

**AGREEMENT FOR PERMITROCKET SOFTWARE, LLC DIGITAL
PLAN ROOM AMONG THE CITY OF FORT LAUDERDALE,
CARAHSOFT TECHNOLOGY CORP, AND PERMITROCKET
SOFTWARE, LLC, INC.**

THIS AGREEMENT, made this 27 day of November, 2017, is by and among the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, Carahsoft Technology Corp, a Maryland corporation authorized to transact business in the State of Florida, and PermitRocket Software, LLC, Inc., a Florida LLC authorized to transact business in the State of Florida, jointly and severally, (collectively, "Contractor" or "Company"), whose address and phone number are 10144 SW 78th Court, Miami, FL 33156, Telephone: 703-871-8522, Email: Alex.Stanton@carahsoft.com.

WHEREAS, this Agreement is based on Contract No. 01-55 between Contractor and the National Cooperative Purchasing Alliance

The initial contract term shall commence upon final execution of the contract by the City and shall expire two (2) years from that date. The City reserves the right to extend the contract for two (2), additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 120 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement (Form P-0001):

- (1) Statement of Work, ("Exhibit A").
- (2) Government – Price Quotation, PermitRocket Software, LLC Government at Carahsoft, No.9328654, dated April 21, 2017, ("Exhibit B").
- (3) The City's General Conditions, ("Exhibit C").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee).
- B. Second, this Agreement (Form P-0001) dated November 27, 2017.
- C. Third, Exhibit C.
- D. Exhibits A and B.

II. SCOPE

The Contractor shall provide to the City the PermitRocket Software, LLC ePermitHub Digital Plan Room ("Work") under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. FISCAL YEAR

In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B, all such amounts being payable to Carahsoft Technology Corp. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses. Any and all travel by the Contractor pursuant to this Agreement shall be in accordance with the City's Travel Allowance and Subsistence Policy.

V. METHOD OF BILLING AND PAYMENT

Carahsoft Technology Corp may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. City shall pay Carahsoft Technology Corp within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

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. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, 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 infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (30) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. 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 provided bylaw.

F. Insurance

During the term of this Agreement, Contractor at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide the City a certificate of insurance evidencing such coverage. Contractor's insurance coverage shall be primary insurance as respects to the City for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager.

The coverages, limits and/or endorsements required herein protect the primary interests of the City, and these coverages, limits and/or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than: \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury

Property Damage and Personal and Advertising Injury:

\$1,000,000 each occurrence and \$2,000,000

Aggregate for Products and Completed Operations Policy must include coverage for Contractual Liability and Independent Contractors.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes Employers' Liability - 500,000

Any firm performing work on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Fidelity/Dishonesty Coverage and/or Commercial Crime

Coverage must be afforded in an amount not less than \$1,000,000 per loss for dishonest acts of the Contractor's employees, including but not limited to theft of money, personal property, vehicles, materials, supplies, equipment, tools, etc.

Cyber Liability Coverage

Coverage must be afforded in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Insurance Certificate Requirements

Contractor shall provide the City with valid Certificates of Insurance no later than thirty (30) days prior to the start of work contemplated in this Agreement.

The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.

The City shall be named as an Additional Insured with a Waiver of Subrogation where appropriate.

The Agreement, Bid/Contract number event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:

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

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with work being performed under this Agreement, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practicable.

It is the Contractor's responsibility to ensure that all sub-Contractors comply with these insurance requirements. All coverages for subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance

conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

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 for records directly related to this contract.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's

use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the amount that the City has paid the Contractor as of the date of the alleged breach. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be

limited to a maximum amount of the amount that the City has paid the Contractor as of the date of the alleged breach.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of the amount that the City has paid the Contractor as of the date of the alleged breach for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control

including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

1. 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 or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. 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 (2016), 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 (2016), 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 (2016), as may be amended or revised.

BB. Public Records

Contractor shall:

Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

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 (2017), as may be amended or revised, or as otherwise provided by law.

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 this contract if the Contractor does not transfer the records to the City.

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 this 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 this 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.

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IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: [Signature]
Gustavo Ceballos, Assistant City Attorney

ATTEST:
[Signature]
Ellen Lord, Secretary

CARAHSOFT TECHNOLOGY CORP
[Signature]
By: Craig P. Abod, President

(CORPORATE SEAL)

STATE OF VA:
COUNTY OF Fairfax:

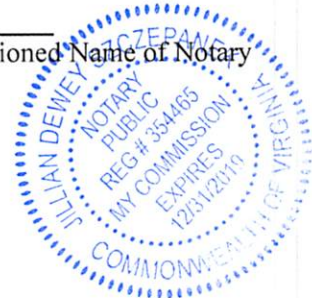
The foregoing instrument was acknowledged before me this 13 day of November, 2017, by Craig P. Abod as president for Carahsoft Technology Corp., a Maryland corporation authorized to transact business in the State of Florida.

(SEAL)



[Signature]
Notary Public, State of VA
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)



Personally Known X OR Produced Identification _____
Type of Identification Produced _____

ATTEST:

[Handwritten signature]

Marilyn Martin, Manager

(CORPORATE SEAL)

PermitRocket, LLC, INC.

[Handwritten signature]

By: _____
Maykel Martin, Manager

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me this 14th day of November, 2017,
by Maykel Martin as manager for PermitRocket LLC, a Florida limited liability company.

(SEAL)

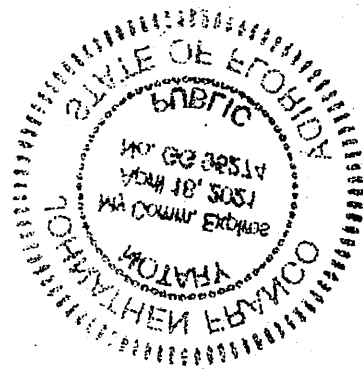


[Handwritten signature]

Notary Public, State of Florida
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification
Type of Identification Produced Florida Drivers License



**CITY OF FORT
LAUDERDALE GENERAL
CONDITIONS**

These instructions 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) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.1 **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.
- 1.2 **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.
- 1.3 **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.
- 1.4 **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.
- 1.5 **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.
- 1.6 **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.
- 1.7 **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.

- 1.8 **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.
- 1.9 **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.
Form G-107 Rev. 02/15

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 [Reserved.]

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:

2.1 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) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

2.2 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:

3.1 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.

3.2 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.

3.3 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.

- 3.4 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. Form G-107 Rev. 02/15
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.
- 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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 DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

4.1 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.

4.2 [Reserved.]

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.1 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance to 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:

- Bidders 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.

5.2 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.

5.3 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet

(SDS).

- 5.4 **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.
- 5.5 **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.
- 5.6 **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.
- 5.7 **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.
- 5.8 **[Reserved.]**
- 5.9 **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 its best interest as determined by the City, to cancel 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 for records directly related to this contract. The Contractor agrees to make available to the City Auditor or 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 should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **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 them 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 him for 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.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from 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 its 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 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.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES: Contractor shall:**
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2015), as may be amended or revised, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

PermitRocket Software, LLC

Products and Services

Product	Annual Unlimited User Subscription License	Net Price
ePermitHub Digital Plan Room Early Adopter Subscription License via NCPA (Not to Exceed) - Accela Civic Platform Embedded Version	1	\$81,314
Total Subscription Fees		\$81,314

Other Terms and Conditions

- Annual Subscription fees do not include hardware or equipment, such as desktop computers, monitors, mobile devices, etc.

Alternate Terms Disclaimed: The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

Customer Technical Contact

Name: _____

Title: _____

Email: _____

Phone: _____

PermitRocket Software, LLC

PERMITROCKET SUBSCRIPTION TERMS AND CONDITIONS FOR ACCELA HOSTED CUSTOMERS

These Subscription Terms and Conditions (“Terms”) apply to customers using PermitRocket’s ePermitHub Digital Plan Room product embedded within Accela’s Civic Platform software and hosted within Accela’s Cloud.

1. As used herein, “PermitRocket” refers to PermitRocket Software, LLC. and “Customer” refers to the subscribing customer designated on the attached Order. PermitRocket and Customer are collectively designated as the “Parties”.
2. These Terms are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.
3. Customer’s subscription term commences on the date PermitRocket provides appropriate access credentials to Customer’s designated technical contact, indicating that the application services identified in the Order (“Subscribed Services”) are available for Customer’s subscription use. Said date is Customer’s “Service Date” for purposes of designating the start of any subscription term.
4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer’s subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer’s subscription terms, Customer’s subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term’s annual fees unless PermitRocket notifies Customer otherwise not less than ninety (90) calendar days prior to the end of said prior term. Any price increase will be capped at the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics or 5%, whichever is lower, and will be effective at the start of the renewal term. Customer may opt-out from said automatic renewal by providing written notice to PermitRocket not less than

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sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term.

5. In exchange for its use of the Subscribed Services, Customer will pay to PermitRocket the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are nonrefundable, except as otherwise specifically-provided herein. Pursuant to Florida Statutes Chapter 212 City does not pay Federal Excise Tax or Florida Sales Tax and its tax exemption number is 85-8013875578C-1. PermitRocket is solely responsible for taxes assessable against it based on its income, property and employees.
6. The Subscribed Services are protected under the laws of the United States and the individual States and by international treaty provisions. PermitRocket retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by PermitRocket; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by PermitRocket. PermitRocket will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by PermitRocket regarding future functionality or features.
7. PermitRocket warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, PermitRocket may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. PermitRocket will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.
8. PermitRocket has no obligation for any claim based upon a modified version of the

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Subscribed Services, where such modifications were not made or authorized by PermitRocket, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by PermitRocket. PermitRocket provides no warranty whatsoever for any third-party hardware or software products. **Except as expressly set forth herein, PermitRocket disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.**

9. Where applicable, the Subscribed Services will be hosted by PermitRocket at a physically secure commercial third-party hosting facility. PermitRocket will perform system administration duties as required to maintain the service levels described below and to exercise best efforts at restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. PermitRocket will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.
10. PermitRocket will endeavor to provide Customer with no less than seventy-two (72) hours notice prior to Subscribed Services unavailability due to planned maintenance; PermitRocket will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. PermitRocket will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.
11. PermitRocket will (a) make the Services and Content available to Customer pursuant to this Agreement and the applicable Order Forms, (b) provide applicable PermitRocket standard support for the Services to Customer at no additional charge, (c) use best efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which PermitRocket shall give advance electronic notice as provided in the Documentation), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-PermitRocket maintained systems or networks (including the portions of the service hosted by Accela), or denial of service attack.
12. In support of the Subscribed Services, PermitRocket will provide Customer with a) a telephone number to contact PermitRocket's live technical support facility, which is available from 8:00 a.m. until 8:00 p.m. Eastern time Monday through Friday, excluding PermitRocket's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which PermitRocket will address during its regular business hours; and c) access to archived software updates and

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other technical information in PermitRocket's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, PermitRocket will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

Level of Severity	Description of Severity	Characteristics	Response Time
Level 1 - Critical	Critical Business Impact: Critical issue occurring on production system preventing business operations. A large number of users are prevented from working with no procedural workaround.	System hangs or crashes Critical functionality not available Data loss or data corruption Large number of end users blocked from work Impact is escalating quickly	1 hr
Level 2 - Major	Significant Business Impact: Major issue occurring on production system severely impacting business. A large number of users are impacted by issue but they are still able to work in a limited capacity.	Significant performance degradation Important functionality not available Small number of users blocked from work Impact is escalating	4 hrs
Level 3 - Medium	Normal Business Impact: Issue causing a partial or non-critical loss of functionality on production system. A small number of users are affected.	Some system functions not available Minor performance degradation Small number of users impacted Impact is not escalating	8 hrs
Level 4 - Low	Minimal Business Impact: Issue occurring on non-production system or question, comment, feature request, documentation issue or other non-impacting issue.	Incorrect product behavior without impact Product question or enhancement	24 hrs

13. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by PermitRocket outside of PermitRocket's usual working hours; c) Services required due to

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external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by PermitRocket; or d) Services required to resolve or work-around conditions which cannot be reproduced in PermitRocket's support environment.

14. Customer warrants that it owns or has been authorized to provide the data to PermitRocket. Customer retains full ownership of said data and grants to PermitRocket a limited, nonexclusive, nontransferable license to use said data only to perform PermitRocket's obligations in accordance with these Terms.
15. Throughout the term of the agreement, Accela maintains control of all PermitRocket related Customer data. Customer will reference their Accela hosting agreement for terms associated with data copy or extraction requirements.
16. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique usernames and passwords ("Logins").
17. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by PermitRocket. Customer agrees that PermitRocket is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by PermitRocket.
18. Either party may end Customer's access to the Subscribed Services if the other materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by Customer, PermitRocket will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.
19. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either PermitRocket or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the

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Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a State's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

20. PERMITROCKET WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL PERMITROCKET'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO PERMITROCKET BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF PERMITROCKET OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

21. If PermitRocket is delayed in its performance of any obligation hereunder to causes or effects beyond its control, PermitRocket will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

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- 22. PermitRocket may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.
- 23. The Parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.
- 24. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 17, 20, and 25 will survive the End of Term. Section 19 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.
- 25. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these Terms will be effective unless it is described in writing and signed by the Parties.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY OF FORT LAUDERDALE

By: 
City Manager

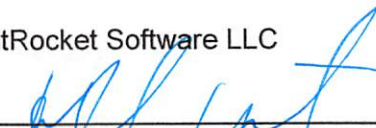
Approved as to form:
Cynthia A. Everett, City Attorney

By: 
Assistant City Attorney

ATTEST:


Marilyn Martin, Manager

PermitRocket Software LLC

By: 
Maykel Martin, Manager

PermitRocket Software, LLC

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me this 16 day of November, 2017, by Maykel Martin as Manager for PermitRocket Software LLC

(SEAL)



[Signature]
Notary Public, State of Florida
(Signature of Notary Public)

Arianna Blanco
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification
Type of Identification Produced DL: H635-540-78-096-0
H635-540-78-842-0



Statement of Work

Prepared For: City of Fort Lauderdale, Florida

Carahsoft Technology & ePermitHub Implementation

Version: 1.1

PermitRocket Software, LLC shall perform the Services (described below) for the City of Fort Lauderdale, FL. to implement the ePermitHub Digital Plan Room components into the Accela Civic Platform. This Carahsoft Technology SOW defines the Services to be provided by PermitRocket Software LLC.

PermitRocket Software, LLC is a Florida technology company working on a cutting edge web-based electronic plan review solution in partnership with Accela, the largest permitting software vendor. This solution, called the Digital Plan Room, is being designed to not only meet requirements of government permitting agencies around the United States, but also specifically meet the unique requirements for agencies within Florida, including full support for securely signed and sealed electronic plans using digital signatures per the following Florida Administrative Code Rules:

- 61G1-16.005 - Board of Architecture and Interior Design Procedures for Signing and Sealing Electronically Transmitted Plans, Specifications, Reports or Other Documents
- 61G15-23.004 - Board of Professional Engineers Procedures for Digitally Signing and Sealing Electronically Transmitted Plans, Specifications, Reports or Other Documents

For this effort, ePermitHub is extending the benefits of its Early Adopter Program to the City of Fort Lauderdale. As an Early Adopter the City may participate in finalizing the design and functionality of the first version of the Digital Plan Room solution, and its subsequent integration with Accela, as described below.

Objective

To complete the implementation of the ePermitHub Digital Plan Room components into the Accela Civic Platform. Upon completion, the Accela Civic Platform will support integrated digital reviews capabilities, including file and sheet versioning, dynamic issue management, 2D electronic markups.

Services

Development of the following milestones:

1. Project kick-off meeting and detailed project plan document.
2. Accela Citizen Access portal to support file versioning and multi-file review submittals that triggers notifications to the agency.
3. Accela Civic Platform to supports digital signatures verification, file versioning, plan review sheet versioning process.
4. Augment Digital Plan Room deployment with 2D markups, dynamic corrections management between back office and customer portal and deliver for start of acceptance testing by the City of Fort Lauderdale.

Detailed Requirements

Detailed requirements as specified below by the City of Fort Lauderdale will be supported by the solution:

1. Ability to process any PDF file regardless of properties or security, except encrypted / password protected PDFs which will be automatically rejected.
2. Versioning of files and review cycle tracking for files, plan sheets and documents.
3. Support for multi-file resubmittals and choice to show or hide old comments.
4. Dynamic correction reports to be supported by new issue management features.
5. Full support for validation of digital signatures, submittal will be blocked before review when signatures are invalid.
6. Equivalent markup tools to the current Accela Electronic Document Review solution.
7. Ability to review multiple files at once.
8. Parallel plan reviews so multiple reviewers can save comments simultaneously
9. Ability to save as every issue is created or auto save.
10. Ability to see all review items in one place.
11. Ability to securely display the comment to customers.
12. Plan comparison overlay of different versions/cycles of the same sheets

Schedule and delivery are contingent on availability and access to City staff resources.

Payment Terms & Delivery Schedule:

Total compensation for the above services is not to exceed \$176,040 all inclusive and will be paid

according to the following payment schedules:

Phase 1: Payment Schedule				
1	Milestone 1	Project Manager - 100 Hours		\$11,500.00
2	Milestone 2	Project Manager - 46 Hours	Consulting Engineer - 204 Hours	\$32,830.00
3	Milestone 3	Project Manager - 46 Hours	Consulting Engineer - 204 Hours	\$32,830.00
4	Milestone 4	Project Manager - 48 Hours	Consulting Engineer - 203 Hours	\$32,925.00
			Total:	\$110,085.00

Service	Hours	Price	Total
Consulting Engineer	611	\$135.00	\$82,485.00
Project Manager	240	\$115.00	\$27,600.00

Continuous Phase: Payment Schedule				
1	Milestone 1		Consulting Engineer - 112 hours	\$15,120.00
2	Milestone 2	Project Manager - 100 Hours	Consulting Engineer - 64 Hours	\$20,140.00
3	Milestone 3	Project Manager - 88 Hours		\$10,120.00
4	Milestone 4	Project Manager - 35 Hours	Consulting Engineer - 40 Hours	\$9,425.00
5	Milestone 5	Project Manager - 50 Hours	Consulting Engineer - 40 Hours	\$11,150.00
			Total (not to exceed):	\$65,955.00

Service	Hours	Price	Total
Consulting Engineer	256	\$135.00	\$34,560.00
Project Manager	273	\$115.00	\$31,395.00

Carahsoft Technology Corp. will submit an invoice to the City of Fort Lauderdale, FL upon completion of each milestone and will be paid in accordance with Carahsoft Technology Net 45 payment terms. Milestone timelines are contingent upon timely compensation.

Acceptance

Accepted By: <i>[Signature]</i> City of Fort Lauderdale, FL	Accepted By: <i>[Signature]</i> Carahsoft Technology Corp.
Print Name: Kevin Keimel	Print Name: Craig AB20
Title: Application Services Mgr.	Title: President
Date: 11/17/2017	Date: 11/16/17

APPENDIX A: EPERMITHUB EARLY ADOPTER DIGITAL PLAN ROOM PROJECT PLAN DRAFT

1. PROJECT DEFINITION

PROBLEM STATEMENT

The City of Fort Lauderdale currently employs a paper based plan review process. Paper based plan review has many challenges, but the main issues being faced by the City are slow review speeds, inability to do parallel reviews and an inefficient collaborative environment among all stakeholders. Ultimately, this reflects on the quality of customer service that can be offered to the community. Additionally, the City of Fort Lauderdale will face increasing pressure to modernize their operational efficiency because of the construction industry, which is rapidly adopting advanced technologies, such as Building Information Model (BIM), Augmented Reality (AR), Virtual Reality (VR) and mobile construction software, to conduct their business of creating our Built World. This technology shift is pressuring government regulatory bodies to adopt more modern and efficient plan review processes, and related electronic plan review tools across the country.

PROJECT SCOPE

The objective of this project is to complete the implementation of the ePermitHub Digital Plan Room components into the Accela Civic Platform Land Management System. At a high level, the Digital Plan Room deployment will support integrated digital reviews capabilities, including file and sheet versioning, dynamic issue management and 2D electronic markups. The Digital Plan Room solution will provide for an embedded plan review solution with the Accela permitting system and will be fully integrated into the Accela Civic Platform workflow.

PROJECT STRATEGY

The project will be conducted in an iterative manner to allow for the City to provide feedback every step of the way. Feedback on specific features and topics will be requested from city staff throughout the project as needed. Additionally, upon completion of each iteration or milestone, there will be a formal feedback session with a set of predetermined stakeholders. Agreed items from feedback sessions will be incorporated into the product as schedules permit.

It is also the intent to incorporate feedback from the City's customers. The City will predetermine an appropriate set of their customers that would influence the project in a positive way. A focus group will be formed and introduced into some of the feedback meetings as detailed later in this document.

DELIVERABLES

The entire project will be divided into four Phases with their respective deliverables and actions by all stakeholders. The Continuous Phase and Phase 1 are priced in the Early Adopter SOW. Phases 2 & 3 are included in the Early Adopter Program SOW at no additional cost. A summary is provided below. For more detail see the Project Implementation section of this document.

1. Continuous Phase: Mirror Implementation Strategy
 - Throughout the life cycle of the project, the team will create, configure and maintain a mirrored Accela Civic Platform environment that will be used in Phases 1 through 3 and migrated to the formal City environment for Go Live.
2. Phase 1: Development Phase
 - Deliver test environment on mirror Accela Civic Platform System that supports plan submission, digital signatures, file versioning, sheet/document versioning, review assignments, issue/markup tracking and management.
3. Phase 2: Acceptance / Feedback Phase
 - Conduct iterative user acceptance testing, feedback sessions and updates/enhancements to the test environment as agreed by reduced stakeholder's group.
4. Phase 3: Pilot / Focus Group / Learning Phase
 - Conduct focus group with City's selected customers. Start Pilot with selected customers. Execute pilot until migration to formal City test environment is complete.

SUCCESS CRITERIA

The definition of project success is critical to the end of defining appropriate expectations from the start of a project. Success is defined for each phase of the project so that the team can measure as it iterates towards the final goal as follows:

- **Continuous Phase:** Full migration to Accela Civic Platform completed and EDR open to all customers.
- **Phase 1:** Standalone test deployment delivered with incorporated feedback, ready to start acceptance testing.
- **Phase 2:** Acceptance feedback sessions conducted, feedback incorporated and pilot deployment delivered ready to start pilot phase.
- **Phase 3:** Pilot EDR projects successfully conducted with selected Fort Lauderdale customers.

2. PROJECT IMPLEMENTATION

IMPLEMENTATION OVERVIEW

This section describes the implementation tasks and work needed to complete the project. The project is divided into four distinct phases to help create a framework for the different activities that will take place at each stage.

CONTINUOUS PHASE: ACCELA CIVIC PLATFORM MIRROR IMPLEMENTATION

This Phase will start at the beginning of the project and will run parallel to Phases 1 - 3. In this phase, an Accela Civic Platform environment will be created with the exact copy configuration obtained from the ongoing Accela project. This environment will be used to conduct Phases 1 - 3 without affecting the ongoing Accela implementation project. The goal is to keep the mirror environment frequently updated with Accela configuration from the ongoing Accela project so that the ePermitHub implementation in the mirror environment is as close to the official Accela environment as possible.

After the end of Phase 3, this phase will continue to provide for migration to the official Accela environment, training and go live. At this time the mirror ePermitHub implementation will be copied to

the official Accela test environment and final acceptance testing will be completed to address any issues that might arise from migrating from the mirror environment to the official test environment. Since the two environments will be maintained as very close mirrors and extensive testing will have been done in the mirror environment, this testing effort should be very short, just to “sanity check”. Specific training requirements that were determined during Phase 3 will be executed at this time as well. The ePermitHub Digital Plan Room solution will be rolled out for go live as the final milestone of the Continuous Phase.

PHASE 1: DEVELOPMENT PHASE

The goal of this phase is to create an Accela Civic Platform mirror deployment that City staff can start using as a test bed for acceptance and feedback. During this phase the main features of the digital plan room deployment will be implemented into a preconfigured Accela mirror with the exact copy of Fort Lauderdale’s workflow. Each milestone in this phase defines a subset of features to be implemented. Feedback during the milestone implementation will be on demand, as needed. At the end of each milestone, there will be a formal feedback session where the City participants are presented with a demo of the particular features in question with the purpose of obtaining feedback and discovering usability problems in the features implemented. Any agreed to solutions, which are part of this SOW will be delivered by the end of the project.

PHASE 2: ACCEPTANCE / FEEDBACK TESTING PHASE

In this phase the mirror test deployment will grow into a fully functioning electronic plan review deployment as guided by City staff feedback and input. The City participants will be given full access to the deployment created in the previous phase and will conduct “test” electronic plan review workflows using sample data and plans and a mirror copy of the most recent Accela Workflow configuration. In this phase, the team will try to simulate as many real life conditions and project types as possible to learn and understand the capabilities of the workflow as designed. The test bed will be monitored remotely by the development and support team to assess and correct any errors, performance problems and other issues. Informal feedback sessions will be conducted as needed and formal feedback sessions will be conducted every two weeks until both City staff and development team are satisfied that the solution is performing to agreed requirements.

PHASE 3: PILOT PHASE

During the pilot phase, City staff will start using the Accela mirror deployment that was thoroughly

tested in the previous phase to conduct electronic plan review for real projects. However, this is also a learning phase where the City will learn how to scale their electronic plan review operations by starting with a small controlled pilot and opening it up to a selected list of customers that represent their most progressive set and will add value to the learning process. To this end, the first milestone of this phase will be to conduct a focus group to determine and inform the initial set of customers that will participate in the pilot as well as to obtain feedback on their needs and requirements. After that, the City will start conducting a fixed set of plan review projects electronically with the set of selected customers from the focus group.

During this period, the City will learn and adapt their processes to scale while at the same time providing feedback to the development team on issues that arise while doing reviews at a larger scale. The team will also learn in this phase what the training and support requirements are involved in running electronic plan review operations across all departments. Training materials and required training sessions will be created based on the learning acquired during this phase to be executed during PHASE 4. The City will not open the mirror Accela environment to customer base, but only privately invite selected members from the focus group and use it as a learning vehicle to move from paper based processes into electronic plan review. Once the entire team has reached consensus and there is enough confidence in the solution the entire configuration will be copied into the official City Accela test environment to start final testing in preparation for Go Live. This approach will allow for the City to make rapid progress on the Electronic Plan Review project without adding any risk to the larger Accela Civic Platform implementation.

Project Timeline Summary table

Phase	Duration	Participants	Description
Phase 1	6 months	2 – 4 city staff	Development
Phase 1 – Milestone 1	2 weeks	2 – 4 city staff	Project Plan / kickoff
Phase 1 – Milestone 2	2 months	2 – 4 city staff	Plan submission / digital signature/ file versioning
Phase 1 – Milestone 3	2 months	2 – 4 city staff	Review assignments / sheet and doc versioning / sheet filtering
Phase 1 – Milestone 4	2 months	2 – 4 city staff	Issue / markup creation and management

Phase 2	2-3 months	2 – 8 city staff	Acceptance / Feedback
Phase 2 – Milestone 1	4 weeks	2 – 8 city staff	Testing and feedback session 1
Phase 2 – Milestone 2	4 weeks	2 – 8 city staff	Testing and feedback session 2
Phase 3	9 weeks		Pilot / Learning / Focus Group
Phase 3 – Milestone 1	1 week	>8 City Staff + 4 selected customers	Focus group meeting / demo / feedback session
Phase 3 – Milestone 2	2 months	>8 City Staff + 4 selected customers	Start pilot with “4” number of projects.
Continuous Phase	11 - 13 months	Start at beginning of Phase 1	Accela Civic Platform Mirror Implementation
Milestone 1	2 weeks	Accela + IT	Accela team will create Civic Platform mirror environment with most recent configuration
Milestone 2	On going	Accela + IT	Maintain mirror environment in sync with Accela project configuration
Milestone 3	2 weeks	Accela	At end of Phase 3: Copy ePermitHub components from mirror to official Accela test environment
Milestone 4	1 month	City Staff	Conduct final acceptance testing on official Accela environment.
Milestone 5	1 month	Accela + IT	Training and go live on Accela

3. Assumptions

1. The City of Fort Lauderdale expects active collaboration in terms of planning, coordination, and execution between the ePermitHub team and the Accela delivery team for the City
2. The execution of this and future ePermitHub work shall not dictate nor delay the Accela Go-Live date

4. Risk and Issue Management

The PermitRocket team will:

- Develop a Risk and Issues Management plan, which will be included in the final Project Plan
- Develop and maintain the Risk and Issues Management tracker
- Work with the City of Fort Lauderdale in order to resolve or mitigate risks or issues with the objective of not compromising project milestones
- Escalate Risk and Issues when necessary to the appropriate City or Accela team leadership.

Appendix B:

ePermitHub Digital Plan Room Roadmap for Future Versions

- Ability to hyperlink to sheets from any text field
- Ability for staff to approve plans with digital signatures.
- Ability for Plan Reviewers to collaborate around issues internally before anything is shown to the AE. An example is integrating issues to Accela tasks, so issue related tasks can be assigned to other plan reviewers.
- Access to plans and 3D models from mobile device
- Additional markup tools:
 - Fill polygons, hatch patterns
 - Continuous measuring and area display on polygons
- Add an issue status that indicates that particular status is ONLY for internal review
- Administrative dashboard that displays aggregates of plan review summary for each record. In addition, provide aggregate totals by date range, and for each trade/discipline/agency
- Agency Plan Reviewer is able to “patch” an existing cycle without having to re-start another cycle (i.e., if there is a small change required, they want the AE to be able to send a corrected or new document and then the plan reviewer “patches” it to the existing cycle.
- Automatic hyperlinking of reference bubbles
- Comprehensive comparison
 - Want ability to compare existing building plans to the renovation plans for the same building

- Want to compare two version of different sheets (i.e., comparing different disciplines of same sheet)
- Want to compare external docs not a part of the submittal to plan related docs submitted (i.e., Have a historical reference doc of same existing building and want ability to compare that reference plan against the submitted plan for that building).
- Internal comment/activity feed on each issue for the plan review staff to collaborate and see the history of the issue. (i.e., like a Twitter or Facebook activity feed, but for plan review issues)
- Live review support
- Markup plans on the live review session
- 3D models review support.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2LG
11/23/17

Today's Date: 11/21/17

DOCUMENT TITLE: Agreement for Permitrocket Software , LLC Digital Plan Room

COMM. MTG. DATE: 11/7/17 CAM #: 17-0988 ITEM #: PUR-2 CAM attached: YES NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office # of originals attached: 2 Approved as to Form: YES NO

Date to CCO: 11/21/17 GC
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 11/22/17

4) City Manager's Office: CMO LOG #: NOV-100 Date received from CCO: 11/27/17

Assigned to: L. FELDMAN S. HAWTHORNE C. LAGERBLOOM
L. FELDMAN as CRA Executive Director

APPROVED FOR LEE FELDMAN'S SIGNATURE N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM (Initial/Date) PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 1 original(s) to: LINDA BLANCO / Procurement/ Ext. 5141 (Name/Dept/Ext)

Attach ___ certified Reso # _____ YES NO Original Route form to CAO