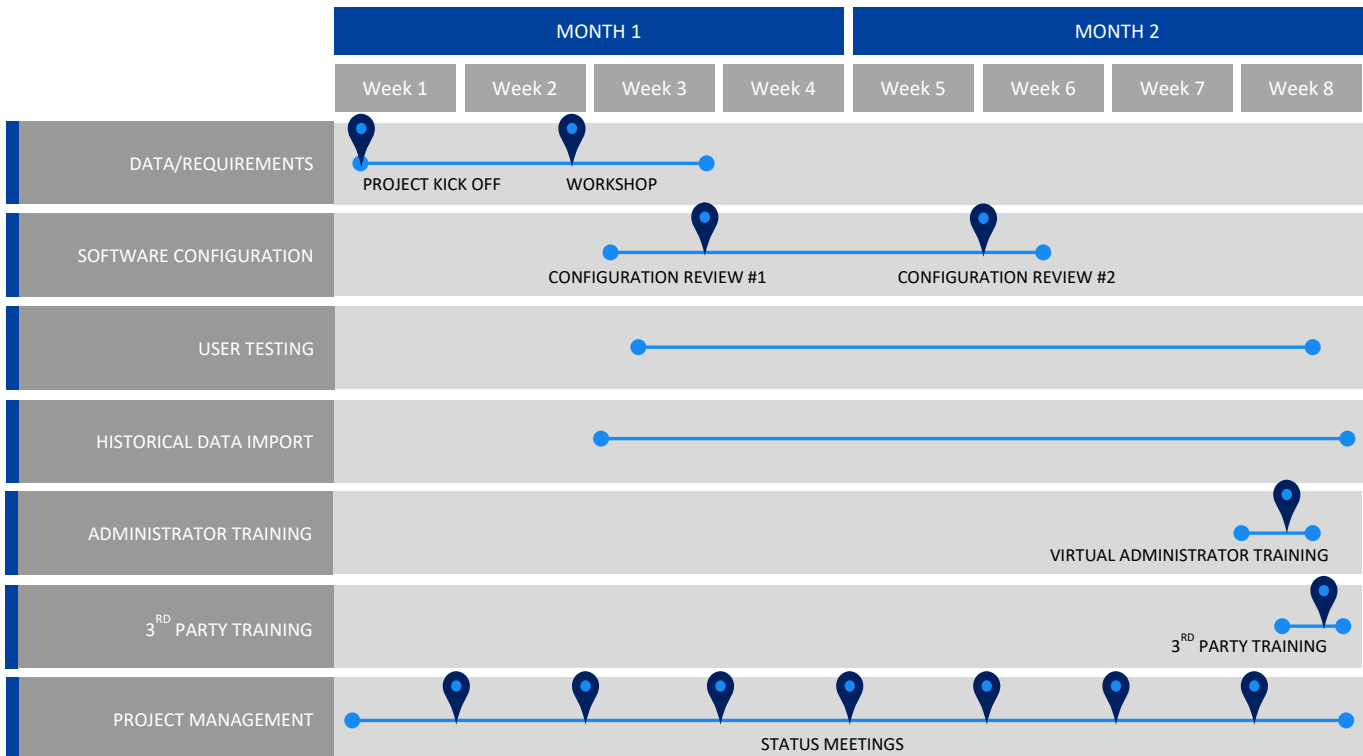
Implementation Timeline

Our implementation cycle can range from as quick as 24 hours (CARES Act or COVID-19 Emergency Assistance Grants) to as-long-as twelve weeks depending upon the number of programs being implemented, the complexity of the programs and the responsiveness of the client. **Based on the requirements outlined in this RFP, we are confident that the software can be implemented, and all training completed within eight weeks.** Additional details and milestones regarding our implementation methodology and approach can be found in our “Implementation Schedule” below.



Our software is specifically designed for housing, economic and community development programs and incorporates many “best practices” out of the box. This significantly reduces the upfront gathering of information and configuration required of a generic grant management solution.

During implementation, Neighborly Software staff will complete all configuration within the system. It is important to note that until the client’s advanced system administrator(s) is fully trained and comfortable with the configuration tools, our staff will continue to support and handle any day-to-day configuration updates as needed. Our implementation approach is iterative in nature and results in a usable, testable minimum viable product within two weeks of the kickoff meeting. Our proposed implementation schedule is below, including a description of all implementation meetings.



Implementation Meeting

EVENT	KEY ACTIVITIES
Kickoff Meeting (Virtual)	<ul style="list-style-type: none"> > Demonstration of the software to all key stakeholders. > Project objectives and software requirements are reviewed > Implementation timeline is reviewed and required roles are identified. > Detailed project work plan is reviewed > Implementation Guide is reviewed. The guide identifies required information to configure the software.
Workshop	<ul style="list-style-type: none"> > Review completed Implementation Guide > Review all historical data sources, if applicable > Review, discuss and recommend client best practices to incorporate > Project requirements are finalized > Historical data template is provided for data capture by client, if applicable
Configuration Review Meeting #1	<ul style="list-style-type: none"> > First pass configuration is demonstrated to all key stakeholders. > User credentials are given to administrators for testing – recommended that at least two existing cases are entered into the system > Detailed feedback is captured and incorporated into next review.
Configuration Review Meeting #2	<ul style="list-style-type: none"> > Second pass configuration is demonstrated to all key stakeholders, including subrecipient reporting and draw request/approval workflow > Additional cases are entered in the system > Detailed feedback is captured and incorporated into next review. > Historical data is uploaded into the system; client review and final acceptance testing begins
Administrator Training	<ul style="list-style-type: none"> > Initial configuration is complete. > Virtual training (8 hours) is conducted for all administrators for in-scope programs
3 rd Party Training	<ul style="list-style-type: none"> > Conduct one virtual training session for all subrecipients for each program
Weekly Status Meetings	<ul style="list-style-type: none"> > Review and update the project work plan > Review open risks and issues > Distribute weekly project status reports to key stakeholders
Monthly Steering Committee Meetings	<ul style="list-style-type: none"> > Review project progress and milestones > Make decisions and provide guidance on key issues and risks > Review and approve change orders, if applicable



Neighborly Software has a proven implementation methodology that has been refined over the course of 375+ successful public sector implementations.

Client Support

With Neighborly Software, you receive an agile partner, dedicated to improving impact. We pride ourselves on our core values of **Community, Innovation, Teamwork, Integrity, Enthusiasm and Service (CITIES)** and unwavering commitment to helping communities help people. Housing, Economic and Community Development is at the forefront our company’s mission. As such, the city would receive a personalized software solution with a focus on making this partnership a success. Prior to the Go-Live training, the city will be assigned a Client Success Manager to be their point of contact for all things training and support needs. All the initial client support, onboarding, and training is handled by their dedicated Client Success Manager.

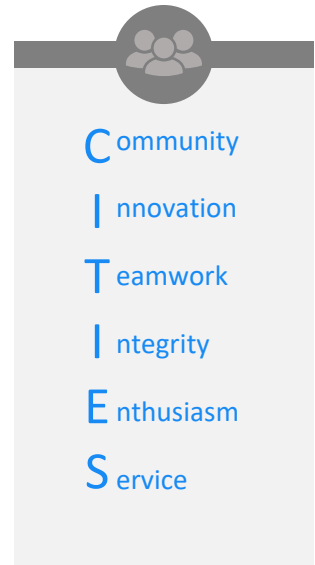
Once the City is live and has received training, they are able to submit support requests to the Atlanta-based customer support team for ongoing care and account maintenance with periodic check-ins from their Client Success Manager to ensure that they’re getting the most out of the software. For example, each year Neighborly software provides a list of “best practices” related to technology, process, and strategy. This approach ensures that our clients are not only getting the most value out of our software solution, but also their relationship with Neighborly Software and our growing client base. We also provide ongoing virtual training and support for all administrators as well as 3rd party stakeholders, including subrecipients, developers, and beneficiaries.

Clients can submit software enhancement requests via their Client Success Manager. Every quarter, Neighborly Software reviews and prioritizes the requests across our client base. Functionality that has applicability across our client base is typically given priority.

Training Resources

Once the client is live and has received training, they are able to submit support requests to the customer support team for ongoing care and account maintenance with periodic check-ins from their Client Success Manager to ensure that they are getting the most out of the software. We also provide ongoing training and support for all administrators as well as subrecipients.

TRAINING	TYPE	DESCRIPTION
Go-Live Training	Virtual	A four-hour training that walks administrators through all the software’s functionality.
Advanced Administrator Training	Virtual	A four-hour virtual training that reviews advanced configuration functionality for users that have permissions to change application fields, create word and email templates, update user permissions, change annual income limits, create new grant years, etc.
Virtual Subrecipient Training	Virtual	Thirty-minute online training typically offered to subrecipients/developers prior to the start of each application cycle and prior to the start of subrecipients using the software for draw requests and reporting. The training is recorded and can be posted to a website.
User Guides	Virtual	All stakeholders (e.g. Administrators, Subrecipients, Developers, Reviewers) have access to User Guides that highlight software functionality specific to their role.



Webinars	Virtual	<p>Each month Neighborly Software hosts a one-hour webinar that provides a “deep dive” on product functionality. The webinar is open to all Neighborly Software administrators. All webinars are recorded and posted to the online support forum. Below are the recent webinars:</p> <ul style="list-style-type: none"> > Loan Origination and Management > Contractors & Work Write Ups > Document Rendering and MS Word Templates > Funding and Budget Module > Creating Ad-hoc Reports via Report Builder > Affordable Housing Asset Management & Compliance
Support Videos	Virtual	<p>Short instructional videos posted to our online support forum that highlight discreet administrator processes (e.g., how to change annual income limits, how to generate a CAPERs report)</p>
User Conference	Virtual	<p>Starting in the Fall of 2023, Neighborly Software will host a two- day user conference that highlights new software functionality, client best practices and emerging trends in the housing and community development industry.</p>

Client Success Support

Once a neighbor has completed the implementation process, they are handed off to a dedicated Client Success Manager. The client success team works with our neighbors to help with making changes to existing set up but also for any additional training needed for your staff, subrecipients, contractors, etc. We also will work with you to implement any additional programs needed in the future. Internally we conduct periodic optimizations of your use of the software and will meet with you to review our best practice recommendations and ways to maximize your use of the functionality available to you. We take a consultative and proactive approach to account management.

Technical Support

Technical support is available via a toll-free phone number and electronic mail on weekdays during the hours of 8:00 am through 8:00 pm Eastern Standard Time, with the exclusion of federal holidays. Clients may initiate a helpdesk ticket during support hours by emailing support@neighborlysoftware.com.

Neighborly Software uses ZenDesk for all support ticket tracking and reporting. Below are response and resolution times for support tickets:





STANDARD HELP CALLS

Problem does not significantly impact operations, or that a reasonable workaround is available.

Response Metric

We will use commercially reasonable efforts to respond and resolve all Standard Helpdesk tickets within eight (8) hours. If client support is unable to address an issue, its escalated to the Client Success Director, Chief Technology Officer, or President.

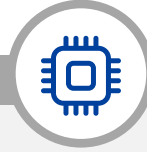


EMERGENCY TICKET

Software is unavailable or not usable, resulting in a critical impact on business operations. This condition requires immediate resolution.

Response Metric

Neighborly Software will use commercially reasonable efforts to respond to all Critical Helpdesk tickets within two (2) hours and resolve Critical issues within six (6) hours of notification



CRITICAL TICKET

Software is usable, but that some features (not critical to operations) are unavailable.

Response Metric

Neighborly Software will use commercially reasonable efforts to respond to all Critical Helpdesk tickets within two (2) hours and resolve Critical issues within six (6) hours of notification

In addition to technical support, Neighborly Software contains a help module that provides access to step-by-step guides for all system functionalities. Each stakeholder (e.g., Administrator, Developer, Subrecipient) has their own guide based on their unique role. All new functionality is demonstrated and recorded in a virtual training webinar/video

New Features Management

Neighborly Software maintains a process that the team follows as part of the software development cycle for new features and functionality. The Product Team is responsible for reviewing and prioritizing the backlog of items. After development is complete, the product team must ensure that the new functionality works properly to meet the Neighbors’ needs before they are deployed in a hotfix or release.

Prioritizing Backlog Items

This process starts with the prioritization of work items that are in the backlog. The items in the backlog come from multiple sources. Some items are direct requests from Neighbors, whether that be in a meeting or over email.

Some product requests come in the support channel from the Client Operations teams who work with the customer daily and have ideas about features that would help the customers and the Neighborly





software team. The Product Team also conducts ongoing meetings with Sales and Client Operations to understand potential current and future needs.

The product team meets internally with the lead developers on a bi-monthly basis to review the backlog of items, prioritize them, and assign them out to different developers. During this time, each item will either be put into a sprint that will be included in a release, or it will be marked as a support item and placed in a hotfix. All releases are deployed on a weeknight every other week and typically signify the end of a development sprint. Hotfixes are typically deployed twice a week and are usually reserved for support/bug items. The sustaining engineer is responsible for prioritizing and scheduling the hotfixes each week.

Meeting Expectations

As items are developed and completed, our Product and Quality as intended and meets the Neighbor needs. If need be, the product team will collaborate internally with whomever initially suggested the feature/functionality to make sure the development meets their expectations.

Once each release item has been tested, the product team prepares release notes that are sent to all customers the day before the release via Mailchimp. The release notes will announce the upgrades and features that are included as part of the release so that Neighbors are aware of the new functionality.

Voice of the Customer

Neighborly Software is committed to being the voice of the customer. After a release the product team gathers feedback from our internal team through several channels and from our Neighbors. The frequent releases ensure that we are constantly upgrading our software and functionality. Additionally, the product team consistently conducts market research to keep up with current trends.



Appendix A – Technical Requirements

SYSTEM FUNCTIONALITY OVERVIEW

Below is an overview of the functional requirements for the grant management software. Functionality is required unless otherwise noted:

GENERAL SYSTEM FUNCTIONALITY			
	YES	NO	Explanation
Ability to fully manage grant funding and associated projects/activities in accordance with Federal and State regulations, to include: 1) grant management, case management, construction, and asset monitoring	YES		Standard functionality.
Ability to create/allow external non-profit organizations, multi-family developers, and homeowners to apply for funding and submit required documentation for eligibility purposes	YES		Standard functionality.
Electronic signature(s) on all applications and eligibility documents	YES		Standard functionality. Neighborly Software offers an electronic signature that takes a name, date and IP address stamp of the person signing.
Data storage, backup and recovery	YES		Standard functionality. As a part of the services, Neighborly Software is responsible for maintaining a backup of the City’s data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Neighborly Software maintains a contemporaneous backup of data that can be recovered within four (4) hours at any point in time within the last 35 days. A weekly back up of data is also available for 2 years. Automated back-ups are performed by sequel Azure and require no manual activities.
Ability to send/communicate via software with any of the above organization types or homeowners	YES		Standard functionality. Neighborly Software comes with a task and communication feature. You can task internal administrative staff, homeowners, sub recipients, contractors, participants, etc.
GRANT/PROJECT MANAGEMENT			
	YES	NO	Explanation
Create, accept, review and score grant applications from non-profits organizations and for -profit multi-family developers	YES		Standard functionality.
Ability for non-profit and for-profit multi-family developers to submit draw requests for processing	YES		Standard functionality.
Ability for non-profits and for-profit multi-family developers to submit accomplishment reports	YES		Standard functionality.
Ability to accept applications from homeowners for repairs needed to their homes	YES		Standard functionality.

CITY OF FORT LAUDERDALE, FLORIDA
GRANT MANAGEMENT SOFTWARE

Ability to track grant funding and earned program income in accordance with regulatory spending timelines	YES		Standard functionality.
Ability to capture staff time related to specific projects and create labor schedules based on actual time charged to funds		NO	Neighborly Software can track staff salaries within the funding module as well as project delivery costs.

CASE MANAGEMENT

	YES	NO	Explanation
Manage/track beneficiary demographic information for reporting to Federal and State entities	YES		Standard functionality.
Upload and store case documents, including supporting documentations as to income and assets	YES		Standard functionality. Neighborly Software can manage all case documents and supporting documentation. The system scales on demand.
Conduct project close-out audit review and annual audit reviews for all non-profits and multi-family developers	YES		Standard functionality. Desk monitoring as well as on-site monitoring and audit reviews can be conducted within Neighborly Software.

LOAN PROCESSING

	YES	NO	Explanation
Complete underwriting of applicants requesting funding	YES		Standard functionality.
Create and generate all loan documents for all types of loan closings	YES		Standard functionality.

CONSTRUCTION

	YES	NO	Explanation
Integration with the City Geographic Information System (GIS), allowing for interactive map viewing capabilities		NO	Neighborly Software does not currently integrate into GIS. Our out of the box solution can plot your results on a google map.
Make available on an annual basis the most up-to-date Craftsman Book Specifications Database-Cost Estimating, or similar database	YES		Standard functionality.
Generate property work write-ups based off the Craftsman Book Specifications-Cost Estimating	YES		Standard functionality.
Complete property inspections with mobile devices to be able to upload photos	YES		Standard functionality.
Accept online Proposer bids for projects	YES		Standard functionality.
Ability to process Proposer draw requests through software, routing for approval to designated staff of HCD	YES		Standard functionality.

ASSET MONITORING

CITY OF FORT LAUDERDALE, FLORIDA
GRANT MANAGEMENT SOFTWARE

	YES	NO	Explanation
Evaluate housing unit affordability for multi-family developments	YES		Standard functionality.
Monitor tenant certification/re-certification for multi-family developments	YES		Standard functionality.
Monitor/complete multi-family property inspections	YES		Standard functionality.
DASHBOARDS			
	YES	NO	Explanation
Program and project level dashboards including, open action items/issues, notes, scheduled milestones, individual and program cost summaries, change orders, payment requests	YES		Standard functionality.
Provide for drill-down functionality showing increasing levels of detailed cost and schedule information from program to project.	YES		Standard functionality.
Five Year Consolidated Plan goals and objectives, showing each year annual needs met and areas to still meet goals.	YES		Standard functionality.
Yearly Annual Action Plan goals and budget, showing monthly goals met and monthly expenditures per specified program/activity and/or subrecipient.	YES		Standard functionality.

Attachment 1 – Sample Reports

Grant Management

- Grant applications accepted, reviewed and status
- Draw requests received and status
- Accomplishments report
- Track funding and program income

The screenshot displays the Neighborly Software interface for grant management. The top navigation bar includes 'Dashboard', 'Rent', 'Assets', 'Contractors', 'Funding', 'Loans', and 'Reports'. The user is logged in as '10002'. The main content area shows details for a grant application with the following information:

- Program:** Rehab / Lead
- Id:** 10002
- Status:** Monitor
- Name:** Oswald Rabbit
- Address:** 1721 Springer St, Atlanta, GA 30318

The 'Status' section includes a dropdown menu currently set to 'Monitor'. A tooltip for the status dropdown lists the following options: Application in Progress, Application Submitted, Denied, Approved - Pre Construction, Construction, Monitor (selected), and Complete. A note indicates 'or compliance for five years.' The application submission date is 1/4/2019 11:49:44 AM, and the time to submit is 408d 22h 15m 40s. The last update was by gloria.bowens@neighborlysoftware.com on 8/11/2022 10:11:45 AM.

The 'Funding' section features filter options for 'All Funding Sources', 'All Programs', and 'All Statuses'. Below this is a table of funding periods:

FUNDING SOURCE	PERIOD	FUNDED	BUDGETED	ENCUMBERED	AVAILABLE	APPROVED	DISBURSED	PENDING
CDBG	CDBG 2020	\$1,020,000	\$1,020,000	\$250,608	\$769,392	\$235,800	\$235,800	\$14,808
			100.00 %	24.57 %	75.43 %	\$0		
CDBG	CDBG PI 2020/21	\$200,000	\$100,000	\$600	\$99,400	\$0	\$0	\$600
			100.00 %	0.60 %	99.40 %	\$0		
CDBG	CDBG 2019	\$1,000,000	\$1,000,000	\$97,769	\$902,231	\$23,822	\$23,821	\$73,948
			100.00 %	9.78 %	90.22 %	\$1		
CDBG	CDBG 2018	\$1,470,000	\$1,470,000	\$138,494	\$1,331,507	\$97,250	\$97,250	\$41,244
			100.00 %	9.42 %	90.58 %	\$0		

CITY OF FORT LAUDERDALE, FLORIDA
GRANT MANAGEMENT SOFTWARE

Neighborly Software Dashboard Rent Assets Contractors **Funding** Loans Reports

10002

Funding Periods > CDBG > CDBG 2020

Period Id: 13 [Edit](#)

Source: CDBG

Name: CDBG 2020

Dates: 1/1/2020 to 12/31/2020

Account: 231F-2387-000

Description:

FUNDING SUMMARY		BUDGET SUMMARY		PROGRAM SUMMARY	
Funding	\$1,000,000.00	Program Budgets	\$719,000.00	Program Budgets	\$719,000.00
+ Program Income	\$20,000.00	+ Misc Budgets	\$301,000.00	- Program Encumbered	\$20,608.00
= Total Available	\$1,020,000.00	= Total Budgeted	\$1,020,000.00	= Program Available	\$698,392.00
- Program Budgets	\$719,000.00	- Program Encumbered	\$20,608.00	Program Encumbered	\$20,608.00
- Misc Budgets	\$301,000.00	- Misc Expended	\$230,000.00	- Program Disbursed	\$5,800.00
= Unallocated	\$0.00	= Available	\$769,392.00	= Pending	\$14,808.00

[Funding \(1\)](#)
[Program Income \(1\)](#)
[Program Budgets \(3\)](#)
[Misc Budgets \(4\)](#)
[Transactions \(17\)](#)

[Click here to add Program Income](#)

ID	DATE	NAME	DESCRIPTION	AMOUNT	ENTERED BY
16	3/4/2020	Sale of 123 Main St.		\$20,000.00	chris.behm@neighborlysoftware.com

Neighborly Software Dashboard Rent Assets Contractors Funding **Loans** Reports

10002

Program: Rehab / Lead
Id: 10002
Status: Monitor

Name: Oswald Rabbit
Address: 1721 Springer St
Atlanta, GA 30318

Budget

Budget Items (8) **Draws (15)** Funding Summary Transaction History (14)

Requested \$24,504.00

- Disbursed: \$6,060.60
- Pending: \$17,770.00
- Short Paid: \$673.40

ID	STATUS	WORKFLOW	CONTRACTOR / DETAILS	REQUESTED DATE	REQUESTED AMOUNT	DISBURSED DATE	DISBURSED AMOUNT
149	Submitted	0 of 3	Acme Construction test	2/17/2021	\$1.00	N/A	N/A
148	Not Submitted	0 of 3	Acme Construction test	2/16/2021	\$0.00	N/A	N/A
146	Submitted	0 of 3	Acme Construction test	2/10/2021	\$1.00	N/A	N/A
145	Submitted	0 of 3	Acme Construction	2/3/2021	\$1.00	N/A	N/A

Case Management

- Management of beneficiary information
- Track household demographics
- Conduct audit reviews
- Generate continuous residency affidavits

Accomplishments

Rehab / Lead **All Statuses **All Program Years Go

Results: 20 Search...

CASE ID	NAME	AMI %	AMI LEVEL	RELATIONSHIP TO APPLICANT	RACE	ETHNICITY	MARITAL STATUS	FEMALE HEAD OF HOUSEHOLD	DISABLED	ELDERLY	GENDER	EDUCATION
10002	Oswald Rabbit	109 %	Over 80%	Self	Alaskan Native	Non-Hispanic / Non-Latino	Single	Yes	No	Elderly (62+)	Male	Some College
10193	Bunny, Bugs	86 %	Over 80%	Self	Asian	Non-Hispanic / Non-Latino	Married	Female HOH - No	Disabled - Yes	Yes - Elderly (62+)	Male	Some High School
10008	Daffy Duck	76 %	80%	Self	Black/African American	Hispanic / Latino	Domestic Partner	Female HOH - Yes	Disabled - Yes	Elderly - No	Male	High School Graduate
10399	Woman, Wonder	71 %	80%	Self	White	Non-Hispanic / Non-Latino	Single		Disabled - No	Elderly - No	Female	Masters Degree
10005	Elmer Fudd	63 %	80%		White	Hispanic / Latino	Single	Female HOH - No	Disabled - No	Elderly - No	Male	High School Graduate



Dashboard Rent Assets Contractors Funding Loans Reports



Accomplishments

Public Service Grants **All Statuses **All Program Years Go

Public Service Grants

Monthly **Quarterly**

TOTAL NUMBER OF PERSONS ASSISTED	4/1/2018 - 6/30/2018	10/1/2018 - 12/31/2018	10/1/2020 - 12/31/2020	TOTAL
Total Number of Unique Persons Assisted this Month	15	210	5	230

BENEFICIARIES - INCOME	4/1/2018 - 6/30/2018	10/1/2018 - 12/31/2018	10/1/2020 - 12/31/2020	TOTAL
Number of Extremely Low Income persons assisted (<30% AMI)	0	0	0	0
Number of Low Income persons assisted (30%-50% AMI)	0	0	0	0
Number of Moderate Income persons assisted (50% - 80% AMI)	0	0	0	0
Number of persons assisted who are NOT Low to Moderate	0	0	0	0

Monitoring Report > Subrecipient Monitoring > 908: Fulton

- Part 1: General Information
- Part 2: Program Overview
- Part 3: Review of Financial Records
- Part 4: Record Keeping
- Part 5: Summary & Feedback
- Part 6: Leverage
- Part 7: Documents
- Submit

Part 1: General Information



Please provide the following information.

1. CDBG Subrecipient:

2. Person Completing Form:

3. Date:

4. Start & End Date of Project:

5. Past CDBG Recipient?

Yes

No



Construction

- Property inspections when scheduled/completed
- Generate work write-ups
- Online Proposer bids by project
- Draw requests received and status

Work Write-Up

Initial Write Up

* EXHIBIT 1 *

Dated: 4/1/2022

CUSTOMER INFORMATION

Oswald Rabbit

1721 Springer St, Atlanta, GA 30318

PREPARED BY

leah.larson@neighborlysoftware.com



* NOTE *

THE CUSTOMER AND CONTRACTOR MUST SIGN THE BOTTOM OF EACH PAGE ONLY IF

- 1) THIS WORK WRITE-UP BECOMES PART OF A CONSTRUCTION CONTRACT
- 2) THE UNDERSIGNED CUSTOMER AND CONTRACTOR HAVE REVIEWED, APPROVED AND AGREED TO THE WORK AND PRICES DESCRIBED IN THIS WORK WRITE-UP

Location: Kitchen 10.00L x 25.00W x 9.00H

Appliances	Quantity	Cost/Units	Total
7 - INSTALL NEW ELECTRIC REFRIGERATOR (95.00250)	1	\$808.50/EA	\$808.50

Purchase and install a new electric refrigerator with freezer having at least an 18 cubic foot capacity. Hinge door on side chosen by Homeowner. Provide electrical connection. Owner to select refrigerator using a \$715 allowance.



8 - INSTALL AN ELECTRIC RANGE (95.00500)	1	\$577.50/EA	\$577.50
---	---	-------------	----------

Purchase and install a 30" self cleaning electric range. Provide electric connections. Homeowner to select range using a \$440 allowance.



Subtotal for Appliances \$1,386.00

Work Write Ups

ID	NAME	STATUS	OPEN HOUSE	BID DATES	COST ESTIMATE	# ITEMS		
43	Initial Write Up	Complete	Not scheduled	Open: 5/17/2022 6:00 AM Close: 5/18/2022 3:00 PM	\$15,822	27		
85	Subdivide example for Appliance Repair	Complete	7/1/2020 2:00 PM	Open: 7/8/2020 1:00 PM Close: 7/29/2020 4:00 PM	\$1,386	8		
87	Old MacDonald's Farmhouse	Draft	Not scheduled	No Open Date/Time No Close Date/Time	\$51,683	5		
145	test	Draft	Not scheduled	No Open Date/Time No Close Date/Time	\$1	7		

[Add a Work Write Up](#)



Work Write Ups > 43. Initial Write Up



- ① Detail
- ② Locations (5) and Categories (9)
- ③ Items (27)
- ④ Online Bid Details
- ⑤ Review Online Bids
- ⑥ Audit Log

A summary of bids received is below. Use the corresponding links to review bid line items, Generate a Bid Comparison Spreadsheet or award a Contract and generate a Schedule of Values.

Bid Open Date	05/17/2022	Estimated Cost	\$15,822.03	# Bids Submitted	2
Bid Close Date	05/18/2022	Upper Limit (15 %)	\$18,195.33	# Below Upper Limit	1

Individual Bid Details

Generate Bid Comparison Spreadsheet

ID	CONTRACTOR	CONTACT	PHONE/OFFICE	SUBMITTED?	SUBMITTED DATE	AMOUNT	AWARD NOTES
49	Acme Construction	Wile E. Coyote	(443) 332-1111	Yes	5/17/2022 9:28:56 AM	\$22,578.00	Make Award
64	Summer Smith Enterprises	Summer Smith	(555) 555-5555	Yes	5/17/2022 9:28:22 AM	\$9,300.00	Make Award



Asset Management

- Property inspections/ Housing Quality Inspections - when scheduled/completed
- Manage cure notices

← BACK TO ALL ASSETS

Audits > 2. 2021 Annual Audit

Audit Info / Rents Key Dates Rent Roll (5 of 6) Inspections (5)* File Reviews (5) Tasks (1) Documents (0)

GENERAL

Name: 2021 Annual Audit

Status: Complete

Audit Dates: 5/1/2021 to 5/30/2021

Inspections Required: 5

File Reviews Required: 5

Notes:

AFFORDABLE RENT CALCULATIONS Calculate Rent from Incon

Income Limits: 2019 HUD

AMI %: 50 - requires 30% of units affordable
 60 - requires 40% of units affordable

Rental Limit %: 40% **Calculate**

TYPE	HUD OCCUPANCY		RENT @ 50 %	RENT @ 60 %
	PERSONS	UNITS		
Studio	1 person	1	\$873	\$1,048
1 BR	1.5 people	1	\$935	\$1,123
2 BR	3 people	1	\$1,123	\$1,348
3 BR	4.5 people	1	\$1,296	\$1,556

Neighborhoodly Software | Dashboard | Rent | **Assets** | Contractors | Funding | Loans | Reports

10002 | [Print] | [Search] | [User]

[BACK TO ALL ASSETS](#)

GENERAL | AUDIT LOG

AFFORDABILITY

CONTACTS (3)

UNITS (6)

AUDITS (3)

DOCUMENTS (4)

TASKS (0)

JURISDICTION DATA

Audits > 2. 2021 Annual Audit > #103 File Review

File Review 2 | Household | Asset Verification | Income Verification

Please review and confirm the following items

File Review Date | **Reviewed By**

HOUSEHOLD INFORMATION | **MOVE IN RENT INFORMATION**

Unit Number | Number of Bedrooms | Tenant Rent | Utility Allowance

AMI Set-Aside | Current Rent | Subsidy Amount (Voucher) | Gross Rent ⓘ

Head of Household | Fair Market Rent

Audits > 2. 2021 Annual Audit

Audit Info / Rents | Key Dates | Rent Roll (5 of 6) | **Inspections (5)*** | File Reviews (5) | Tasks (1) | Documents (0)

Inspections | Summary

UNIT NUMBER	TENANT NAME	INSPECTION STATUS	LAST MODIFIED DATE	LAST MODIFIED BY
#103	Mary Joe Blanco	In Progress	3/26/2019 8:30:00 AM	jason.rusnak@neighborlysoftware.com
#213	Marge Simpson	In Progress	8/3/2022 12:59:38 PM	leah.larson@neighborlysoftware.com
#217B	Scott Kuhn	In Progress	3/26/2019 9:32:36 AM	jason.rusnak@neighborlysoftware.com
#113	Joe Henry	In Progress	3/26/2019 11:19:05 PM	martin.greenlee@neighborlysoftware.com
#225	Bertha Alvarez	In Progress	3/28/2019 7:09:46 AM	martin.greenlee@neighborlysoftware.com

Attachment B – Cost Proposal – Your Investment

Neighborly Software is a hosted software solution that is billed annually in advance. Billing is broken out into two categories: one-time implementation costs and annual recurring costs.

Recurring Costs

The following services are included in the annual recurring costs:

- 14 named City of Fort Lauderdale administrator licenses (Developers, Subrecipients, Applicants, Homeowners, Reviewers are free to access the software via the “Participant Portal”)
- All software hosting, maintenance, and upgrades
- Backup of client data and for an orderly and timely recovery of such data in the event that the services may be interrupted.
- Technical support via electronic mail on weekdays during the hours of 8:00 am through 8:00 pm Eastern time, with the exclusion of federal holidays. Client may initiate a helpdesk ticket during support hours by emailing support@neighborlysoftware.com or by generating a support ticket within the software.
- Virtual online training, as requested
- *Pricing is subject to change based on the actual number of programs and users the City of Fort Lauderdale needs.*

The only incremental recurring costs would be for any new administrator licenses added that were not already purchased as part of the RFQ. An administrator only needs one license to access all of the programs included in the software. Additional administrator licenses may be purchased, prorate to the Initial Service Term, based on the pricing table provided on the following page.

One-Time Implementation Costs

The one-time implementation fee is based on the number of programs that is being implemented. Data migration is an additional cost and a case-by-case scenario. Based on the RFP, Neighborly Software is recommending eight programs.

Products & Services

Neighborhood Software Per Administrator Fee (Users 1-10) 10 x \$2,400.00 / year
for 1 year

- Technical Support
- Hosting/Security in Microsoft Tier IV Data Center
- Data Storage, Backup and Recovery
- *2 license minimum
- Additional user/administrative licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing below.
- \$200/month pro rata

Neighborhood Software Per Administrator Fee (Users 11+) 4 x \$1,800.00 / year
for 1 year

- Technical Support
- Hosting/Security in Microsoft Tier IV Data Center
- Data Storage, Backup and Recovery
- *2 license minimum
- Additional user/administrative licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing below.
- User Price: \$150 Frequency: Monthly

Software Implementation Per Program 8 x \$2,000.00

- (1) Housing Rehab - Single Family Owner Occupied Program
- (2) Public Services Program
- (3) Down Payment Assistance Program
- (4) Affordable Housing Construction Program
- (5) TBRA
- (6) Assets
- (7) Non-Profit Grants
- (8) Mortgage and Utility Assistance

Craftsman Book Specification and Cost Estimate Database 1 x \$500.00 / year

Recurring subtotal	\$31,700.00 / year
One-time subtotal	\$16,000.00
Total	\$47,700.00

SECTION VI - COST PROPOSAL PAGE

Proposer Name: Benevate Inc, dba Neighborly Software

Proposer agrees to supply the products and services at the prices bid/proposed below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. No other costs will be accepted.

Description	Year 1	Year 2	Year 3	Year 4	Year 5
Housing Rehabilitation Program	\$2,000	\$0	\$0	\$0	\$0
Tenant Based Rental Assistance Program	\$2,000	\$0	\$0	\$0	\$0
Short-Term Rent Mortgage and Utility Assistance	\$2,000	\$0	\$0	\$0	\$0
Public Service Activities	\$2,000	\$0	\$0	\$0	\$0
Down-payment Assistance	\$2,000	\$0	\$0	\$0	\$0
Affordable Housing Development	\$2,000	\$0	\$0	\$0	\$0
Affordable Housing Inventory Asset Management	\$2,000	\$0	\$0	\$0	\$0
Non-Profit Grants	\$2,000	\$0	\$0	\$0	\$0
Housing Quality Inspections	\$0	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0	\$0
Travel per Occurrence	N/A				
Licenses - 10	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
Licenses 11-14	\$7,200	\$7,200	\$7,200	\$7,200	\$7,200
Craftsman Book - Specifications	\$500	\$500	\$500	\$500	\$500

Total Cost: \$47,700 (Year 1) Annual recurring cost, year 2-5: \$31,700
 Additional Licenses Cost per License: \$ Licenses 11+ are a cost of \$1,800 per license.

Submitted by:

Name (printed): Leah Larson Signature: Leah Larson
 Date: 08/12/2022 Title: Sales Executive

Addendum 1



City of Fort Lauderdale • Procurement Services Division
100 N. Andrews Avenue, 619 • Fort Lauderdale, Florida 33301
954-828-5933 Fax 954-828-5576
purchase@fortlauderdale.gov

ITB No. 12690-925

TITLE: Grant Management Software

ADDENDUM NO.1

DATE: 08/09/2022

This addendum is being issued to make the following change(s): **Updates Section 4.2.5 - References and Past Performance**

Changed From

4.2.5 References and Past Performance

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Year the project was implemented.
- Total cost of the project.
- **Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

Changed To

4.2.5 References and Past Performance

Provide at least **five** references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Year the project was implemented.
- Total cost of the project.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale

All other terms, conditions and specifications remain unchanged.

Paulette Hemmings Turner

Purchasing Specialist

Company Name: Benevate Inc, dba Neighborly Software

(Please print)

Bidder's Signature: *J. Jason Hunt*

Date: 08/12/2022

Executed Affirmation Statement

August 12, 2022

City of Fort Lauderdale, FL
100 N Andrews Avenue
Fort Lauderdale, FL 33301

Benevate, Inc. (dba) Neighborly Software certifies and attests to the following:

1. The person executing the letter is authorized to execute the Proposal and any Final Contract, on behalf of the Respondent; and
2. The Proposal is a firm offer which will remain valid for a minimum period of thirty (30) days; and
3. All information in the Proposal is true and correct to the best of his or her knowledge; and
4. No owner, principal or employee of the Respondent gave or will give anything of monetary value including a promise of future employment to a Fort Lauderdale employee or Fort Lauderdale Director, or a relative of an Fort Lauderdale employee, in an attempt to influence any decision to award a Final Contract or to influence the decision to modify or negotiate any term contained in any such Final Contract; and
5. No elected or appointed official or employee of Fort Lauderdale is financially interested, directly or indirectly, in the performance of the Scope of Work; and
6. Respondent will ensure they are free from conflicts of interests; and
7. Respondent will fully comply with Fort Lauderdale Code of Ethics.

I have read and understand the RFP. Please accept this letter as confirmation

Neighborly yours,



Jason Rusnak
President, Benevate Inc.

W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
--	---	--

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Benevate Inc. 2 Business name/disregarded entity name, if different from above Neighborly Software 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>N/A</u> <small>(Applies to accounts maintained outside the U.S.)</small> 5 Address (number, street, and apt. or suite no.) See instructions. 3423 Piedmont Road NE, Suite 420 6 City, state, and ZIP code Atlanta, GA 30305 7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																		
Social security number <table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> <td style="width:15%;"></td> </tr> </table> OR Employer identification number <table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:15%;">8</td> <td style="width:15%;">1</td> <td style="width:15%;">-</td> <td style="width:15%;">0</td> <td style="width:15%;">8</td> <td style="width:15%;">8</td> <td style="width:15%;">0</td> <td style="width:15%;">3</td> <td style="width:15%;">6</td> <td style="width:15%;">8</td> </tr> </table>									8	1	-	0	8	8	0	3	6	8
8	1	-	0	8	8	0	3	6	8									

Part II Certification Under penalties of perjury, I certify that: 1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 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 for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>J. Jason Kuak</i>	Date ▶ 01/03/2022
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General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) 	<ul style="list-style-type: none"> • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <small>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</small>
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Active Status Page



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

[Previous On List](#) [Next On List](#) [Return to List](#)

No Events **No Name History**

Detail by Entity Name

Foreign Profit Corporation
BENEVATE INC

Filing Information

Document Number	F20000003379
FEI/EIN Number	81-0880368
Date Filed	08/04/2020
State	DE
Status	ACTIVE

Principal Address

3423 PIEDMONT RD NE STE 550
ATLANTA, GA 30305

Mailing Address

3423 PIEDMONT RD NE STE 550
ATLANTA, GA 30305

Exceptions

Fort Lauderdale – Exceptions

5.08. INDEMNITY/HOLD HARMLESS AGREEMENT: The indemnification clause is overly broad and should be limited to third-party claims. Please see proposed changes.

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of reasonable attorney fees and any award of costs, incurred by the City arising out of or related to any third-party claim alleging in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor in connection with this Contract and the services contemplated therein. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

Neighborly Software will work with the City to finalize this section if awarded this contract.

5.09. TERMINATION FOR CAUSE: Please see proposed changes.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property (limited to the Customer's Data – City shall not retain any ownership of the software in the event of termination) and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR PROPERTY DAMAGE, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEEDS THREE (3) TIMES THE TOTAL VALUE OF THE CONTRACT, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Neighborly Software will work with the City to finalize this section if awarded this contract.

5.12 RECORDS/AUDIT: Neighborly Software will retain all records as requested subject to the following regarding Customer Data:

Upon the termination of this Agreement, Company shall disable the Company's website portal and provide the Customer with a final extract of the Customer Data via the Secure File Transfer Protocol (SFTP), within a reasonable time, not to exceed thirty (30) days from the date of the termination. The extraction and transfer of the Customer Data will be provided without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Company).

Within thirty (30) days from the date of the final extraction and transfer of the Customer Data via the SFTP, the Company shall provide Customer with a Termination of Services and Final Data Destruction Agreement (the "Termination Agreement"), which will provide the details regarding termination of services and final data destruction. The Customer acknowledges and agrees that if the Termination Agreement is not executed and returned by the Customer within fifteen (15) days, the Company will follow the default process which provides for final destruction of Customer Data thirty (30) days after the final extraction and transfer via the SFTP. The Customer acknowledges and agrees that the Company has no obligations whatsoever with regard to the Customer Data following the final destruction. This Section shall survive the termination of this Agreement.

5.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability arising out of or related to any third-party claim of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or

Testimonials

CITY OF FORT WORTH, TX

Case Study

Meet Our Neighbor

Fort Worth is the fifth-largest city in the state of Texas and serves a population of over 950,000 people.

To date, the City of Fort Worth has leveraged Neighborly Software to administer \$134+ Million in pandemic and annual federal and state funds that provide affordable housing, a safe living environment, and create economic opportunity.

Programs Used

Affordable Housing	HUD Notice of Funding Opportunities
Lead-Safe Housing	Multi-Family Weatherization Assistance
ERAP Subrecipients	Non-Government Organization Grants
Emergency Solutions Grants	Priority Repair
HOME-ARP NOFA	Permanent Supportive Housing
Healthy Homes for Heroes	Public Service Agencies
HOPWA	Tenant-Based Rental Assistance

Challenges Faced

Fort Worth realized the need to modernize the delivery of its program funding and overcome the following challenges to better meet the critical needs of its community:

- ▶ Case file information existed in multiple locations and formats and became unmanageable.
- ▶ Tracking was manually updated, required external department involvement, and was inefficient.
- ▶ We had difficulties administering funding quickly and in a user-friendly way.
- ▶ Reporting wasn't real-time and compliance was very difficult to track.

KEY RESULTS

Neighborly Software provides the City of Fort Worth an automated and efficient way to manage multiple programs with:



Optimized Reporting

Budgeting and spending is tracked and managed from a single view and is streamlined.



Fully Compliant

CDBG funding is automatically structured in the system's configuration. The audit log allows for use internally and externally.



Centralized For All Users

Staff and community members alike find the software intuitive and easy to use. They can check on project and case status, and easily request draws.



Fully Configured

Application structure, processes, and reporting are fully configurable, enabling us to have greater community impact.



Terrance Jones
Neighborhood Services Manager
City of Fort Worth, TX



With Neighborly Software, we now receive real-time data which is HUGE when managing multiple programs and projects. This has enabled us to become much more efficient in making sure everyone is being served. Reporting is another tremendous benefit we are leveraging. We now have full visibility of our costs and payments which is critical. The system is naturally structured for HUD and CDBG and allows us to easily process information and move cases forward in a compliant manner!



Neighborly Software
www.neighborlysoftware.com

Habitat for Humanity

Greater Fresno Area, CA

Meet Our Neighbor

Working in California in Fresno and Madera counties, Habitat for Humanity Greater Fresno Area serves a combined population of 1.15 Million people and improves the housing conditions of 100 families per year.

To date, Habitat of Greater Fresno Area has leveraged Neighborly Software to administer \$1.6 Million in **Housing Rehabilitation (CDBG) funds**. This funding has provided assistance to over 150 families by preserving existing housing through minor beautification and major rehabilitation projects.



“With Neighborly Software, we now receive real-time data which is HUGE when managing multiple programs and projects. This has enabled us to become much more efficient in making sure everyone is being served. Reporting is another tremendous benefit we are leveraging. We now have full visibility of our costs and payments which is critical. The system is naturally structured for HUD and CDBG and allows us to easily process information and move cases forward in a compliant manner!”

Jerry Zuniga, Director
Housing Preservation & Aging Services

Challenges Faced

Prior to the pandemic, Habitat of Greater Fresno realized the need to modernize the delivery of its program funding and overcome the following challenges to better meet the critical needs of its community:

- Case file information existed in multiple locations and formats and became unmanageable.
- Tracking was outdated, required external department involvement and was formatted incorrectly.
- Family Services (Intake), Construction, Project Management, and Accounting were disconnected and required additional administrative oversight to compile information.
- CDBG compliance was very difficult to track.

Key Results

Neighborly Software provides Habitat of Greater Fresno Area a streamlined and efficient Housing Rehabilitation program administration through:

- **Optimized Reporting:** No longer relies on the accounting dept. for outdated financial information
- **Fully Compliant:** CDBG funding is automatically structured in the system's configuration.
- **Centralized Contractor Management:** No longer looking through emails for information.
- **Fully Configured:** Application structure, processes, and reporting are fully configurable, enabling us to have greater community impact.

Neighbor Spotlight

Meet Our Neighbor

Manatee County is located in central Florida with a population of 399,710. It's largest city is Bradenton. Through its CDBG funding, the county has been able to provide meals to seniors, street outreach, and connect individuals experiencing homelessness to housing resources, eviction prevention, legal services, and homebuyer education. Over the course of its lifetime with Neighborly Software, Manatee County has administered \$82,863,973 in federal, state, and emergency assistance funding to its community.

Programs Used

Public Service Agencies	Homeowner Rehabilitation & Replacement
Down Payment Assistance	Emergency Rental Assistance
Public Service Grants (CDBG)	Homeless Solution Grants (ESG, HOPWA)
Homebuyer Education	Eviction Prevention
Federal and State Funding	HUD Notice of Funding Opportunity

Challenges Faced

Manatee County realized the need to modernize its application processes and project management tools to overcome the following challenges and better meet the critical needs of its community:

- ▶ **Incomplete & Inaccurate Applications:** Missing documentation requiring multiple reviews with each submission.
- ▶ **Tracking:** Had to get the status of applications and projects from the project manager.
- ▶ **Project Workflows:** Staff couldn't easily pull reports on expenditure of funding sources.

KEY RESULTS

Neighborly Software provides Manatee County, FL an automated and efficient way to manage multiple programs with:



Streamlined Workflows

It has eased the burden of maintaining documentation, including reviewing documents and record retention..



Fully Compliant

CDBG funding is automatically structured in the system's configuration. The audit log allows for use internally and externally.



Centralized For All Users

Provides an easy application process for submission of all requirement documents from Lending Partners.



Elimination of Paper Files

Application structure, processes, and reporting are online and fully configurable.



The ability to make some questions/documentation "Required" preventing application submission with missing documents has saved staff tremendous time in verifying completeness of applications, payment requests, and reporting.



Housing & Community Development Team
 Manatee County, FL





About the Client

Located just north of Fort Lauderdale, in the heart of Florida's Gold Coast, the City of Pompano Beach is home to clear ocean waters, golden sandy beaches, accessible marinas and a colorful offshore coral reef. Over 110,000 people call Pompano Beach home with just over 23% of its population living below the poverty level. The City's Office of Housing and Urban Improvement (OHUI) is responsible for administering roughly \$2.3M annually in federal and state funds to assist in the development and redevelopment of a viable community which provides affordable housing, economic opportunity, and a safe living environment. OHUI's programs include:

- Housing Rehabilitation
- Emergency Housing Repair
- Down-Payment Assistance
- Wind Mitigation
- Public Service Grants (CDBG)



**Miriam Carrillo, Director
Housing and Urban Improvement**

Challenges

The City of Pompano Beach's Office of Housing and Urban Improvement (OHUI) was tasked with modernizing the way it delivered its services. The leadership team was searching for a solution to enhance program compliance while reducing its administrative expenses. Specific goals, included:

- Reducing the risk of noncompliance with applicable laws and regulations associated with failure to follow established procedures.
- Eliminating the inefficiency and compliance risk associated with paper applications and multiple Excel spreadsheets used to track and manage OHUI programs.
- Reducing administrative expenses related to paper, printing and document storage.

Results

In partnering with Neighborly Software, OHUI is leveraging the system's workflow to ensure that all compliance steps and approvals are completed. The software is simultaneously reducing OHUI's administrative costs by automating routine tasks and reporting requirements. Specific results include:

- Reducing the time to produce monthly CAPER and compliance reports from 3 days to 1 day.
- Avoiding the need to replace an open intake position, thereby reducing personnel costs by \$32,000 annually.
- Decreasing paper, printing and document storage costs by an average of \$780 per month (\$9,000+ per year).
- Reducing the average time to process subrecipient and contractor reimbursement requests by 2 days.

"Neighborly Software more than pays for itself; it has enhanced our program compliance, reduced our administrative costs and allowed us to allocate more money to our housing and community development programs"

PRINCE WILLIAM COUNTY, VA



Meet Our Neighbor

Located on the Potomac River in Virginia, Prince William County is the second-most populous county in the state and home to over 470,000 people. PWC's Office of Housing and Community Development is responsible for administering roughly \$19M in Pandemic and annual federal and state funds that provide affordable housing, create economic opportunity, and a safe living environment.

Programs Used:

- Rehabilitation (CDBG)
- First Time Homebuyer (HOME)
- Emergency Housing Assistance (CARES Act)
- CDBG Competitive Grant (CDBG)
- Emergency Solutions Grant (ESG)
- Affordable Rentals

- ✓ 6.1% of 470,000+ Residents in Need
- ✓ \$3.7M annually in Federal Funds



Challenges Faced

Prior to the pandemic, PWC OHCD realized the need to modernize the delivery of its program funding to meet the critical needs of those in its community. An outdated, inefficient system, cumbersome reporting methods and manual workflows were just a few of the challenges they faced. The leadership team realized it was time for a solution that would enable them to implement programs with speed, accuracy and empathy.

Problems Identified:

- Inefficient processes & manual workflows
- Untimely delivery of program funding
- Incomplete reporting and data sharing due to outdated system
- Inability to accept online applications for program assistance

- ✓ 45 minutes to upload one PDF.
- ✓ Dealing with spreadsheets and paper write-ups.



Key Results

By partnering with Neighborly Software, PWC automated routine tasks and reduced administrative inefficiencies. With a newly established set of tools, templates and technology, PWC is able to accelerate program execution, achieve precision with loan reviews and underwriting, generate good data for reporting, effectively manage costs and meet schedule objectives. This translates to on-time performance and cost efficiency and a lasting, positive impact on PWC's community.

Benefits:

- Reduced production time of federal & local Compliance reports
- An online application feature crucial in providing assistance to 833 households with CARES Act Funding
- Precision with loan review, cost management and project execution
- Ability to meet expedited program timelines

- ✓ Increased speed of deliverables by days
- ✓ Ability to hire staff remotely to help with applications



8/15/2022

“ Neighborly Software is incredible; their support team goes above and beyond and the solution has dramatically improved program efficiency, increased our productivity and enabled us to deliver critical program dollars to our community in a timely manner. ”

Joan Duckett
Assistant Director
Housing & Community Development

CITY OF savannah

About the Client

The City of Savannah is the oldest city in Georgia and the fifth largest city in the state (~140,000 pop). Savannah is a thriving seaport community that is aggressively addressing its affordable and workforce housing needs. The City's Housing Department and its partners, including banks, businesses and non-profits, use ~\$1.6M annually in federal CDBG/HOME funds along with the Savannah Affordable Housing Fund to leverage millions of other dollars to improve, develop and sell housing for low and modest income residents. Savannah housing programs include:

- Down-Payment Home Purchase
- Employer Assisted Home Purchase
- Volunteer Home Repair
- Veteran Home Repair
- Disaster Home Repair
- Home Repair/Rehabilitation
- Home Construction/Development
- Rental Property Repair/Construction
- Rental Property Development



**Anita Smith-Dixon,
Administrator, Housing Department**

Challenges

The City of Savannah Housing Department was using paper based applications, multiple excel spreadsheets, and manual processes to administer its housing programs. The City was searching for a way to not only drive administrative efficiency, but also to improve customer service. Specific goals, included:

- Reducing staff time spent chasing incomplete applications and/or missing documentation
- Reducing staff time required to input, manage and tabulate data in excel spreadsheets
- Tracking and managing a diverse range of projects with both singular and multiple funding sources
- Reporting real time program results to key stakeholders
- Providing an easier way to securely store and retrieve sensitive data related to personally identifiable information
- Increasing staff capacity for customer outreach and service

Results

In partnering with Neighborly Software, Savannah's Housing Department is benefitting from a comprehensive, user friendly, software solution that has helped the Department:

- Improve customer service, responsiveness, and oversight
- Increase by 95% the speed and accuracy of data inputted and managed by staff
- Reduce by 50% staff time spent reviewing and qualifying applicants
- Reduce monthly reporting errors by 96%
- Reallocate ~10% of staffs' time to customer outreach and program activity

“Neighborly Software has enabled our staff to become much more efficient, organized, timely and accurate in assisting our customers and partners. Our staff loves the software and our customer service is on the rise!”



About the Client

Founded in 1821, the City of Columbia is the fourth most populous city in Missouri and is home to the University of Missouri Tigers.

As a Midwestern college town, Columbia has a reputation for progressive politics, persuasive journalism, and public art.

The City’s Community Development Department allocates ~\$1.4M annually in federal CDBG/HOME funds to meet a variety of housing, infrastructure and economic development needs for low to moderate income households and neighborhoods. Columbia’s programs include:

- Down-Payment Assistance
- Minor Home Repair
- Housing Rehabilitation
- Community Land Trust
- CDBG Public Services
- Property Acquisition & Demolition



Gary Anspach, Manager Housing Programs

Challenges

Compliance and transparency have always been the cornerstone of the City of Columbia’s Community Development Department. However, as their programs expanded and their loan portfolio grew, more of the staff’s time was being dedicated to compliance and audit activities. The City needed a more efficient way to manage its programs and ensure compliance. Specific goals, included:

- Eliminating the multiple spreadsheets and legacy Access database used to administer and track programs and loans
- Providing greater transparency into funding decisions
- Reducing staff time required to prepare for internal and external audits
- Providing an auditable way to track and report on program accomplishments

Results

Neighborly Software enables the City to efficiently manage all of its intake, compliance, reporting, funding, and loan management activities in one comprehensive solution – a solution specifically designed for Housing, Economic and Community Development organizations. Specific results include:

- Managing a complex and growing loan portfolio, consisting of 750+ amortizing, deferred and forgivable loans
- Providing more transparency in the application scoring and funding decisions of proposed public service projects
- Enabling real time visibility into funding balances by year and program, including required set asides
- Reducing staff time by 20% in preparing for internal and external audits

“Neighborly Software provides us peace of mind by enforcing compliance and audit controls and providing me real time visibility into our program spending and results.”

SOC2 Report



SOC 2 Type 2 Report

System and Organization Controls Report on the Suitability of the Design and Operating Effectiveness of Controls

Description of Neighborly Software's Housing, Economic, & Community Development Software Solution for the period November 25, 2021, to May 31, 2022

Private and Confidential

The content of this report is proprietary to Neighborly Software and strictly confidential. This report is intended solely for the information of and use by the management of Neighborly Software, user entities of Neighborly Software's system for the period November 25, 2021, to May 31, 2022, and to the independent auditors of such user entities who have sufficient understanding to consider it, along with other information about controls implemented by user entities themselves, when assessing the risk. Use or reproduction of this report by any other parties is strictly prohibited.



Executive Summary

Neighborly Software | Housing, Economic, & Community Development Software Solution

Scope	Neighborly Software’s Housing, Economic, & Community Development Software Solution
Trust Services Criteria	Security (2017 TSC)
Assessment Period	November 25, 2021, to May 31, 2022
Location(s)	Atlanta, GA
Sub-Service Providers	Microsoft Azure
Opinion Results	Unmodified
Testing Exceptions	Yes – See Section V CC1.1.3 CC4.1.3 (CC5.2.5, CC7.1.2, CC7.2.3, CC7.4.4) CC6.2.3 (CC6.4.4) CC6.8.2 CC8.1.8
Complementary User - Entity Controls	Yes – See page 29

Section I

Management's Assertion

risk3sixty

Security | Privacy | Compliance



I. Assertion of Neighborly Software Management

June 7, 2022
Neighborly Software
3423 Piedmont Road NE
Suite 420
Atlanta, GA 30305

We have prepared the accompanying description in Section III titled “Neighborly Software’s Description of Its Housing, Economic, & Community Development Software Solution” throughout the period November 25, 2021, to May 31, 2022, (description) based on the criteria for a description of a service organization’s system in DC section 200, *2018 Description Criteria for a Description of a Service Organization’s System in a SOC 2® Report*, (AICPA, *Description Criteria*), (description criteria). The description is intended to provide report users with information about the Housing, Economic, & Community Development Software Solution that may be useful when assessing the risks arising from interactions with Neighborly Software’s system, particularly information about system controls that Neighborly Software has designed, implemented, and operated to provide reasonable assurance that its service commitments and system requirements were achieved based on the trust services criteria relevant to security set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*).

Neighborly Software uses a subservice organization to provide a platform-as-a-service, including infrastructure, data center hosting services and capacity management services. The description indicates that complementary subservice organization controls that are suitably designed and operating effectively are necessary along with the controls at Neighborly Software, to achieve Neighborly Software’s service commitments and system requirements based on the applicable trust services criteria. The description presents Neighborly Software’s controls, the applicable trust services criteria, and the types of complementary subservice organization controls assumed in the design of Neighborly Software’s controls. The description does not disclose the actual controls at the subservice organization.

The description indicates that complementary user entity controls that are suitably designed and operating effectively are necessary, along with controls at Neighborly Software, to achieve Neighborly Software’s service commitments and system requirements based on the applicable trust services criteria. The description presents Neighborly Software’s controls, the applicable trust services criteria, and the complementary user entity controls assumed in the design of Neighborly Software’s controls.

We confirm, to the best of our knowledge and belief, that:

1. the description presents Neighborly Software’s Housing, Economic, & Community Development Software Solution that was designed and implemented throughout the period November 25, 2021, to May 31, 2022, in accordance with the description criteria.
2. the controls stated in the description were suitably designed throughout the period November 25, 2021, to May 31, 2022, to provide reasonable assurance that Neighborly



Software’s service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout that period, and if the subservice organization and user entities applied the complementary controls assumed in the design of Neighborly Software’s controls throughout that period.

- 3. the controls stated in the description operated effectively throughout the period November 25, 2021, to May 31, 2022, to provide reasonable assurance that Neighborly Software’s service commitments and system requirements were achieved based on the applicable trust services criteria, if complementary subservice organization controls and complementary user entity controls assumed in the design of Neighborly Software’s controls operated effectively throughout that period.
- 4. The circumstances that warrant the following controls to operate did not occur during the period:

Control #	Control Activity	Conclusion
CC1.5.1 CC2.1.3 CC2.2.3 CC3.1.4 CC3.2.2 CC4.1.2 CC4.2.2 CC5.2.3 CC5.3.3 CC7.4.5	The Company has designated the Security Engineer as responsible for monitoring controls and commitments related to company security practices. Top-level management reviews the results of internal and external security assessments on a quarterly basis, and the results of these reviews are integrated into management's strategy and business objectives and tracked to final remediation.	The service auditor determined through inspection of the assessments that there were no issues that required remediation. As such, the operating effectiveness of this portion of the control could not be verified during the examination period.
CC2.3.4	When major changes to security commitments are made, the Company communicates these changes to impacted stakeholders via email.	The service auditor determined through inquiry that no changes to security commitments were made during the examination period. As such, the operating effectiveness of this control could not be verified during the examination period.
CC2.3.5 CC7.4.6	Security incidents and unauthorized disclosures of internal or external user data are communicated to data subjects, relevant legal and regulatory authorities, and others as required by law, contract, or at the advisement of legal counsel, per the incident management policy.	The service auditor determined through inquiry and observation of the incident repository that no security incidents occurred during the examination period. As such, the operating effectiveness of this portion of the control could not be verified during the examination period.
CC4.1.3 CC5.2.5 CC7.1.2 CC7.2.3 CC7.4.4	The Company performs internal vulnerability scans of the system at least quarterly. Management assesses and prioritizes the results of the scans and tracks issues of medium criticality or above to final remediation.	The service auditor determined through inspection of the scan results that no issues requiring remediation occurred during the examination period. As such, the operating effectiveness of this



		portion of the control could not be verified during the examination period.
CC4.1.4	The Company engages a third-party to perform external penetration tests of the system on an annual basis. Management assess and prioritizes the results of the penetration test and tracks issues of medium criticality or above to final remediation.	The service auditor determined through inspection of the test results that no issues requiring remediation occurred during the examination period. As such, the operating effectiveness of this portion of the control could not be verified during the examination period.
CC6.2.3 CC6.4.4	Management performs a periodic user access review of all in-scope systems (application, network, source code, databases) at least quarterly. Any issues identified during the user access review are tracked to final remediation.	The service auditor determined through inquiry that the user access review did not find any issues during the examination period. As such, the operating effectiveness of this portion of the control could not be verified during the examination period.
CC6.5.1	All media containing sensitive data, including electronic, hardcopy, and photocopy, is destroyed when it is no longer needed for business or legal reasons as defined in the Company's Data Destruction Policy.	The service auditor determined via inquiry that no data deletion requests were made and no data deletions occurred during the examination period. As such, the operating effectiveness of this portion of the control could not be verified during the examination period.
CC7.5.3	Security events that may impact internal or external users, including breaches of sensitive information or loss of service, are communicated to the impacted parties in line with contract and regulatory requirements.	The service auditor determined through inquiry and observation of the incident repository that no security incidents occurred during the examination period. As such, the operating effectiveness of the control could not be verified during the examination period.

Section II

Auditor's Opinion

risk3sixty

Security | Privacy | Compliance

II. Independent Service Auditor's Report

risk3sixty Compliance LLC
408 South Atlanta Street
Suite 180
Roswell, GA 30075

To: Neighborly Software

Scope

We have examined Neighborly Software' accompanying description in Section III titled "Neighborly Software's Description of Its Housing, Economic, & Community Development Software Solution" throughout the period November 25, 2021, to May 31, 2022, (description) based on the criteria for a description of a service organization's system in DC section 200, *2018 Description Criteria for a Description of a Service Organization's System in a SOC 2® Report*, (AICPA, *Description Criteria*), (description criteria) and the suitability of the design and operating effectiveness of controls stated in the description throughout the period November 25, 2021, to May 31, 2022, to provide reasonable assurance that Neighborly Software' service commitments and system requirements were achieved based on the trust services criteria relevant to security set forth in TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy* (AICPA, *Trust Services Criteria*).

As indicated in the description, Neighborly Software uses service organizations (subservice organizations) to provide a platform-as-a-service, including infrastructure, data center hosting services and capacity management services. The description indicates that certain applicable trust services criteria can be met only if complementary subservice organization controls assumed in the design of the subservice organizations' controls are suitably designed and operating effectively, along with the related controls at Neighborly Software. The description presents Neighborly Software's system; its controls relevant to the applicable trust services criteria; and the types of controls that the service organization expects to be implemented and suitably designed at the subservice organization to meet certain applicable trust services criteria. The description does not include any of the controls expected to be implemented at the subservice organization. Our examination did not extend to the controls of the subservice organization, and we have not evaluated the suitability of the design or operating effectiveness of such complementary subservice organization controls.

The description indicates that certain applicable trust services criteria specified in the description can be met only if complementary user entity controls assumed in the design of Neighborly Software's controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls, and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

The information included in Section V, “Supplemental Information Provided by Neighborly Software That Is Not Covered by the Service Auditor’s Report,” is presented by Neighborly Software management to provide additional information and is not a part of the description. Information contained in Section V has not been subjected to the procedures applied in the examination of the description, the suitability of the design of controls, and the operating effectiveness of the controls to achieve Neighborly Software’s service commitments and system requirements based on the applicable trust services criteria.

Service Organization’s Responsibilities

Neighborly Software is responsible for its service commitments and system requirements and for designing, implementing, and operating effective controls within the system to provide reasonable assurance that Neighborly Software’s service commitments and system requirements were achieved. In Section I, Neighborly Software has provided its assertion titled “Assertion of Neighborly Software Management” (assertion) about the description and the suitability of design and operating effectiveness of controls stated therein. Neighborly Software is also responsible for preparing the description and assertion, including the completeness, accuracy, and method of presentation of the description and assertion; providing the services covered by the description; selecting the applicable trust services criteria and stating the related controls in the description; and identifying the risks that threaten the achievement of the service organization’s service commitments and system requirements.

Service Auditor’s Responsibilities

Our responsibility is to express an opinion on the description and on the suitability of design and operating effectiveness of controls stated in the description based on our examination. Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether, in all material respects, the description is presented in accordance with the description criteria and the controls stated therein were suitably designed and operated effectively to provide reasonable assurance that the service organization’s service commitments and system requirements were achieved based on the applicable trust services criteria. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

An examination of the description of a service organization’s system and the suitability of the design and operating effectiveness of controls involves the following:

- Obtaining an understanding of the system and the service organization’s service commitments and system requirements

- Assessing the risks that the description is not presented in accordance with the description criteria and that the controls were not suitably designed or did not operate effectively
- Performing procedures to obtain evidence about whether the description is presented in accordance with the description criteria
- Performing procedures to obtain evidence about whether controls stated in the description were suitably designed to provide reasonable assurance that the service organization achieved its service commitments and system requirements based the applicable trust services criteria
- Testing the operating effectiveness of controls stated in the description to provide reasonable assurance that the service organization achieved its service commitments and system requirements based on the applicable trust services criteria
- Evaluating the overall presentation of the description

Our examination also included performing such other procedures as we considered necessary in the circumstances.

Inherent Limitations

The description is prepared to meet the common needs of a broad range of report users and may not, therefore, include every aspect of the system that each individual user may consider important to meet their informational needs.

There are inherent limitations in the effectiveness of any system of internal control, including the possibility of human error and the circumvention of controls.

Because of their nature, controls may not always operate effectively to provide reasonable assurance that the service organization's service commitments and system requirements are achieved based on the applicable trust services criteria. Also, the projection of the future of any conclusions about the suitability of the design and operating effectiveness of controls is subject to the risk that controls may become inadequate because of changes in conditions or that the degree of compliance with policies or procedures may deteriorate.

Description of Tests of Controls

The specific controls we tested and the nature, timing, and results of those tests are presented in Section IV, "Trust Services Security Criteria, Related Controls, and Tests of Controls," of this report in columns Control Activity, Testing Procedures, and Conclusion, respectively.

Opinion

In our opinion, in all material respects:

- the description presents Neighborly Software’s Housing, Economic, & Community Development Software Solution that was designed and implemented throughout the period November 25, 2021, to May 31, 2022, in accordance with the description criteria.
- the controls stated in the description were suitably designed throughout the period November 25, 2021, to May 31, 2022, to provide reasonable assurance that Neighborly Software’s service commitments and system requirements would be achieved based on the applicable trust services criteria, if its controls operated effectively throughout that period, and if the subservice organization and user entities applied the complementary controls assumed in the design of Neighborly Software’s controls throughout that period.
- the controls stated in the description operated effectively throughout the period November 25, 2021, to May 31, 2022, to provide reasonable assurance that Neighborly Software’s service commitments and system requirements were achieved based on the applicable trust services criteria, if complementary subservice organization controls and complementary user entity controls assumed in the design of Neighborly Software’s controls operated effectively throughout that period.

Restricted Use

This report, including the description of tests of controls and results thereof in Section IV, is intended solely for the information and use of Neighborly Software; user entities of Neighborly Software’s Housing, Economic, & Community Development Software Solution during some or all of the period November 25, 2021, to May 31, 2022, business partners of Neighborly Software subject to risks arising from interactions with the Housing, Economic, & Community Development Software Solution, practitioners providing services to such user entities and business partners, prospective user entities and business partners, and regulators who have sufficient knowledge and understanding of the following:

- The nature of the service provided by the service organization
- How the service organization's system interacts with user entities, business partners, subservice organizations, and other parties
- Internal control and its limitations
- Complementary user entity controls and complementary subservice organization controls and how those controls interact with the controls at the service organization to achieve the service organization’s service commitments and system requirements
- User entity responsibilities and how they may affect the user entity’s ability to effectively use the service organization’s services
- The applicable trust services criteria
- The risks that may threaten the achievement of the service organization’s service commitments and system requirements and how controls address those risks

This report is not intended to be, and should not be, used by anyone other than the specified parties.

risk3sixty compliance, LLC

Roswell, Georgia

June 7, 2022



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**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City 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 Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. 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 Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

REFERENCES

A minimum of three (3) references shall be provided:

1. Company Name: Pasco County, FL

Address: **5640 Main Street, Ste 200**

New Port Richey, FL 34654

Contact: **Marcy Esbjerg**

Phone #: **727-834-3447** Email: **mesbjerg@pascocountyfl.net**

Contract Value: **\$31,500.00** Year: **2019**

Description: **PROGRAMS**

CDBG-CV

Public Services

Public Development

CHDO

Down Payment Assistance

ESG

Microenterprise

Owner Occupied Rehab

TBRA

Loans

2. Company Name: City of Orlando, FL

Address: **400 South Orange Avenue**

Orlando, FL 32802

Contact: **Kassandra (Kassi) Bernard**

Phone #: **407-426-2395** Email: **Kassandra.Bernard@CityofOrlando.net**

Contract Value: **\$14,000.00** Year: **2020**

Description: **Single Family Rehab**

3. Company Name: Collier County, FL

Address: **3339 E Tamiami Trl**

Naples, FL 34112

Contact: **Lisa Carr**

Phone #: **239-252-2399** Email: **Cormac.Giblin@colliercountyfl.gov**

Contract Value: **\$55,177.00** Year: **2018**

Description: **PROGRAMS**

• **Down Payment Assistance**

- **Owner Occupied Housing Rehab**

- **Public Services**

- **Housing Demolition and Replacement**

- **Affordable Housing Construction**

- **Services for Seniors Grant Management
ERA**

PROGRAM DOLLARS

- **CDBG PY21: \$2.7M**

- **HOME PY21: \$753K**

- **ESG PY21: \$217K**

4. Company Name: Miami Beach, FL

Address: 1755 Meridian Avenue, 3rd Floor

Miami Beach, FL 33139

Contact: Chris Digilio

Phone #: 305-673-7000 x 26030 Email: chrisdigilio@miamibeachfl.gov

Contract Value: \$30,200 Year: 2020

Description: **PROGRAMS**
Affordable Housing
Down Payment Assistance
Public Services
Tenant Program

5. Company Name: Pinellas County, FL

Address: **440 Court Street, 2nd Floor**
Clearwater, FL 33756

Contact: **Cindy Margiotta**

Phone #: **724-464-7398** Email: **cmargiotta@pinellascounty.org**

Contract Value: Year: **2019**

Description: **PROGRAMS**

- **Local Business Grant**

- **CARES Small Business Grant**

- **ESP for New Construction**

- **Emergency Rental Assistance**

- **Down Payment Assistance**

- **Pubic Services**

- **State CRF Program**

- **Social Action Funding**

PROGRAM DOLLARS

- **Local Business Grant: \$22M**

- **CARES: \$35M**

- **CDBG PY21: \$2.5M**

- **HOME PY21: \$1.3M**

- **ESG PY21: \$214K**

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Benevate Inc., dba Neighborly Software**EIN (Optional): **81-0880368**

Address: **3423 Piedmont Rd. NE, Ste 420**

City: **Atlanta**State: **Georgia**Zip: **30305**

Telephone No.: **855-625-9738**FAX No.: **N/A**Email: **leah.larson@neighborlysoftware.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**):

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	08/09/2022				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

Neighborly Software has exceptions to the terms and conditions and will be listed as an attachment to the RFP.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Jason Rusnak
Name (printed)

Jason Rusnak
Signature

08/12/2022
Date

President
Title

Revised 4/28/2020

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Jason Rusnka
Authorized Signature

President
Title

Jason Rusnak
Name (Printed)

08/12/2022
Date

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-187(c), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

The Contractor shall not, in any of his/her/its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that he/she/it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Jason Rusnak
Authorized Signature

Jason Rusnak, President
Print Name and Title

08/12/2022
Date

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No: **12692-925**

Project Description: **Grant Management Software**

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- (a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- (b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **Benevate Inc., dba Neighborly Software**

Authorized Company Person's Signature: **Jason Rusnak**

Authorized Company Person's Title: **President**

Date: **08/12/2022**

9/15/2020

Appendix B - Vendor Questionnaire

Instructions: Please mark "X" under the type of functionality in columns F, G, and H that your proposed solution can provide per each capability listed.

Item #	Sub Category Capability	Definition	Functionality			Comments	
			Standard (out of the box)	Capable with Customization	Limited or No Capability		
Software Functionality and Integration							
1	Admin	Implementation Costs	Estimated costs to configure and implement GMS for the organization.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Implementation costs are a one-time fee per program. \$2,500 per program.
2	Admin	Initial Licensing Costs	Initial GMS software purchase costs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Administrative licenses are annual recurring. Licenses 1-10 is \$2,400 per admin license and licenses 11+ are \$1,800 per license.
3	Admin	Email Capability	Ability to send emails on project activities, approvals, etc. from within the GMS.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
4	Integration	Third Party Integration - Financial	Ability of the GMS to integrate with Oracle eBusiness through Application Programming Interfaces (APIs). (On-premise or cloud-based)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
5	Integration	Third Party Integration	Ability to have bi-directional API Integration to other applications. (on-premise or cloud- based)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Neighborly Software offers APIs to tie into tools such as PowerBI. There is an additional cost for the API.
6	Integration	Third Party Integration - GIS	Integration with the City Geographic Information System (GIS), allowing for interactive map viewing capabilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7	Admin	SQL/Oracle DB	Ability of GMS to be installed on customer's servers and Oracle environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Neighborly Software is cloud based and hosted on Microsoft Azure Tier IV data center in Virginia backed up in Texas. All that's needed is a modern web browser.
8	Admin	Virtual Server Compatible	Ability of GMS to be installed on customer's virtual server architecture.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9	Admin	Windows Architecture	Ability of GMS to be installed on customer's Windows Server architecture. If so, what versions?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Neighborly Software is accessible via all modern web browsers: Chrome, Edge, Safari, etc.
10	Admin	Security-Screen	Ability to have individual system logins with differing security levels.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
11	Admin	Security	Ability to have access control by role, user, project, functional area.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
12	Admin	Audit	Ability to audit capabilities, error logs and reports.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
13	Admin	System Table Management	Ability of users to manage customizations to the software without the need for IT support.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Neighborly Software is highly configurable. Once you go through implementation you are assigned a Customer Success Manager to help make any edits your applications or administrative workflow. No IT support is needed from the City of Fort Lauderdale.
14	Admin	Ease of Customization	The ability for IT support staff to make changes or updates to the system outside of typical out of the box operations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Neighborly Software offers a super admin training to train Fort Lauderdale staff to make updates or changes to their applications and administrative workflows.
15	Admin	Customization	Ability to create custom forms and mandatory/optional fields.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
16	Data Entry	Ease of Use/Training Requirement	The ability for end users to learn how to use the system effectively and for support staff to learn the system well enough to train end users how to use it.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
17	Data Entry	Web Based	GMS system capable of being entirely web based for end users.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
18	Data Entry	Mobile	GMS system capable of being used on mobile devices. List which devices/OS are supported.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.

Functionality

Item #	Sub Category Capability	Definition	Functionality			Comments	
			Standard (out of the box)	Capable with Customization	Limited or No Capability		
19	Data Entry	Mobile	Ability to work online or offline.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
20	Software Support	Company Profile	How many installations does the company have of their products? Provide 5 references.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Neighborly Software has successfully implemented multiple programs for over 375+ clients nationwide.
21	Software Support	Support Availability	Ability to support users and resolve outstanding issues.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
22	Software Support	Storage and Backup	Ability to store, backup and recover data. (On-premise or cloud-based)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
Grant/Project Management							
23	Project Phase Management	Project Initiation	Ability of GMS to fully manage grant funding and associated projects/activities in accordance with Federal and State regulations, to include: grant management, case construction and asset monitoring.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
24	Project Phase Management	Project Initiation	Ability of GMS to create applications/documents to allow external non-profit organizations, multi-family developers, and homeowners the ability to apply for	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
25	Project Phase Management	Project Initiation	Ability of GMS to allow electronic signature(s) on all applications and eligibility documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
26	Project Phase Management	Project Initiation	Ability of GMS to allow for submission of pay requests and reporting from outside persons/organizations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
27	Project Phase Management	Project Execution - Bidding	Ability to track and manage project bids and construction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
Funding Allocation							
28	Funding Allocation	Funding Sources	Ability to track project funding sources and balances for each project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
29	Funding Allocation	Funding Sources	Ability to show all project commitments against each fund.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
30	Funding Allocation	Funding Sources	Ability to modify, view, and report on funding.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
31	Funding Allocation	Payments	Ability to manage pay requests and approval process through an approval hierarchy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
Fund/Contract Management							
32	Fund Management	Program Funds	Ability to track and manage grant funding and earned program income in accordance with regulatory spending timelines.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
33	Invoice Management	Invoice Management/Reporting	Ability to track, manage, and report invoices.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
34	Contract Funds	Remaining Contract Funds	Ability to track and manage remaining contract funds.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
35	Contract Management	Document Storage	Ability to store case documents/emails, including supporting documentation as to applicant income & assets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.

Item #	Sub Category Capability	Definition	Functionality			Comments	
			Standard (out of the box)	Capable with Customization	Limited or No Capability		
36	Contract Management	Audit	Ability to conduct project close-out audit review and annual audit reviews for all non- profits and multi-family developers.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
Time Management							
37	Time Management	Tracking Employee Time	Ability to capture staff time spent on related projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
38	Time Management	Labor Scheduling	Ability to create labor schedules based on actual time charged to particular funds.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Loan Processing							
39	Underwriting Management	Applicant Underwriting	Ability to underwrite an applicant's submission for funding storing all documents with the software.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
40	Underwriting Management	Document Creation	Ability to create and store necessary documents for closing loans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
Construction Management/Submittals Processing							
41	Cost Estimation	Cost Estimating Tool	Ability to estimate costs through the Craftsman Book	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.

			Specifications Database-Cost Estimate, or similar database.				
42	Construction Management	Work Write-Ups	Ability to generate work write-ups based off the above database, or similar database.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
43	Submittals	Change Orders	Ability to track and manage change orders.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
44	Submittals	Submittal Tracking	Ability to accept online Proposer bids, change orders and manage submittals.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
45	Submittals	Proposer Draws	Ability for Proposers to submit draws through software, subsequently routing for approval.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
Asset Management							
46	Asset Management	Housing Affordability	Ability to evaluate housing unit affordability for multi-family developments.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
47	Asset Management	Monitoring	Ability to store and monitor tenant certifications/re-certifications for multiple multi-family developments.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
48	Asset Management	Monitoring	Ability to complete and store annual multi-family property inspections.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
Reporting							
49	User Defined Reports	Ad Hoc Reports	Ability for users to create their own ad hoc reports.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
50	User Defined Reports	User Defined Reports	Ability for users to define their own reports that are made available for use within system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
51	User Defined Reports	Report outputs	Ability to create reports that include networks/resource histograms, pie charts, or line graphs.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.

Item #	Sub Category	Capability	Definition	Functionality			Comments
				Standard (out of the box)	Capable with Customization	Limited or No Capability	
52	Standard Reports	Standard Reports	Product includes standard reports out of the box. What external reporting software is required?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	No external reporting software is required. Neighborly Software comes with a full report suite including ad-hoc reports.
53	Standard Reports	Export Reports	Ability to export to Excel, Word, and PDF formats.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
54	Report Filtering	Project Filtering Capabilities	Ability to filter and sort reports by project manager, department/function, fund, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
55	Dashboard	Standard Out of the Box Dashboard	Product includes standard out of the box dashboard with filter capabilities. (Open action items/issues, notes, scheduled milestones, cost summaries, change orders, pay	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
56	Dashboard	User Defined Dashboard	Ability for users to define their own dashboards.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dashboards are defined based on your role based security and what you have access to. If you do not have access to a specific program, such as rehab it will not show on your dashboard.
57	Dashboard	Drill Down Functionality	Ability to drill down functionality showing increasing levels of detailed cost and schedule information from program to project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
58	Dashboard	Information/Reporting	Ability to capture goals and objectives related to the City's Five Year Consolidated Plan, showing each year annual needs met and areas to still meet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
59	Dashboard	Information/Reporting	Ability to capture goals and objectives related to the City's Yearly Annual Action Plan, showing monthly goals met and monthly expenditures per specified program/activity and/or subrecipient.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
60	Document Management	File Compatibility	Ability to handle industry standard document types (MS Office, pdfs, photos, video).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
61	Document Archive	Archive Deliverables	Ability to archive deliverables, emails, and reports.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.
62	Document/Image Management	Document Approvals	Ability to create workflow process for routing and document approvals within the department.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Standard functionality.

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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12692-925--01-01	Grant Management Software	Supplier Product Code:	First Offer -	1 / each	Y	Y
Supplier Total						\$0.00