# **PlotBox**

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Item#	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
12344-805-C1901-01	Refer to Cost Proposal Page in Bid Packet	Supplier Product Code:  Supplier Notes: Hi there Please feel free to reach out with any clarifications should you wish. Hoping this meets all of your aspirations Speak soon and best wishes Neil	First Offer -	1 / n/a	Y	Y

Supplier Total

\$0.00

### **PlotBox**

## Item: Refer to Cost Proposal Page in Bid Packet

## Attachments

12344-805-C19 - Cemetery Management Software 001.docx.pdf

Appendix 2\_ Standard SLA.pdf

Appendix 3\_ Technology Security Overview.pdf

Appendix 4\_ Proposal Certification .pdf

Appendix 5a 12344-805-C19 - Sec VI Cost Proposal Page 1.pdf

Appendix 5b City of Fort Lauderdale Pricing Sheet 1.xlsx

Appendix 6\_ Non-Disclosure Agreement.pdf

Appendix 7\_ Non-Collusion Statement.pdf

Appendix 8\_ Non-Discrimination Certification Form.pdf

Appendix 9\_ Contract Payment Method.pdf

Appendix 10 Sample Insurance Certificate.pdf

Appendix 11\_ Form W9 - Signed.pdf

Appendix 1\_Sample Project Plan.pdf



# **RFP Response**

Cemetery Management Software

RFP # 12344-805-C19.

Prepared For: City of Fort Lauderdale



# **Prepared By:**

Neil Sherrin VP Business Development N.America neil.sherrin@plotbox.io

Submission Date: May 14, 2020

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# 1. Executive Summary

Thank you for the opportunity to partner with the City of Fort Lauderdale. We are delighted for the opportunity to be your cemetery management technology partners.

It is understood the City wishes to engage with a technology provider who can demonstrate that they possess the organizational, functional and technical capabilities to provide a cemetery management solution that meets the City's needs today and for the future.

Highlights of our response are as follows:

- PlotBox solutions were specifically designed and developed for the cemeteries industry. We do deliver software or mapping for any other industry.
- The company has been well funded and is investor backed by a very reputable pool of high
  value investors and is supported by a Board through monthly Board meetings to discuss the
  performance and strategy of the business.
- Our solution addresses all of your requirements and functional requirements.
- PlotBox is a true Cloud solution accessible from any device from anywhere with internet connection.
- With our superior GDPR Compliant technology platform hosted on Microsoft's Azure service, we meet your required security and privacy needs and more.
- We have a high level of relevant experience in delivering similar solutions to similar organizations including vast experience in data migrations from multiple sources including bespoke and competitor databases.
- We have a very strong professional team to not only deliver your project, but to also support
  you and ensure after go-live you are meeting your objectives for success and getting value
  from the solution.

Details of the above are provided in the main body of the proposal.

The PlotBox team specialise specifically in cemetery and crematoria management solutions. PlotBox began supplying cemetery management solutions to the Irish market in 2009 when founders Sean and Leona McAllister provided a cemetery map for their local parish when the concept of PlotBox was born. Our experience, market knowledge and vision for the future, lead us to the development of cutting edge, unique and innovative solutions for the cemetery and crematory industry. We have designed and developed a solution from scratch for this industry specifically using our own technology as opposed to building on other platforms and we only serve cemeteries and crematoria. We are focused on providing best practice technology solutions and we are continually improving our product and service offerings through customer driven development.

PlotBox Inc. (Incorporated 2014) is the Parent Company. There are 55 PlotBox employees in total, most of whom are based in the UK Headquarters in Northern Ireland. PlotBox also has offices in

Boston MA, Austin TX USA and Sydney, Australia. Below is a table of the Executive and Senior Management Team at PlotBox :

	Name	Position
	Sean McAllister - Sean is a graduate in Construction Engineering and Management from The University of Ulster and a Member of Royal Institute of Chartered Surveyors.	Founder & CEO
	Sean has built a leading edge surveying business utilising the latest drone, software and camera technology. He has a very strong reputation in the industry for bringing speed, accuracy, ease of use and greater efficiency. This approach and technology is at the core of PlotBox's way of working.  He is FAA and CAA accredited Commercial Drone and Private Pilot.  His passion is to wrap transformative and technological solutions into a simple user interface that can deliver full control to asset owners and as such he has a very singular focus on understanding, meeting customer needs and enabling consistently excellent results.	
	Leona McAllister - Leona has a Bachelor of Arts Degree in Business Studies from The University of Ulster and started her career in auditing and governance. Like Sean, Leona is passionate about technology and the benefits it can deliver to achieve great service.	Founder & Chief Commercial Officer
	Leona is a strong strategic thinker who can understand the forces of change on a largely traditional industry but brings reassurance and safety through detailed and solid planning that mitigates risk and points firmly at the future. Her focus is on building a forensic understanding of customer needs. She guides her commercial team to very focussed solutions that reflect the needs of customers to offer simplicity and efficiency to owners, managers and employees.	
	Stephen Hardy - BSc (Hons) Computer Science Before joining PlotBox Stephen gained over 15 years experience working in London's financial sector at global banks such as Lloyds Banking Group, Barclays and Royal Bank of Scotland. During an intense period of Merger & Acquisitions led growth at the Lloyds Banking Group, Stephen developed expertise in complex system migrations and integrations. In his time with Lloyds he helped grow the Retail Bank Branch Application platform to support more than 30 million customers and 20,000 branch locations.	Chief Technology Officer



Mark Nolan - Mark spent his earlier career in practice as a Chartered Accountant. He holds an Honours BA in Accounting & Finance from Dublin City University and is an Associate of the Institute of Chartered Accountants in Ireland.

Chief Finance Officer

Mark is responsible for finance and accounting operations, legal services and human resource at PlotBox. He has over 15 years' experience in a wide range of finance roles with international technology companies, retail and corporate banking. He has significant corporate finance experience including acquisitions, disposals and managing due diligence processes and has hands-on IT skills gained from specifying and implementing ERP systems. In addition he has practical experience of designing and managing business continuity plans.





Neil Sherrin - BA (Hons) Marketing and Business Studies. Neil is VP Business Development for N America for PlotBox and previous to that Head of Marketing.

Neil has been responsible for building out accomplished Sales/Marketing teams and strategies that deliver growth across diverse international consumer and business to business markets.

Neil is a regular speaker to leading death care audiences across the world and is tasked with connecting N American death care operators to a solution that helps solve problems in how they operate, manage risk and grow.

Head of Delivery



Stephen McMullen - Stephen is a graduate of the University of Ulster in Computer Science. A seasoned professional with over 25+ years experience managing global teams and clients in delivering software solutions.

Stephen's previous experience in the Energy sector (Oil & Gas and Mining) where he worked as Global Business Services Manager with 8over8 and AVEVA, supporting the design, development and implementation of software solutions for Contractual Risk Management for large global clients and Major Capital Projects in the Energy sector.

Fully experienced and successful in developing and improving implementation strategy for SaaS offering, Stephen has supported the development of implementation strategy, tools, templates and toolkits to support a streamlined implementation approach to ensure deployments are executed in an efficient and cost-effective manner.



Martin has a Bachelor of Commerce from Deakin University in Australia. He has more than 25 years' experience in the Information Communication and Technology industry in both the public and private sectors.

Customer Success Director

As a senior technology executive, he has consistently demonstrated strong leadership skills in designing and implementing transformational services that directly contribute to the success of the business by recognising and addressing organisational objectives and outcomes. He is expert at identifying and exploiting disruptive technologies that drive change.

Before joining PlotBox, Martin worked as a consultant at a large multinational advisory firm where he led the digital transformation of major public cemetery providers in Australia.

> Head of Culture and Talent



Jane Askin

Jane graduated from Queen's University Belfast with a law degree and has spent her 15-year career in HR, Learning & Development and Organisational Development roles, mostly within the high-growth IT Sector.

Jane holds a diploma in Executive coaching from AoEC and is a member of the Association for Coaching. She is also a chartered member of the CIPD.

As Head of Culture and Talent at PlotBox, Jane works with leadership and management teams across the business to set out and execute an organisational model which enables the attraction, retention and development of its people. Jane is passionate about preserving culture and aligning core values with behaviours; she uses her pragmatic and people-centric approach, along with her ability to lead and manage change, to deliver business outcomes.

There will be a number of employees deployed to your project which will be overseen by our *Head of Delivery - Stephen McMullan*, who reports directly to the CEO. The table below shows the key people who will oversee this project:

Team Member Name	Role in proposed project team.	Skills and Experience Relevant to this Requirement	Details of how the relevant skills and experience will be best utilised to contribute to the successful delivery of this requirement in relation to the role of the team member.	Based
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Steven	Data Migration Lead	Steven is a disciplined and highly-driven business analyst with over 6 years' professional experience of database development and management. Steven has a strong knowledge and experience of both business intelligence and business change. His passion is to make the data migration process as accurate, simple and painless as possible for the customer. Steven will lead the data migration process.	Steven's role will be to lead the migration process from start to finish, working with one of his Technical Consultants who will be allocated upon contract award depending on current projects. Steven has experience with various cemetery databases and will work with his team to ensure successful migration of your data into PlotBox.	N.Ireland
Brendan McCann	Senior GIS Engineer	A Bachelor of Science Degree in Civil Engineering and over 10 years experience in engineering, surveying and image processing,Brendan eats, sleeps and breathes GIS! He is methodical, detailed and extremely passionate about figuring out the best and most efficient mapping solution for our clients. His expertise extends from fixing and re-configuring existing maps right through to the creation of new maps via every method whether that be drone or CAD.	Brendan's role within the project will be to oversee the mapping team. He will work with the drone pilots to the audit team (If required) Overlaying maps that are available and to ensure the accuracy of your plot location and inventory.	N.Ireland
Adrian Murtland	Senior Project Manager	Knowledgeable Project manager with experience managing technical and non-technical teams across multiple multinational projects. Adrian honed his skills globally in the renewable energy, banking, and automotive	Adrian's role will be to oversee the project, ensuring contact is kept with the council project manager and to make sure that timeframes and agreed works are being adhered to. Adrian will be the main point of contact and project	N.Ireland

		industries before joining Plotbox. His passion is leading multi skilled agile software teams to enable them to deliver high quality software solutions on time and on budget. He gained a Postgraduate Certificate in Business in 2017 which stresses his enthusiasm for business and human resources management, finance and marketing.	'owner' on the PlotBox side and will be responsible for pulling in other team members as and when required.	
Sharon McDonald	Training Consultant Manager	Sharon has Over 25 years' experience in Training, Consultancy and Management within the IT & Training Industry delivering effective training programmes to a range of clients within the public and private sectors, to include both accredited and non-accredited courses, and standard and bespoke training. Fully engaged and well experienced at all stages of the training cycle: identifying training needs; designing, developing, delivering & evaluating training.	Sharon's role in this project will be to design and deliver a training programme based on your staff and specific requirements.  Sharon will take into account what system you have moved from and your day to day processes to ensure that all team members are confidently using PlotBox to make bereavement services more efficient.	N.Ireland
Gareth Boyd	Customer Success Manager	Gareth has close to 5 years experience working in SaaS companies and partnering with customers to realise the full value of their solution. This includes working on various initiatives including Voice of the Customer feedback loops, Customer Advisory Boards and conducting regular	Gareth's role is to ensure that once you "Go Live' with PlotBox that you have a main point of contact to make sure PlotBox is meeting your desired outcomes. Gareth will keep your team up to date with exciting product updates and handy tips. His main aim is to ensure that the council is getting the very best value out of PlotBox.	N.Ireland

		account reviews with senior stakeholders and users.	His role will come into play at the latter stages of the project, however, he will be part of the team from early on to keep in the loop with the project history.	
Jessica Morgan	Application Support Consultant	Jessica has a Bachelors of Science Degree in Business with Spanish from Ulster University. With close to 7 years experience in a customer service/support role, she's dedicated to providing high quality and professional customer support.	Jessica will be your first point of contact through the in-app messaging service 'Intercom'. She will be on hand to assist with any queries you have whilst using the PlotBox system post 'Go Live'. She will provide help articles and useful tips ensuring you are a confident PlotBox user.	Austin, Texas
David Mehrwein	Senior Solutions Consultant	With over a decade of experience as a funeral director and cemeterian, David is an industry expert regarding operational efficiency and knows the PlotBox product wholly. Having gone to school to pursue a degree in Biochemistry, David found himself continuing his line of work at a local funeral home who employed him at the age of 20. As a commercial lead at PlotBox, his role is to provide consultation to prospective clients in regards to their current processes and how PlotBox can help improve workflow using both internet and industry-best practices. David heads up our office in Austin, TX and was actually a	David, as one of our Product experts will stay close to the project and whilst not directly involved in delivery he will consult with you should you request/require assistance with your workflows in transitioning from your existing solution to PlotBox or should you want any customised development.	Austin, Texas

customer of PlotBox before joining the team in 2017.	

At PlotBox, we know first hand the trauma of loss and the burden of the associated processes of dealing with death. Our mission is to help take some of the pain away for families and those who serve them. We are focused on best practice for technology and for cemetery management.

# 2. Experience and Qualifications

## Experience

PlotBox Inc was incorporated in 2014 and has been serving the US cemetery market ever since. Internationally we have over 120 customers ranging from small parish organizations to large cemetery operators of \$45m revenue, 300 staff and 85 users of our solution. There are now over 800 users of PlotBox software.

Across the US we proudly serve a number of municipal customers including the City of Winter Haven FL, Lemoore Cemetery District CA, City of Abilene, TX and a wide range of Religious and Private Organizations. We also serve many Local Government Authorities in the UK/Ireland and two large government Trusts in Australia, all with a very similar specification to this document and often with more requirements such as Trust and Commissions, Customer Relationship Management etc. More detailed information on some similar projects can be found later in this response document. Our team brings rich and diverse experience in delivering professional services with backgrounds in financial services technology development, GIS mapping and cemetery workflow transformation.

Delivering projects with a scope as outlined means dependencies for both vendor and client. In January 2019 we appointed new Head of Delivery Stephen McMullen (referenced above in team section) to add further rigor on planning and delivering projects to that plan. In working with PlotBox every customer will develop and sign off on a Statement of Work (SOW) so be clear as to exactly what is both being purchased and delivered. Additional requirements are managed through a Change Request process, and each project has its own communications plan which both parties agree to. It's important to have a Project Manager on both sides to work together in partnership on a fully transparent scope of works and project plan to ensure deliverables are on time. With regards to budget, the only occasions where a project could cost more than proposed is where the client has asked for something outside of scope during the project (such as a development request or more training for example) and this is put through the Change Request process.

As well as experience in delivering your project and supporting your users, we are also highly experienced in handling and managing high volumes of complex data. We partner with Microsoft Azure for our hosting needs. The Azure Platform is supported by a growing network of Microsoft-managed data centres. Microsoft has decades of experience of running services such as Bing, Office 365 and Outlook.com. Azure is continuously investing in the latest infrastructure technologies, with a focus on high reliability, operational excellence, cost-effectiveness, environmental sustainability, and a trustworthy online experience for customers and partners worldwide. PlotBox builds on top of the secure base provided by Azure to provide solutions to your business needs in a secure, reliable and scalable way. Further to the services provided by Microsoft Azure we implement our own additional best practises and procedures.

Our cloud infrastructure is continuously monitored and reported on using Application Performance Monitoring (APM) software allowing us to proactively manage SLAs and immediately react to service reduction.

# 2.1 Sustainability

We are headquartered in an eco friendly building that is powered by solar energy and is part of a nature reserve, important for migrating birds. We operate almost completely paper free, utilising technology for every transaction possible. We also have a Work-From-Home policy in place which means large numbers of our team are working remotely daily and not creating carbon emissions from commuting to the office unnecessarily.

### 2.2 Business Structure

Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

The business is a Corporation and co-founded by businesswoman Leona McAllister with her husband Sean.

Our main US address is located at: 200 Portland St, Boston, MA 02114

Phone: (857) 301-7810

www.plotbox.io

Contact person: Neil Sherrin, VP Business Development N America

PlotBox is a team of 55 people and more detail on the Exec, Senior Management Team, and key Project, Support and Success staff can be found in Section 1 (Executive Summary).

PlotBox Inc. is not currently a registered legal entity in the State of Florida, however we have initiated that process and engaged our lawyer. The legal advice we have received says we do not need to be a registered legal entity in the State of Florida and we currently have other municipal customers in FL (City of Winter Haven). That said, should you require that we need to be, at the point where you indicate PlotBox as your chosen vendor, we will register and provide you with confirmation of that.

## 3. Approach to Scope of Work

It is understood that the City is seeking an integrated "off the shelf" packaged solution that will meet its core requirements out of the box with minimal modifications. We are confident that we meet the necessary requirements with no or only minor modifications, just configuration. In reviewing your Forms, it would be worthwhile us having a conversation with you as to your new workflow should you implement PlotBox and the necessity for some of them in future. Also some of the Forms are currently not available but are inside our 3 and 6 month roadmap. We are confident that your needs will be met between Forms and new system capabilities, we'd just need to discuss precisely what that looks like in practice.

You want a vendor to perform the related professional services such as best practices guidance, training, project management, implementation, integration, and report development which we are more than capable of given the level of expertise and experience in similar projects. Our goal is to deliver successful projects in a timely and professional manner. We are software experts experienced with successfully implementing the proposed solution at comparable municipalities. Our core company values are Tenacity, Trust and Teamwork. We work hard to do what we say we are going to do, often going above and beyond to ensure success. We trust one each other, not just in our own organization to do the jobs we need to do but also to ensure you can trust us to deliver what we say we will deliver. And finally, we value real teamwork with each other and with our partners to achieve success.

It is understood that the goal of this project is to optimize system utilization for all users, improve response times, reduce errors, reduce manual efforts, improve analytical capabilities, and improve customer service., whilst minimize its total cost of ownership without any negative impacts on service to families and and to implement a system which is sustainable in the future. Partnering with PlotBox will give you all the benefits you mention and more. We want you to get a return on your investment please see ROI section below on the ROI you can expect. We are continually improving our product and have a managed Roadmap which is driven by customers, staff and other stakeholders to ensure we are focusing on improving the product in the best possible way for the industry. Your subscription fee includes hosting, support and upgrades so you don't ever need to pay more for a newer version, you will automatically get this as a valued PlotBox customer in our normal release cycles.

# 3.1 Delivery Model/Approach

We approach all our projects with a solid methodology to ensure a successful project.

Our Project Managers are PRINCE2 qualified and use a 'full stack' waterfall project management approach. We use a very process-oriented methodology, dividing projects into multiple stages, each with their own plans and processes to follow. The methodology defines inputs and outputs for every stage of a project.

The following is a list of key factors within our methodology:

- At the beginning of a project we will appoint an appropriate Project Manager to be your main
  point of contact and we ask you to do the same. We recommend appointing someone who is
  reasonably senior who has the capacity and dedication to be the in-house point of contact for
  the project.
- Discovery We will kick off the project with a discovery into the organization's processes and role profiles to build on the information in the RFP.

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- We will then issue you with a project plan based on what we have agreed. Data migration will
  be the most important task for us to get stuck into so that we can understand your data and
  how it can be transferred into PlotBox. This is a back and forth process to ensure we
  understand the data fully.
- Communication Plan as part of the on-boarding process we will agree a communication plan between
  the PlotBox and your Project Manager that they are both comfortable with i.e it will be a mixture of calls,
  emails, screen-shares, onsite visits and with regards to timings, communication may be weekly or even
  daily depending on where we are in the project. We will also identify when and how we will pull other
  members of staff (both ours and yours) into the project as we need them.

Below is an example implementation plan for a standard project:

#### **Draft Implementation Plan**

#### Milestone 1:

#### **Project Initiation**

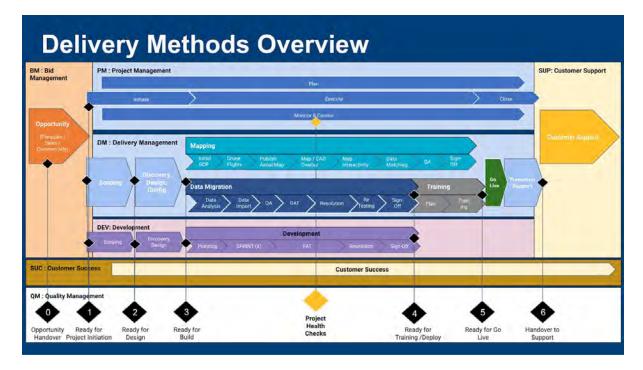
- Configuration of Client Information for internal systems
- o Internal Handover from Sales to Delivery Team internal kick-off
- Review & agree Statements of Works with Client
- Prerequisites Delivery (i.e. database backup, forms, fees, users etc.)
- o Inclusion in Scheduling (for our data team, mapping team, system config)
- Azure configuration
- PlotBox application configuration
- Data Assessment
- Data Migration Tasks (Digital Data) (Deceased Records, Licence/Deed holder records, Plots)
- Drone Flights
- System made available for testing (Milestone 1 estimated date xx/xx/xxxx)

#### Milestone 2

- Data Migration Acceptance testing (DAT) by Client on all Facilities (records, deeds, Plots)
- Data Migration (Digital Data) of remaining data (e.g. finance) for all Facilities
- Data Migration Acceptance testing (DAT) by Client of remaining data (e.g. finance) for all facilities
- Quality Assurance on Data following Acceptance Testing
- Scope Finance Integration
- Map Overlays
- Onsite Data Matching/Verification (optional)
- Agree Go Live & Training Plan
- User Training
- Go-Live on PlotBox (Milestone 2 estimate date xx/xx/xxxx)
- Finance Integration (Possibly is best to wait until after go-live on system to finalize and test integration. Best plan to be agreed with client)

The delivery team has a proven onboarding model for delivering projects (see image below). There are a number of project milestones and staff are targeted on meeting timelines as per an agreed project plan (See Appendix 1 Sample Project Plan). The Head of Delivery has weekly team meetings

on specific projects and resourcing so as to ensure projects are successfully delivered to plan. There's an agreed escalation process should there be anything that affects the project.



It is noted 'the project must be completed and accepted within 120 days from the City Notice to Proceed' This is possible and we have produced a sample project plan on this basis, however, it is vital to note that it is a challenging timeline and dependent on a number of factors so we could not guarantee a 120 working day time from award to go-live. Some of these factors include:

- Date of award today we could plan your project into existing resources but by the time the contract is signed off we don't have visibility what other projects might come in before that.
- Project scope there are a few optional items plus further discussion around some items such as the Financial Integration, therefore, it will be important to spend some time to determine the full scope of the project before committing to timelines.
- Client resources there are parts of the project that will require your staff members to carry out some important tasks such as gathering the project prerequisites (data, fees, users, maps etc) or undertaking the DAT phase (Data Acceptance Testing), therefore we need to plan project milestones taking into account your resources as well as ours.
- Non-working days/busy periods depending on the date of sign up some key milestones could fall during very busy periods or planned vacation days for your team so you might want to move some dates around.

We do have a large team and we are confident that we have resources to deliver the project in a timely manner, we just do not want to make a firm promise when there are so many unknowns. It's more important to plan resources and milestones efficiently and realistically rather than stick to firm go-live date from day 1. During the early stages of the project your assigned PM will work in partnership with you to design the project plan taking all known variables into consideration.

We have 41 active/in-flight projects in the Delivery phase, ranging from new projects to projects about to 'go-live'. Of these 41 projects, 18 of these are in Training/Project Closure phases and due to be handed over from the Delivery to the support team in the coming weeks. Within these projects there are 3 large (\$500K to \$1.5M contract value) Enterprise projects due to go-live in the coming 3 months which will open up a lot of capacity in the Delivery team for new projects so we do not anticipate needing to hire any new resources for your project.

The RFP process will involve members of our Commercial team (mainly VP Business Development & Senior Solutions Consultant). Assuming a successful contract phase, your project will be passed to the Delivery team under the responsibility of the Head of Delivery. This process is an internal handover process from Sales to your Project Delivery Team, followed by an external Kick-off meeting with you.

Your Project Manager will be your main point of contact and he will pull in the other key team members by function as and when needed.(see team table above for names and descriptions). The statement of works will show an agreed Communication plan for how and when and in what format communications will take place. We usually use Zoom meetings to have conference calls and depending on what stage of the project the communication can be weekly or even daily leading up to go-live.

### 3.2 Return on Investment

PlotBox is an off the shelf solution designed and developed specifically for cemeteries and crematoria. We are confident that the functionality of the product will meet your requirements and more, without the need for you to pay for any development throughout the lifetime of the agreement.

Due to the nature of a true cloud solution there are no specific hardware/software requirements. Furthermore, we can deploy the product remotely (unless onsite training is desired) without the need for travel and other expenses.

The data migration phase of the project is crucial to its success. Our data migration process includes data analysis which can highlight errors or issues with the data so they can potentially be fixed prior to import or imported with a 'problem record' tag so that you can get the best value from the migration process, knowing where there may be potential data gaps or mistakes.

The annual subscription fee includes your hosting and support as well as system *Upgrades*, so you will never have to pay anything in the future for a new version as you'll continually and regularly receive upgrades.

Our goal is to ensure you get the best Return on Investment from PlotBox. Below you will find a table with some benefits you could expect to see from partnering with PlotBox and which demonstrate the ROI potential.

Benefit Organizational Impact
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## **Efficiencies**

All PlotBox customers report efficiency savings by introducing PlotBox into their operations. We have had reports of time savings of up to 80% on core processes. The nature of the technology, especially when it comes to the mapping aspect, means that the data is linked together in such a way that there's no duplication of effort. For example; there's no need to update a map when a plot is sold as the system automatically knows to change the plot status, paperwork can be produced from the system automatically such as a burial order, workflows can be set up to auto create work orders when a booking is made etc. There are many examples of streamlined processes in PlotBox that are often done manually or using a number of systems. We have a client whose grounds crew have reported a time saving of 20 minutes per burial. With PlotBox, it's all managed in the one place.

#### **Inventory Expansion**

The typical cemetery finds new inventory by using detailed mapping. Mapping can reveal developed land where no plots are assigned, opportunities for the creation of new space on existing non-productive space (landscaping, hardscaping, paths, roads, etc.) and identification of available plots that may have been thought to have already been allocated. There's also possible plots available for take-back.

For a client in California we found over \$5 Million worth of plots that were not recorded in the database as available.

#### **Audit/ Reporting**

If deployed system wide, reporting for audit purposes would be materially easier given that a single operational system would be available for reporting.

This could represent significant savings in terms of time spent in an audit exercise, time saved by senior management in managing that exercise, as well as general speed with which any audit or reporting can be started and finished.

Cost Savings	Depending on the nature of the current set up, some organisations can save on infrastructure as there's no hardware/software requirements for PlotBox to operate other than a device with internet connection and a browser. Our clients can save money on paper due to the fact that everything can run online without the need to print paper, for example grounds crew could view burial orders from their mobile device. Some clients have been able to redeploy staff to work on other projects that will proactively generate revenue for the business.
Brand Enhancement	If the Council has an easy-to-use digital record, integrated with genealogy, this will provide an additional avenue for reputation and brand enhancement.
Risk Mitigation	The creation of a digital record that can be linked to all other electronic or paper files associated with that record will provide a single point of access for ownership verification, traceability, and other required record-keeping that may be otherwise impaired or at risk of records destruction or loss. Reduces the risk of human error which could be costly if it involves a lawsuit.  Furthermore with our current scenario of COVID19, PlotBox customers are better able to be prepared for the impact as they have been able to practice social distancing and remote working because they can access everything they need online.
Revenue Generation	With the public portal (Everafter) enhancements planned, this will provide the Council with opportunities for generating revenue from flower deliveries and potentially other services such as grave cleaning.

## 3.3 REQUIRED SERVICES

- a. **Project Management -** You will be assigned a Project Manager, who will oversee the project, ensuring contact is kept with the client side project manager and to make sure that timeframes and agreed works are being adhered to. Adrian will be the main point of contact and project 'owner' on the PlotBox side and will be responsible for pulling in other team members as and when required.
- b. **Hardware consulting, design, and installation -** PlotBox is a Cloud based solution as such no hardware/installation is required, you simply need a modern browser with internet connection.
- c. Installation and configuration of all components As above there will be no installation as such being a Cloud solution, however the PlotBox solution is highly configurable, meaning it can be adapted to suit your specific needs/user mix. Our Delivery team will consult with you as to the specific requirements you have and outline your desired configuration needs within your SOW. For example the Delivery team will configure your users, fees, diaries, work orders, documents etc. to ensure upon training you are being trained on the system you will be using.
- d. **Complete system testing of all installed components** We have a dedicated QA who are responsible for testing any newly developed functionality. During your training sessions your training consultant will walk you through all functionality and address any issues you may have.
- e. Integration and Interface Development (Infor/Lawson Financials) It is recommended that a workshop/discussion takes place to determine the level of integration required and to assess the specification. We have done many integrations in download/upload format for clients and they vary in scope of whether they are one way, two-way, what data needs to transfer etc. We have given a reasonably accurate estimate for this integration in the pricing sheet.
- f. **Knowledge Transfer to Staff** As part of each project, your training consultant will deliver a training plan designed specifically for your project and team depending on the modules and services you have procured as part of the project.
- g. Complete Data Conversion/Migration from previous solution with (CFS) and manual tracking systems as described in 3.2.1 and 3.2.2 above We have a sophisticated Data Migration process using a team of five Technical Consultants who are responsible for Data Migrations, managed by Team Lead Steven McDowell.

The data migration process is split into 6 stages;

- Project Setup (5%)
- Data Analysis (20%)
- Data Migration (25%)
- Quality Assurance (15%)
- Data Acceptance Testing (DAT) (15%)
- Data Resolution/Sign Off (20%)

## **Project Setup**

This is the initial start up of a project, preparing us to begin the project. This should be scheduled in approximately 1 month before Data Analysis is due to start, to allow time for customer responses etc. We will have a very first look at the data, and will have an email that will be sent introducing the Technical Consultant assigned to the project, and asking for information such as screenshots etc.

### Outcome

- Project set up and ready for Data Analysis Phase
- Team Member in contact with customer

#### Tasks

- Convert Source Data
- Send initial intro email to customer requesting screenshots etc
- Create Project area in bitbucket

#### **Outputs**

- Converted data
- Customer Email

## **Data Analysis**

This will cover our analysis of the data, understanding the relationships, what information is included, and any issues with this data.

#### **Outcomes**

- Understanding of Customer Data
- Mapping of Source data to Target
- Any Issues with data highlighted
- Customer understanding of what is to be migrated and to where
- Updated estimate of time required

#### Tasks

- Complete Data Analysis
- Produce data analysis documents
- Revise time estimates for migration

## **Outputs**

- Data Analysis Report (To Customer Highlighting any issues in data)
- Internal Data Mapping (Internal Mapping source fields to target Plotbox database fields)
- External Data mapping (To Customer Mapping source fields to target Plotbox Front End fields)
- Pre Migration Report (To Customer/Internal Highlighting what information we see in system eg 14k Plots, Contracts with total value of \$125k etc)

- Mapping team analysis report (Internal Information from the source system we can provide to support Plotbox mapping team)
- Data Checklist (To Customer A Checklist of the various types of information we can see in the system. We will complete and provide to customer to ensure nothing is missed. This will also be provided again as part of DAT.)

## **Data Migration**

This is the main phase of writing scripts etc.

#### **Outcomes**

- Customer data migrated to Plotbox
- Customer site setup and configured This will need tie in from document templates, but this should already be in progress.

#### Tasks

- Write Migration Scripts
- Setup Sites

### **Outputs**

- Configured customer site with data
- Issue Log (To Customer/Internal- This will be known issues with the migration that cannot be resolved, to provide to customers with DAT. These will be issues that may not have been anticipated until Data Migration)

## **Quality Assurance**

Final set of checks prior to handing over the site to a customer. We have initial test plans created which need to be passed before the site is ready to hand over. These checks will cover both data migration and site configuration.

#### Outcome

- Customer site ready to be released to customer
- Site Configuration Signed Off
- Internal QA Signed off

#### Tasks

- Run QA checks on data
- Run QA checks on configuration

# <u>Outputs</u>

- Signed QA sheet
- End of Migration Report (To Customer This is the same as Pre Migration Report, but all checks are completed in Plotbox. Checks should balance with Pre Migration report unless there is a legitimate reason they shouldn't)

## **DAT (Data Acceptance Testing)**

Our process is primarily to cover the training of customer for testing, as well as providing guidance and issue reporting tools throughout. All projects will have an initial DAT handover scheduled, with an initial resolution planned for the entire first week after handover. Weekly calls will then be scheduled in to ensure customer is testing on track etc.

#### Outcome

- Customer has access to system
- Customer trained to test their system for data issues

#### **Tasks**

- Customer DAT Training
- Initial Resolution Tasks
- Create 2nd data 'load'

## <u>Outputs</u>

- DAT Guide
- DAT Issues Log
- Data Checklist (To Customer As created in data analysis phase)

## Data Resolution/ Sign Off

#### Outcome

- Data Migration Signed Off by client
- Data Migration phase complete

#### Tasks

- Resolve issues
- Handover to client for retesting

### **Outputs**

- Data Migration Sign Off sheet
- h. Ongoing Support and Maintenance Services As PlotBox is a true cloud solution, there are no maintenance services. We are continually monitoring the performance of your site. In regards to support we have Service Level Agreement in place as per our Standard SLA (See attached Appendix 2) where we commit to responding to queries within 1 hr but our average response time is between 2-4 minutes. Our clients are very complimentary about our support and how reactive we are to any queries you may have. To contact us users simply click an icon (explained further below) and they will have access to our interactive learning centre and a live chat with a member of the support team. In addition to the Support Team reacting to any queries you may have, you will also have a Customer Success Manager appointed to you to proactively communicate with you to ensure you are getting value from the solution, are using all the modules to their fullest potential and keeping you up to date of new releases etc.
- Training Services Train the Trainer and Administrator Training for all components for the staff identified, including Security configuration (users, groups, access and functionality rights) Your training consultant will work with you to configure your user roles to the required permissions and

design a training plan to meet your requirements for administrators and other users.

#### 3.4 FUNCTIONAL REQUIREMENTS

j. A highly intuitive system from a user perspective, which can allow the City of Fort Lauderdale to take advantage of technology to improve performance and efficiency.

PlotBox has been designed and developed on the workflow of cemeteries and thus is very intuitive and user friendly.

# **User & system administration training:**

Users will be provided with a comprehensive and interactive learning centre An online help system will be also available to users, providing them with guides to specific processes and functions within the system. The help system will have its own navigation and search.

Training will be provided in the form of a workshop to inform how the system applies to their roles and how it supports the process of that function:

The 1 day training will be hands-on, inviting users to perform actions themselves under direction from the trainer. Opportunities will be provided throughout to ask questions, and user guides will be distributed during the session for reference.

The course content will be based on the processes and workflows provided in the tender documentation. There are no existing skills required except for experience in using a computer which it is assumed the users will be proficient in given the current recording methods.

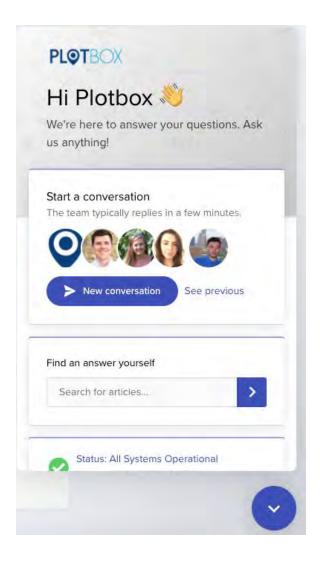
## **Online Help facility:**

The User Manual is backed up by online support. Using our in-app messaging tool users can correspond with a member of our team who will respond to queries within 1 hour (our average response rate is 10 mins).

To contact a member of our team users simply need to click on the question mark icon at the bottom right hand of the screen:



Which will open up a message box to allow you to communicate with us and let us tell you about new features or upgrades to the site:



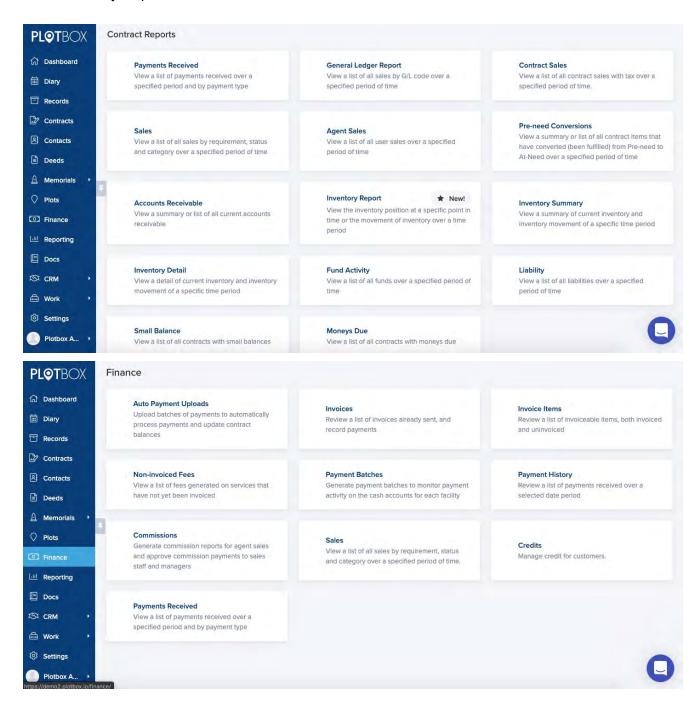
k. Canned and ad-hoc reporting with downloading and printing capabilities. Easy access to the data for report and query generation without the need for a programming specialist.

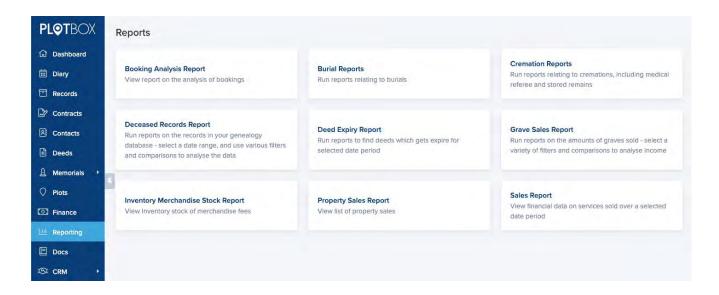
The system will provide an ad-hoc reporting facility that allows users to easily generate and professionally format reports as required.

The user will be able to run and download a range of pre-set reports for printing, including:

- Contract Sales Report
- Payments Received Report
- G/L Log Report
- Agent Sales Report
- Pre-Need Conversions Report
- Accounts Receivable Report
- Inventory Report

- Deceased Records Report
- Grave Sales Report
- Plot Stock Report
- Fund Activity
- Liability Report



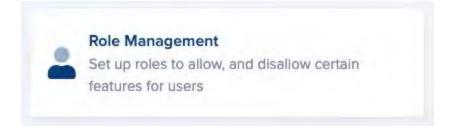


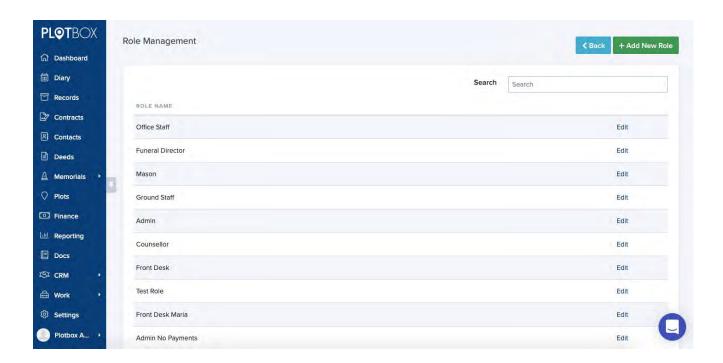
 Support for user-friendly mobile technology for field staff using iPads, Androids, or other mobile devices.

PlotBox Web Application is accessible from and optimised for mobile devices including common smartphones and tablets. We do have a Mapping 'App' for operational use in the cemetery which is currently only on iPad. The App can be used for creating, editing, linking plots, photographing memorials and carrying out stability tests on memorials for safety inspections.

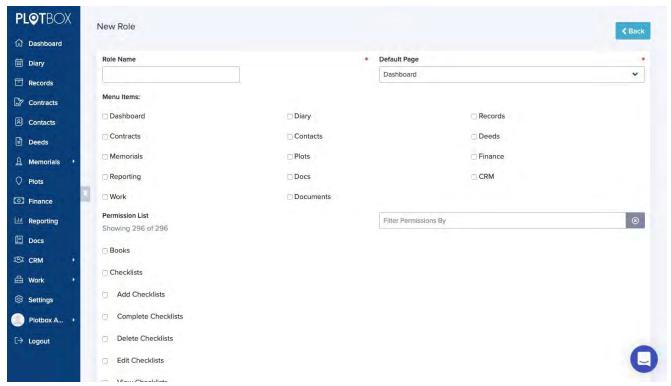
m. Multi-user environment with multiple tiers of user access: The system needs to be able to limit user access through security groups. The ability to add and remove users and change user access levels needs to be performed by the on-site System Administrator. These user-access security settings need to extend to include related documents or attachments.

Multiple users can access and use the PlotBox system simultaneously. Role permissions can be managed in the system, therefore the on-site System Administrator will have the ability to configure multiple tiers of user access, depending on their roles within the organisation:





This includes limiting certain user access, adding users, removing users and changing user access levels to include related documents or attachments:



n. Ability to track and manage multiple cemeteries.

PlotBox can configure multiple facilities (cemeteries, crematories, Mausoleum buildings).

Most reports are available to report on a single facility or all facilities. For example you can search and view all the deceased records in Lauderdale Memorial Park or you could search for a deceased record in all facilities which will show all John Smith's for example in each cemetery. The same scenario in statistical or financial reports for example you can run report on all contracts sold for all cemeteries or just one.

o. Cloud-based, Software as a Service or hosted (preferred) or on premise.

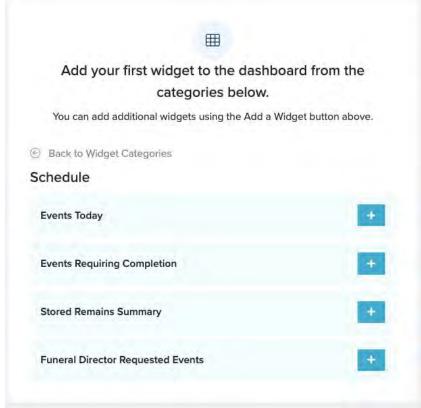
PlotBox is fully cloud based with no need to install any agents, plugins or integrations. It runs inside the browser with no local data on the device (if you don't want it to) so there is no need to manage devices from a deployment or security/compliance perspective. As it is browser based all you will need is internet access with a modern browser such as (but not limited to) Chrome or Firefox. We use responsive design so that our software will adapt and display clearly on any mobile or tablet device. Therefore there are no limitations in functionality between the laptop/PC version of the system and the mobile version. To ensure this is the case we also carry out intensive testing using software such as Blisk and Browserstack to test the system on multiple browsers and device screen sizes.

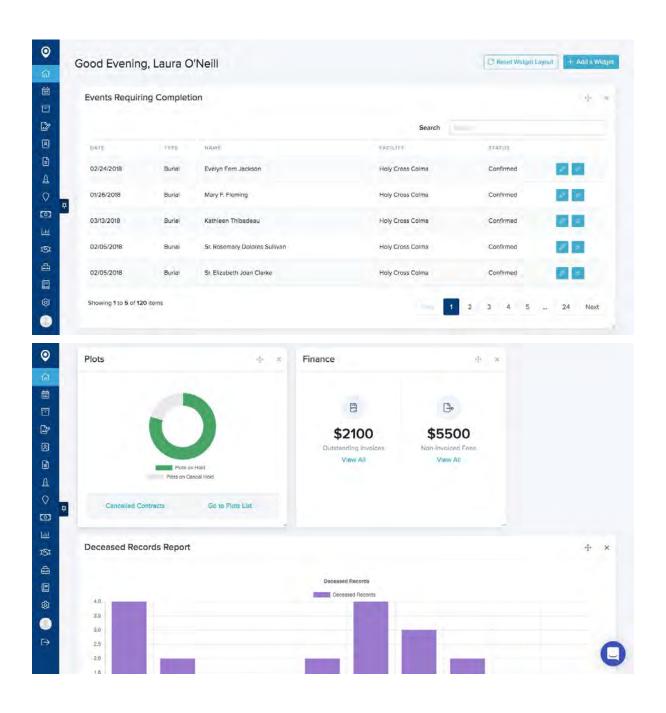
Please see Appendix 3 for our Technology and Security Overview.

p. Configurable/customizable management dashboard: The system must offer flexibility for City staff to configure screen layout and create customized fields and reports. The ability to customize individual modules is preferred.

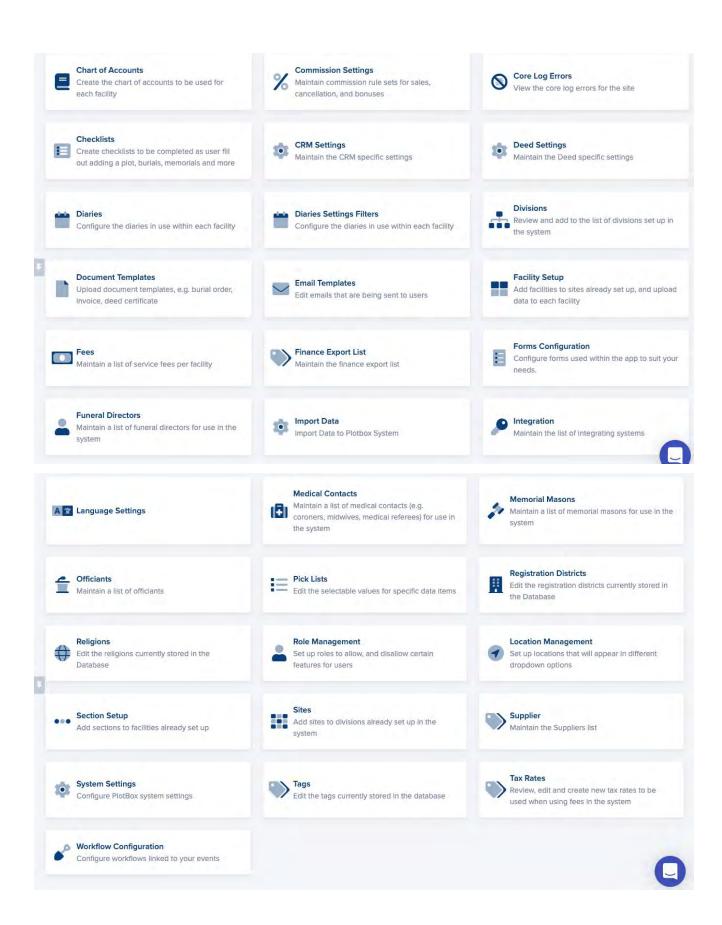
PlotBox also provides a User Dashboard which gives each user the ability to configure their own unique dashboard, meaning they have access to the information important to them. These include 'Live' information on expiring memorials and Deeds, Events happening today, Funeral Director requests. Reporting including Deceased records report, financial information and stored remains report.





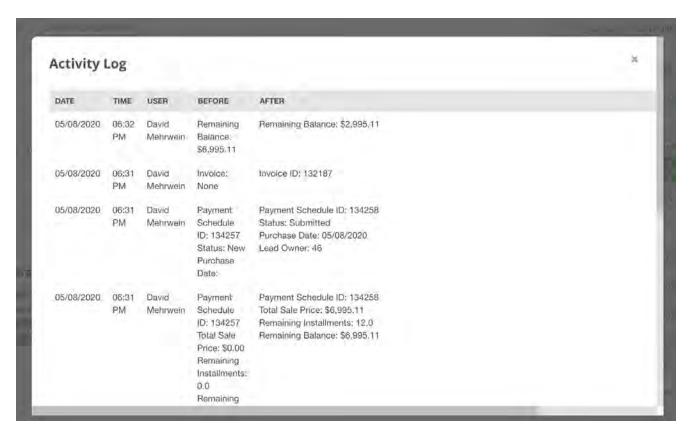


PlotBox system configuration includes a range of options to configure data that is used in the system, including: Chart of accounts, commission settings, core log errors, checklists, CRM settings, Deed settings, Diaries, Diaries filter settings, Divisions, Document Templates, Email Templates, Facility Setup, Fees, Finance Export List, Forms Configuration, List of Funeral Directors, Import Data, Integration Lists, Language Settings, List of Medical Contacts, List of Memorial Masons, List of Officiants, Pick Lists, Registration Districts, Religions, Role Management, Location Management, Section set up, Sites, Supplier, System Settings, Tags, Tax Rates and Workflow Configuration.



q. Complete audit trail and logging: The system must provide a transactional audit log tracking all system modifications and associated user, date & time.

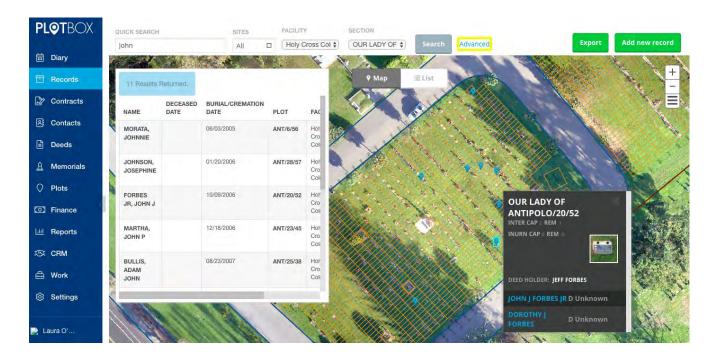
PlotBox has an Audit Log on many areas of the system such as records, deeds, plots, contracts etc. This means the history of the record will be held with changes made, who the user was that made the changes and the date and time of the change.



r. Archiving: The system needs to provide an archiving functionality to track and store cemetery records as needed with the ability to seamlessly retrieve/ reactivate records.

The core modules of PlotBox focus on one place to keep all your records related to a plot intuitively linked to each other. With one click you can see who owns the plot and who's buried in the plot along with any other records related.

The Quick names search feature takes you directly to the burial site by dropping a blue pin anywhere with a matching name. The advanced filter allows you to quickly and easily narrow your search by date of death, birth date and even occupation. Data is searchable and results can be presented in list format also giving you the option to export details directly into Excel.



PlotBox Records Management allows you to attach images to records which means that you can display headstone images and paper records relating to the deceased. There is also an Activity Log feature which gives a full history of the record telling you which user did what, where, when & how, giving you great accountability for managing your cemetery.

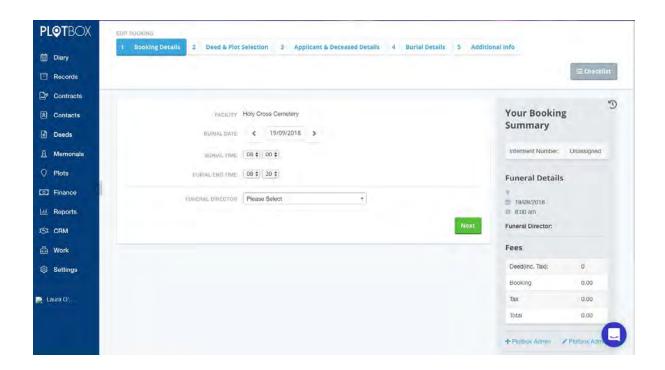
s. Documentation of interments. booking, complete booking, becomes deceased record, can always search booking details

Past interments can be manually added as a record in PlotBox. For new interments there is a booking process, once the booking is completed this will become a deceased record in the system.

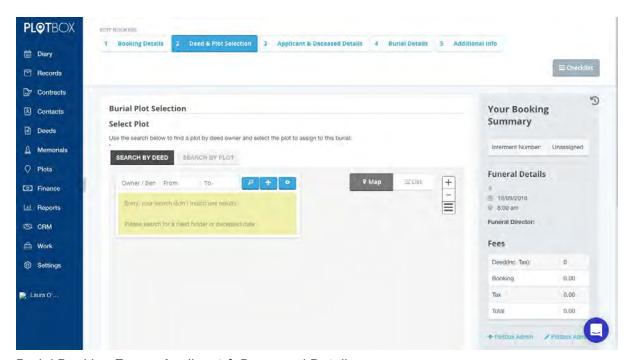
The PlotBox burial booking form is split into 5 sections which include: Booking details, deed & plot selection, applicant & deceased details, burial details and additional info.

Burial Booking Form - Booking Details:

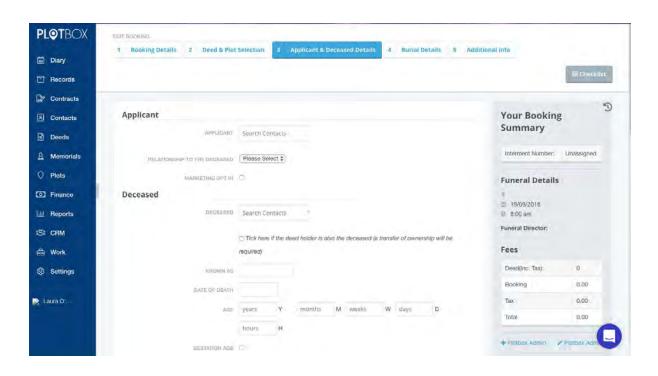
5/15/2020

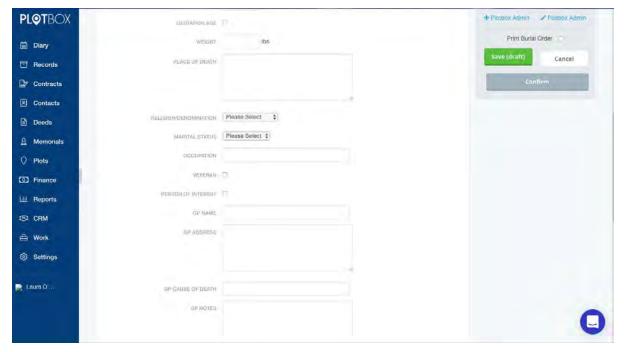


# Burial Booking Form - Deed & Plot Selection:

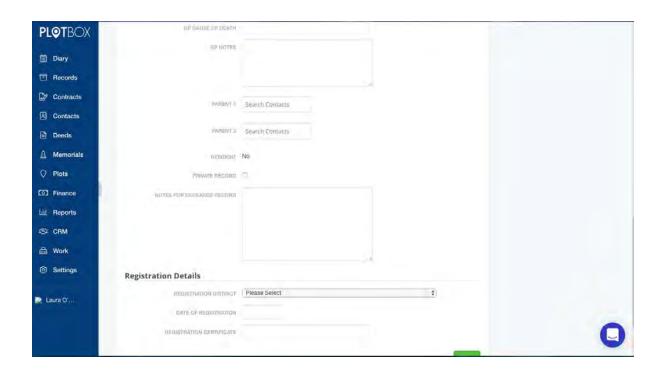


Burial Booking Form - Applicant & Deceased Details:

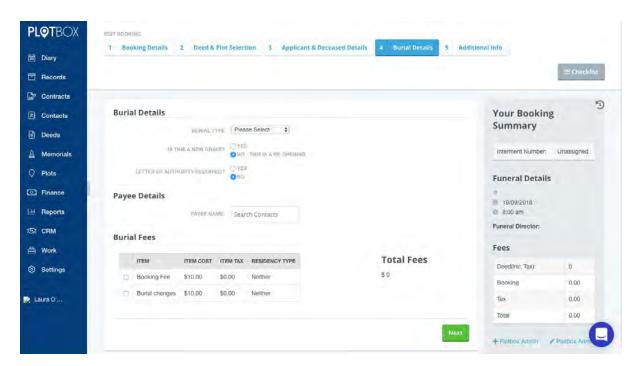




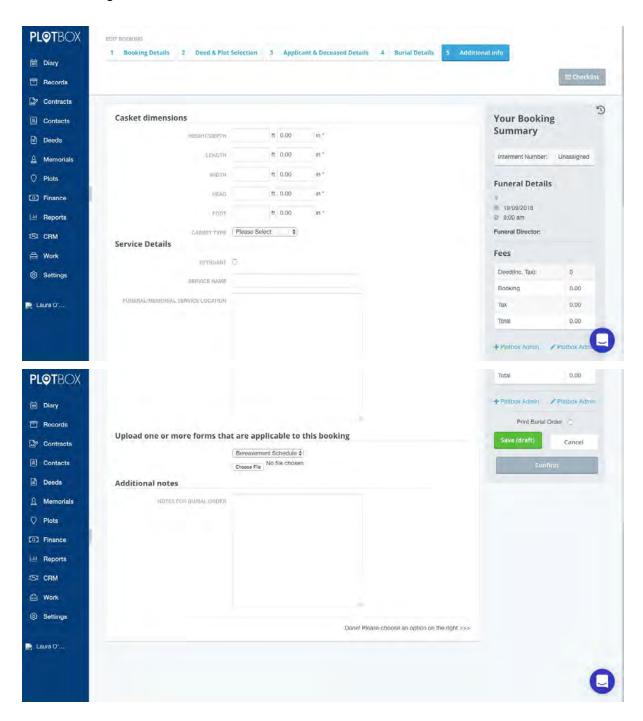
p. 36



# Burial Booking Form - Burial Details



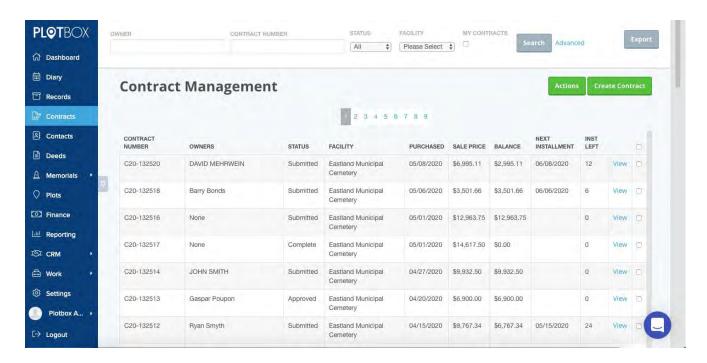
# Burial Booking Form - Additional Info



t. Tracking of lot sales (with variable price structures based on cemetery and location within the cemetery).

#### Contracts

Lot sales can be tracked using the PlotBox Contracts module, where fees can be set up per cemetery and even per section.



The benefits of our cloud solution means you can sell from anywhere on any device, with quick and easy access to your inventory, maps and records. You can even process payments online and get an electronic signature on your contract.

View availability in one click and quickly place a plot on hold. Users can sell plots in a streamlined, user-friendly process. Scanned images can be uploaded to contracts allowing you to keep your paper system.

Apply discounts, packages and group fees, as well as working out monthly payments with our payment plan feature. Users have the ability to take online payments using stripe.

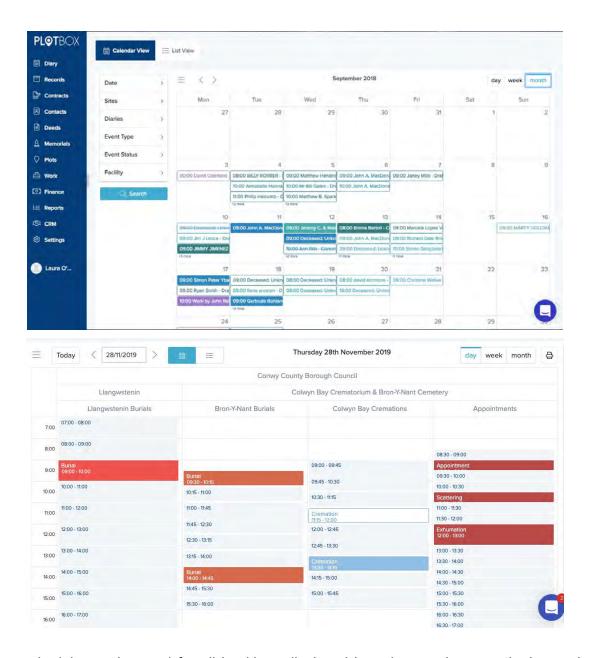
u. Ability to generate and print deeds, interment orders, lot cards, deceased cards, and owner cards.

A range of documents can be downloaded and printed from PlotBox. These include a standard

set of documents that are automatically populated with the right tags, such as deed documents, interment documents, contracts etc. For any documents/cards we don't currently produce but you would like to be able to generate and print, could potentially go through our change request process.

v. Scheduling of interments and other events, including tracking assigned staff member(s).

PlotBox schedule can be used to manage booking for funerals, burials and cremations. PlotBox offers users the capability to manage and display diaries for one or multiple sites (as many as you need) and the ability to list multiple diaries for 1 facility or location. Which means that you can book a cremation, burial, scattering and memorialisation into a specific diary. You also have the ability to colour code the different types of bookings so that you can see with ease what bookings are in the diaries. PlotBox offers the ability for users to view multiple calendars on one page.



PlotBox schedule can be used for all bookings displayed in a day, week or month view and colour coded by individual diaries for numerous facilities ensuring you can visually see availability or potential clashes across all diaries. There's ability to block slots so for example if you didn't have the resources for more burials to take place on a day due to a staff member being off sick you can block the slots so they are not available to book by staff or Funeral Directors online. You can also link diary bookings, for example you can link a burial and a chapel service booking. There is the ability in PlotBox to double book as some cemeteries are large enough to have two burials at one time as long as they are not locationally close), however, the system will warn you if you are going to double book a slot with a pop up alert.

w. Mapping of cemeteries (ESRI ArcGIS preferred).

Within PlotBox we have our own GIS mapping solution designed specifically for cemeteries (based on ESRI) and memorial gardens and we have over 50 years combined engineering/survey experience within the company. The sites we would map as per your instructions are:

# **Evergreen Cemetery:**



# North Woodlawn Cemetery:



#### **Sunset Memorial Gardens:**



### Lauderdale Memorial Park:



Mapping is usually a 3 step process:

1. High-resolution drone photography

We use drones to take high-resolution aerial photography and then 'geo-rectify' the images so that they provide an accurate representation of the cemetery. This allows users to better

understand the physical space in which they are working and supports a range of processes including sales, operations, and public-facing deceased searches.



### 2. Existing paper/CAD maps

In order to make the graves interactively linked to your records (owner, deceased and memorial) we can use your existing paper maps and overlay these on top of the drone map and recreate the maps digitally over the accuracy of the drone map. We are assuming (using previous experience) there will be approx 20% of maps which may not be uniform and fit over the drone map so they may not be able to be made interactive using the paper maps but this can be solved using the onsite process explained in Step 3 below.



3. Data matching/mapping audit

An additional service (not priced in this proposal) is that it is possible for us to come on-site to photograph headstones and link plot locations to your cemetery records. This is the best way to ensure all your data is correct and is located accurately on the cemetery map. Using a drone imagery map with onsite data matching can achieve plot accuracies of approximately 1-3 inches.

The process of data matching involves taking your records onsite, matching them against headstone records, tagging the GPS coordinate and photographing the memorial. This aspect of the project will ensure that the data and the true location of the plot in the burial ground are linked. Where we find discrepancies (for example, where records do not match the headstone inscription) we will record this as an issue and provide you with a report.

Where we do not have digital data we will mark the plot location on the map and take a photograph. This plot will be tagged and you will be notified of it so that you can further investigate this record.

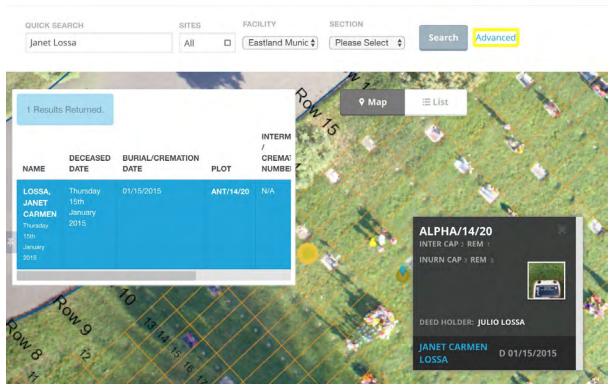
We can provide this service for all or some of your cemeteries, or we can give you the tools to do this yourselves using the PlotBox iPad app.

There are many benefits of the mapping process and features within PlotBox and the heart of it is that everything can be linked either during the mapping process or over time as new information may come to light.

Users will be able to visually report on Plot status to see graves that are available, on hold, owned but not occupied, occupied but not full and full. There are also inventory reports for reporting on plot stock and capacities.

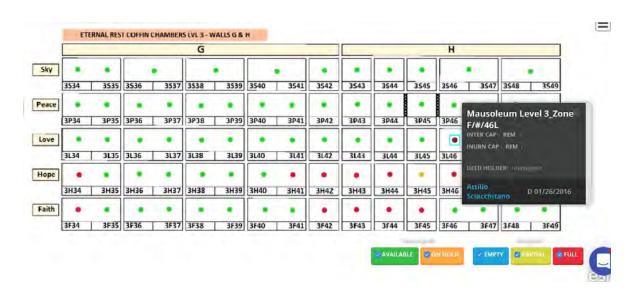
The plot status' will automatically update in response to the records. For example a 'yellow' dot on the plot means that it is partially full so the plot could have a capacity of 2 with one burial already. If the user records another burial against that plot the status will be 'Full' and the dot will turn 'red'.





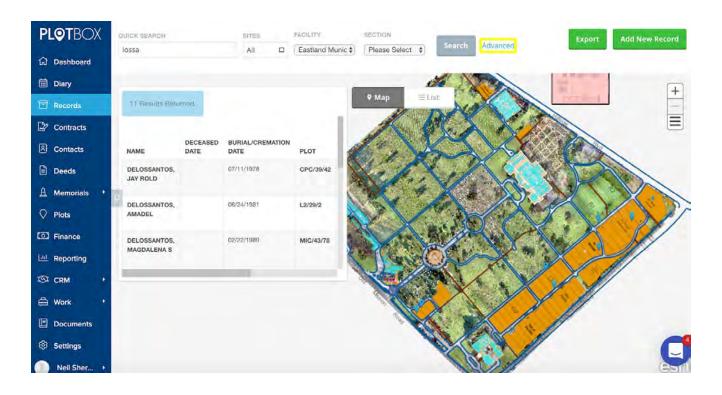
We can update your map drone images on an annual basis to keep them up to date.

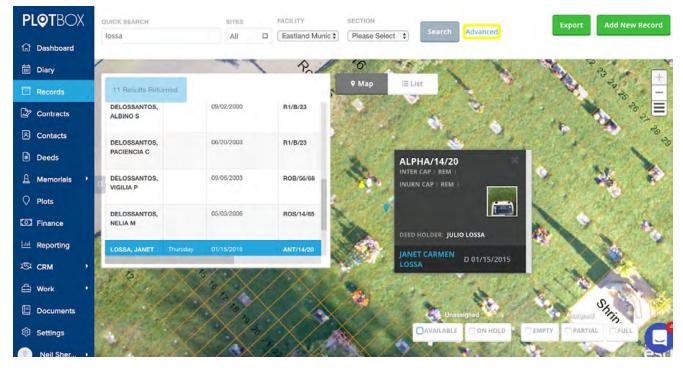
We also offer mapping for mausoleum buildings and columbariums and we can provide 360 images which allow for virtual visiting of properties when people are unable to visit.



x. Ability to print detailed maps of cemeteries and lots.

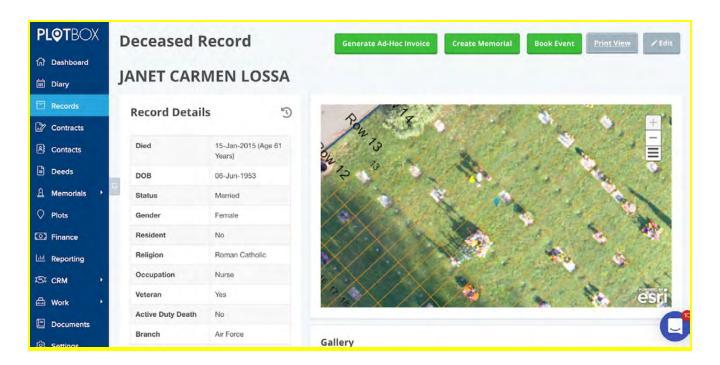
In PlotBox you're able to view your entire cemetery map and drill down to lot level and print:



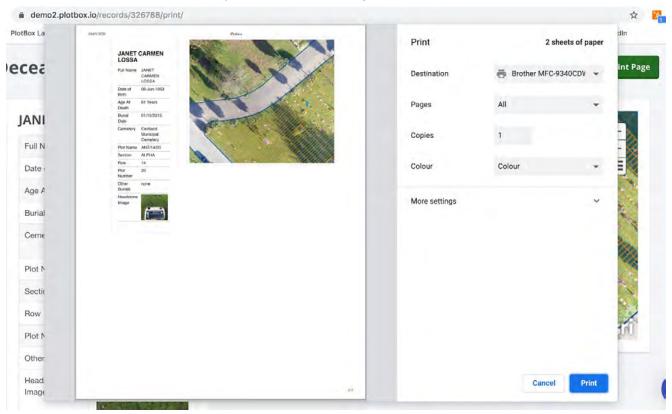


Users can search for a deceased record and print

In the Records module users can search for a record and display results in both list and map views.



Use the print view button to display what the printed page will look like:



y. Ability to map structures to include, but not limited to, monuments, benches,

fountains, and trees.

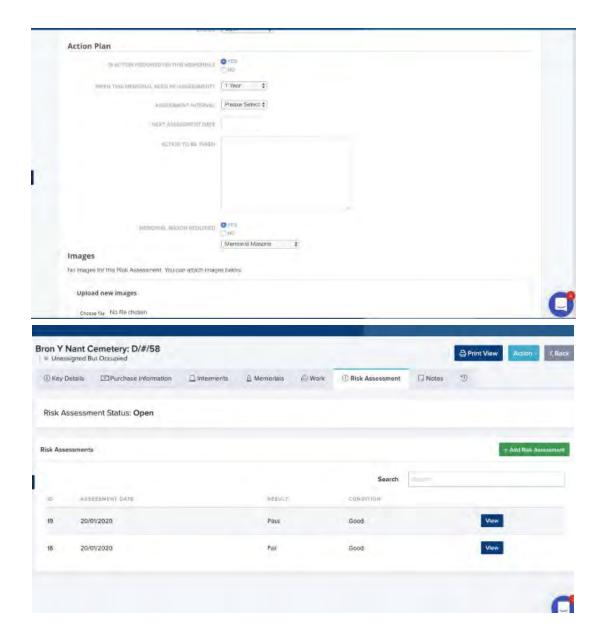
Yes in PlotBox you can map all of the above structures and more by creating a 'plot type' for trees, monument and so on. The can be photographed in the same way as headstones and viewed on the map.

#### Tracking maintenance activities (including work orders). Z.

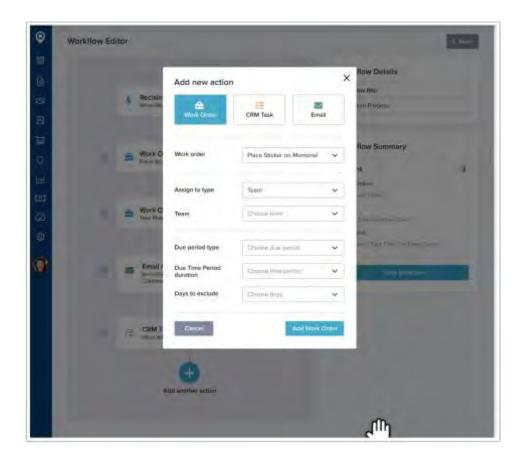
PlotBox has a risk assessment module which enables users the ability to record the outcomes of memorial safety inspection tests to help meet the requirement for cemeteries to undertake inspections.

Users can use the PlotBox iPad to record Memorial safety inspections and on each Plot record you can see a history of the risk assessment and the outcome/actions. You can also run a report on the status of assessments to ensure compliance and see when plots are due their next risk assessment. Users upload images to highlight measures taken to protect the public from unsafe headstones and inspect work that has been carried out by Memorial Masons.

BidSync



The PlotBox Work Orders module allows users to generate work orders, assign them to colleagues and receive email updates as they are picked up and completed.



The main features provided in this module are as follows;

Live Dashboard with reports on work order progression.

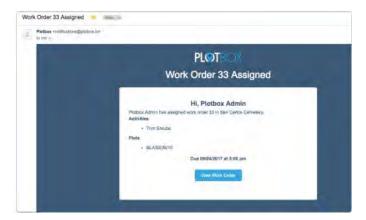


BidSync

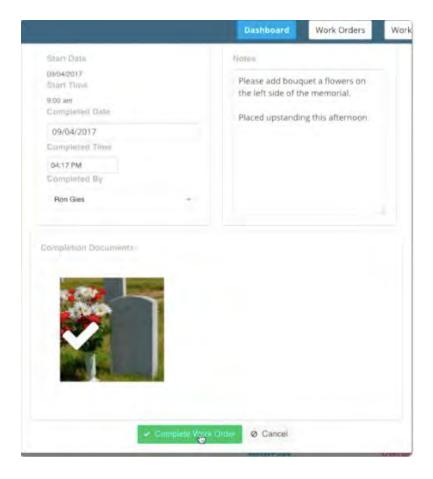
• User task list with flags for any overdue work orders.



- Generate work orders with customised work types, set start and end times and assign to a location.
- Record the details of the person requesting the work and track a history of their requests.
- Assign the work to a colleague in the system who will receive an email notification to alert them.



 Users can complete work orders marking off the time it was completed and uploading any images/attachments related to the work.

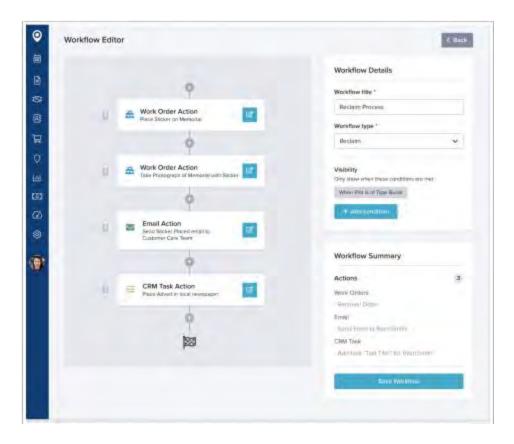


- Manager that has created the work order will receive an email alert when it has been marked as complete.
- Notes can be recorded against the work order.
- Full audit log will be tracked for each work order so at any time you can see who made changes to the work order and exactly when this change was made.



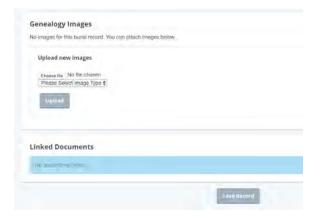
 Work orders can be printed onto a customisable document with the data from the work order being produced automatically.

Work Orders has configurable workflows capability whereby a set of automatic workflows can be created to trigger on a specific action, for example, a confirmed burial booking could auto trigger the work order for checking a grave within a certain timeframe or for the grave to be topped up x weeks after the date of the burial.



aa. Attachment of uploaded documents to lots, lot owners and interment records.

Images and documents can be attached to lots, lot owners and interment records in PlotBox.



bb. Ability to transfer lot ownership within and between cemeteries.

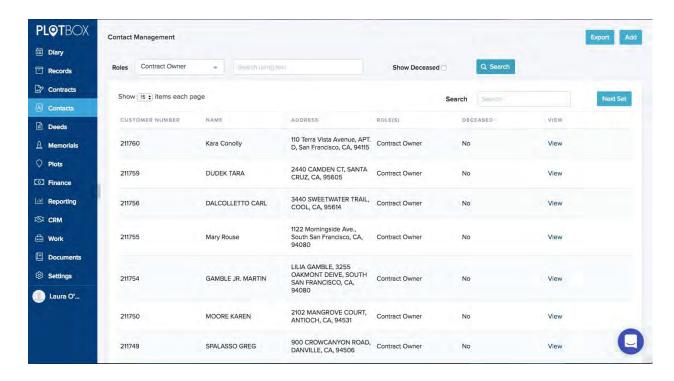
In PlotBox in this case you would have to cancel the contract and create a new one and transfer over any credit.

cc. Ability to track changes in lot ownership in real-time.

There is a full audit trail including date, time and the name of the user who made the change on all deeds in the system, giving users the ability to track changes in lot ownership in real time.

dd. Ability to track and search ownership by individuals of multiple lots.

Each contact in PlotBox should only be in there once and the system encourages that. A contact could have many roles such as a deed owner (with multiple lots), an applicant on a cremation, a payee on a contract etc and when you view a contact you can see everything associated with that person.



ee. Ability to track and manage A/R with option to export data to printable reports or other software.

Users can generate an Accounts Receivable report in the system which can be viewed in two ways:

- By Contract; a list of all contracts with any amount outstanding on them
- By Customer; a list of customer names with any amount outstanding on any contracts they are the owner on

Users can view the Accounts Receivable Report by Contract and see the following detail for each contract:

- Contract Number
- Purchase Date
- Facility
- Current Amount Outstanding
- 0-30 days Amount Overdue
- 31-60 days Amount Overdue
- 61-90 days Amount Overdue
- 90+ days Amount Overdue

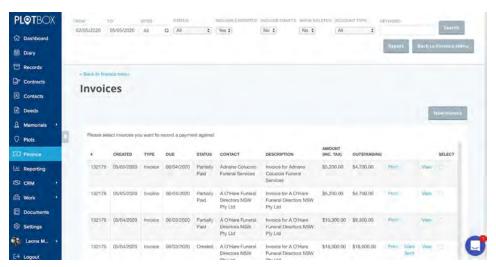
Users can view the Accounts Receivable Report by Customer and see the following detail for each customer:

- Customer Name
- Facility
- Current Amount Outstanding
- 0-30 days Amount Overdue
- 31-60 days Amount Overdue
- 61-90 days Amount Overdue
- 90+ days Amount Overdue

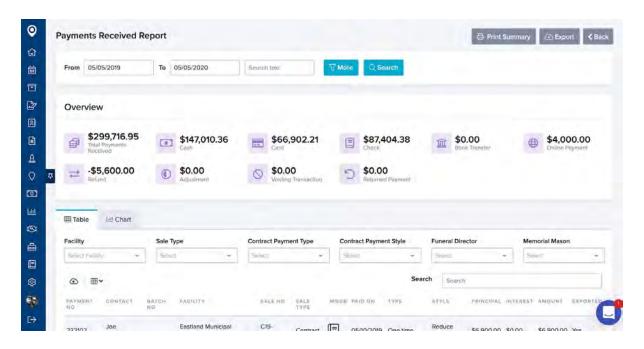
The Accounts Receivable Report can be filtered by Date Range and Facility and can be exported by Contract, listing the customer name for each Contract also to an Excel file. Users can print out collection letters for each amount of days overdue (eg 0-30 days, 31-60 days, 61-90 days, 90+ days).

ff. Generation and printing of invoices, receipts, contracts and deeds.

When you process anything linked to a fee in PlotBox, a non-invoiced fee will be generated in the background. For example a Funeral Director makes 10 burial bookings and 20 cremation bookings in 1 month, at the end of the month a user can go into non-invoiced fees, view the 30 services for that Funeral Director (and the rest of the FD's) and be able to individually or mass produce the invoices. If on the portal the FD can get an email to say their invoice is ready or the user can print the invoice and send as normal. For families paying for memorials the process is similar but there's also a more streamlined way of taking a payment without needing to generate an invoice. You can run reports on the status of an invoice and search for an invoice using multiple search criteria.



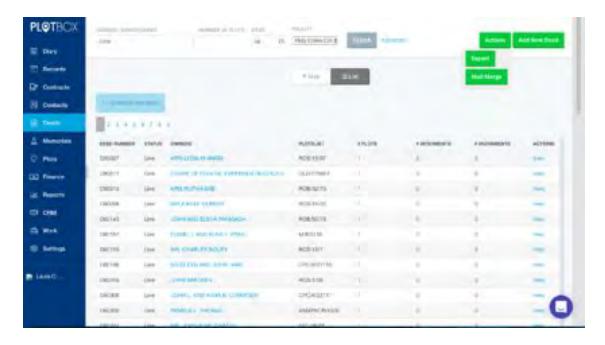
There are a number of ways of recording payments in PlotBox. If doing manually you can record Card payment, Cash, Cheque on online payment if made via Bacs for example. If you want we could up on request set up for FD's to pay online direct into PlotBox or as above, if they pay online via another tool, we can set up an integration to be able to inform PlotBox of those payments to make sure they are reconciled. If you want to offer payment plans to families for memorials for example, we have a Contracts module mostly used by our USA and Australian clients which could (upon request) be configured so that users could sell an item pre-need or at-need and set up a payment plan including downpayment and instalment amount and term. You can run a payments received report clearly showing how much and by what method people are payment with multiple search criteria.



For all payments, PlotBox will facilitate the production of a receipt which can be emailed to the payee or printed.

5/15/2020

Keep track of grave owners with ease using our deeds module. Enter, edit and print deed documents at the click of a button.

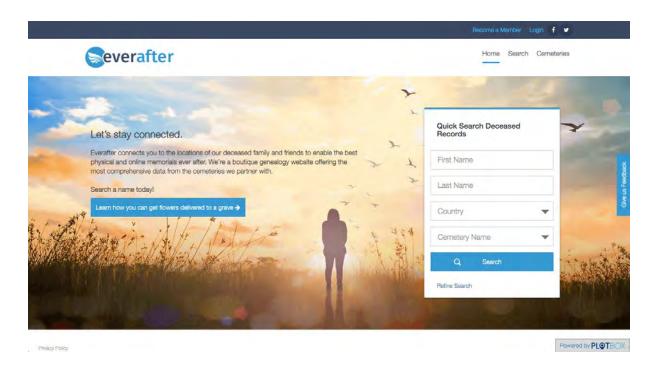


Users can easily enter or edit a deed. They can also choose how many plots should be allocated to a deed and link these in PlotBox. Fees can be added in PlotBox and applied to deeds. As well as this, lease details can be entered & the system will automatically work out the lease renewal date.

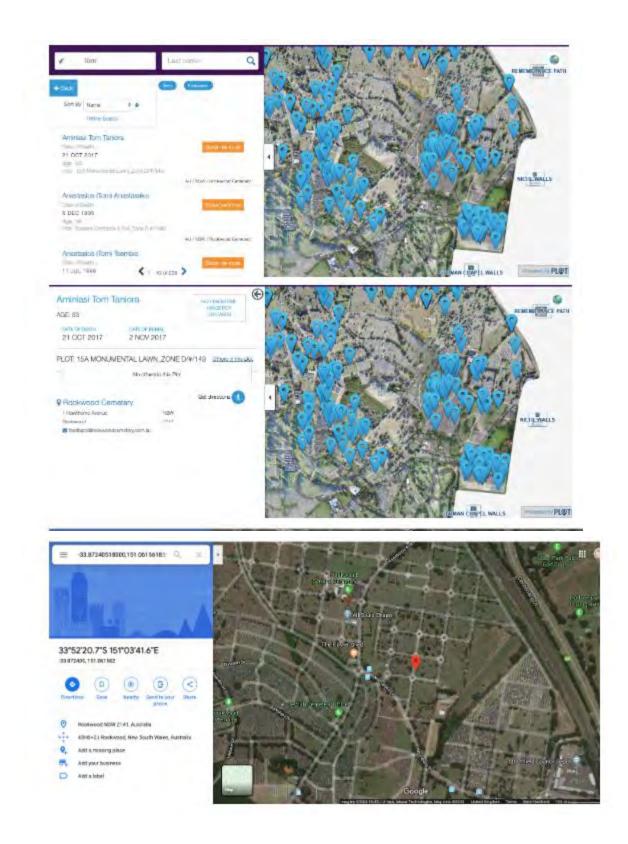
Deed documents can be printed from the system. These can be customized to reflect your own standard documents including logos and T&C's. Users also have the ability to perform a transfer of ownership in PlotBox.

gg. Ability to provide internet access of selected historical records for genealogical research.

PlotBox has a Genealogy portal for the public. Everafter is the advanced public interface that both generates leads & revenue for cemeteries & improves service levels with tools like Walk to Grave & online ordering.

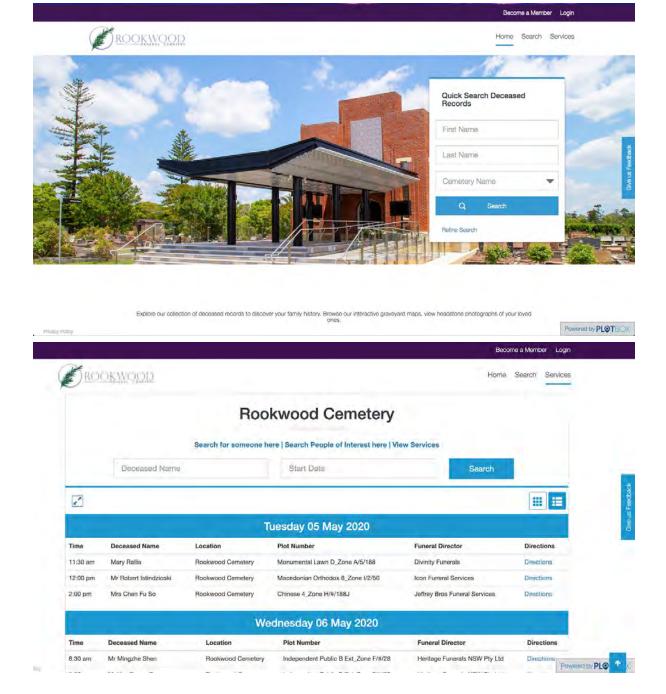


Within Everafter there's a public record search with walk to grave functionality, which helps cemetery visitors locate graves from handheld devices such as their smartphone. They simply search for the name of the deceased in Everafter and a little walk icon will appear on the record. Once they click the icon they'll be given directions to the exact location of the plot in the cemetery.



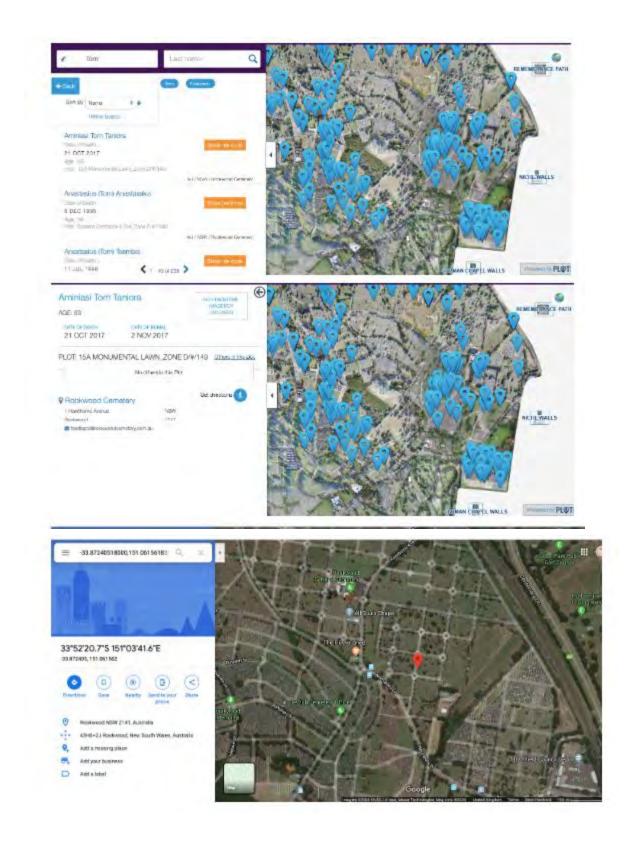
PlotBox customers have the option to make their records public via our site Everafter. We also offer the option for customers to have their own branded version of Everafter including their cemetery logo, images and only their cemetery records for all their facilities. With a branded site, the Council also have an option to display their daily services schedule as well as provide a deceased records search. See customer example of a branded Everafter site

(https://rookwoodcemetery.discovereverafter.com/):



hh. Mobile navigation to any gravesite.

Within Everafter there's a public record search with walk to grave functionality, which helps cemetery visitors locate graves from handheld devices such as their smartphone. They simply search for the name of the deceased in Everafter and a little walk icon will appear on the record. Once they click the icon they'll be given directions to the exact location of the plot in the cemetery.



ii. Self-Service Kiosk compatibility.

We don't automatically or can guarantee compatibility. If the kiosk has a browser and internet connectivity it should be compatible. You could also set up a permanent and secure device as a kiosk.

- jj. Outlook email interface compatibility preferred.
- Microsoft Office compatibility for exported documents, especially Word and Excel.

  Mail merge integration.

PlotBox is compatible with Microsoft products so you can export reports into excel and csv for mail merging and also produce documents in Word.

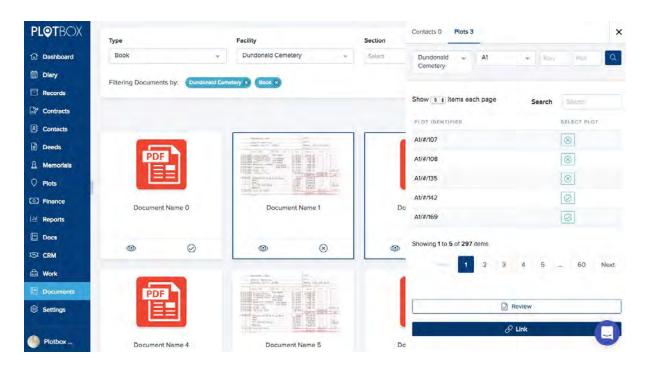
# II. Open Platform API and SDK

We have an API Strategy to be an API Platform. We have a dedicated API developer and documentation. Currently API requests go through our CTO.

#### 3.5 Additional Requirements not asked for:

#### **Documents Module**

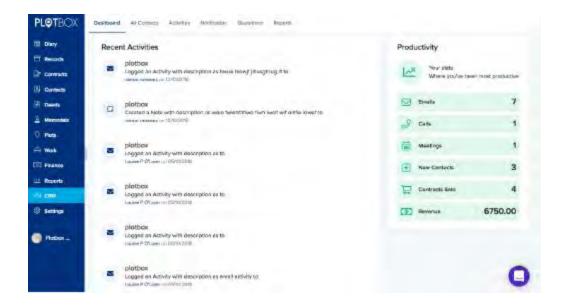
The PlotBox document management module is a safe place to store scanned images of important documents such as old books, interment cards, paper contracts etc. It allows users to easily search through old files in a virtual filing cabinet, as well as transcribe records as they go and link these documents to plots for easy referral.



For your documents these can be stored in the PlotBox documents module and potentially linked to your records where there's a unique identifier available to the scanned image.

#### **CRM**

The PlotBox CRM module enables the creation of contact information for customers and suppliers. Contact information stored includes the usual name, address, email etc. and also source of the contact and a 'lead status' which can be reported on. All 'activity' such as emails, calls and meetings can be logged with a date and time stamp. Follow up 'tasks' can be set by users with a date and time to complete the task e.g. to follow up with a customer and this will be marked as overdue if not progressed, giving visibility on the sales process.



Quotations can be created for contacts in the system directly linked to merchandise and property. Sales 'leads' can be protected in the system for a period of your choosing should you wish. Quotations can be turned into Contracts directly from the CRM which will seamlessly flow information to avoid duplication.

The CRM is designed for sales leads interaction, however, we can add a classification for roles so that Suppliers and other stakeholders can be added to record interactions with them. The system can also capture and manage relationships of contacts in the system via the CRM.

#### 4. References

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

- Client Name, address, contact person telephone and E-mail address.
- Description of work.
- Year the project was completed.
- Total cost of the project estimated and actual.

Client Details	Diocese of Orange (California) - McHatton - IT - rmchatton @rcbo.org- 714-282-30 02	Lemoore Cemetery District (California) - Richard Rhoads - Cemetery Manager - lcdgcsf@gm ail.com - 559-924-34 39	Archdiocese of San Francisco Catholic Cemeteries (California) - Monica Williams - Direct of Cemeteries - mjwilliams @holycrossc emeteries.c om - 650-756-206 0	Parkview Cemetery (California) - Dave Massey - Owner - david@colo nialrosecha pel.com - 209-565-52 79	Oregon Metro- Noel Seats - noel.seats@ oregonmetr o.gov - Historic Cemeteries Program Co-Ordinato r - 503-797-17 09
Descriptio n of work	Consisting of 4 cemeteries and 4 mausoleum s. PlotBox first migrated data from HMIS including records, deeds of property, contracts, plots and CRM data. Drone mapping of facilities, setup of	Consisting of 3 facilities PlotBox enables Lemoore to manage the bookings across all 3 sites through the Diary module along with providing overviews of available inventory and location of said inventory.	Consisting of 7 burial facilities and a mausoleum Holy Cross are able to manage bookings through the diary module. PlotBox have also provided Holy Cross with the ability to configure a vast array of users and	Consisting of 1 cemetery, crematory and mausoleum buildings. Park Lawn was an early client with PlotBox in the USA after a migration from CemSafe. They use PlotBox to manage contracts,b	Consisting of 14 burial facilities. PlotBox provides the full range of services required by Oregon Metro. This includes diaries, overviews of all sites and inventory, contracts and invoicing, historic deed record

	various roles (Admin, Counsellors, Accounting etc.), section setup, diary configuratio n, Funeral Director and Memorial Mason's added, addition of fees and tax rates, document templates added.	Provision of contracts and invoicing allows Lemoore to efficiently manage sales.	roles within the system.	ookings and more. They used our iPad technology to map their 45 acre cemetery themselves.	data and work orders. PlotBox have also been working to provide a Return Path of data to enable Oregon to maintain an internal record of all data captured and stored within PlotBox so as to meet applicable fiduciary duties. Oregon Metro have also provided feedback on how they have been able to seamlessly work remotely during the COVID-19 pandemic through the use of the PlotBox cloud solution.
Year the project was completed	Close to go-live	2017	2017	2016	2020
Total Cost of project (estimate	\$248K (Fixed cost 1st	\$21.5K (Fixed cost 1st	\$57K (Fixed cost 1st	\$34K (Fixed cost 1st	\$60K fixed price for 1st

actual) inc ng ad po co	cl.mappi g service dd ons ost ontract	year value incl.mappi ng service add ons post contract signing)	year value incl.mappi ng service add ons post contract signing)	year value incl.mappi ng service add ons post contract signing)	year.
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#### **Subcontractors**

We may use a subcontractor Drone Base to carry out drone flights should you choose that item in the pricing schedule.

## 5. Required Forms

## A. Proposal Certification

Please see Appendix 4.

### B. Cost Proposal

Please see Appendix 5.

### C. Non-Disclosure Agreement

Please see Appendix 6.

#### D. Non-Collusion Statement

Please see Appendix 7.

### E. Non-Discrimination Certification Form

Please see Appendix 8.

### F. Local Business Preference (LBP)

Not Applicable.

# **G. Contract Payment Method**

Please see Appendix 9.

# H. Sample Insurance Certificate

Please see Appendix 10.

#### I. W-9 for Proposing Firm

Please see Appendix 11.

# J. Active Status Page from Division of Corporations - Sunbiz.org

BidSync

Provide PDF of current page with your proposal.

#### Statement here per Leona convo

#### 6. Contract/Other comments

Whilst in the most part we can agree to your proposed terms there are a few things we would like to discuss/get legal advice on prior to signing an agreement. Specifically, item 2.40 - Ownership - as a Software as a Service company this absolutely not something we could sign up to .We would also like to be able to include our SLA as part of the agreement.

The appendix also requires us to get Cyber Insurance which we should be able to get in place.

The appendix also says we are responsible for payment card data (if applicable). We should point out that Plotbox is not designed to hold payment card data so we will not be responsible for any card holder data that is put into PlotBox

You would need to check with Stephen if we can implement Attachment 1 - Information Security Plan. This looks like standard stuff to me but it would be worthwhile to check with Stephen

# Services Agreement (US)

(1)	vare corporation (" <b>PlotBox</b> ") with offices at 200 Portland Street, 5	5th Floor
Boston, MA 02114.		
(2) Customer:	with offices at	
BACKGROUND:		

- (A) PlotBox has developed certain software applications and platforms, which it makes available to subscribers via the internet for the purpose of collating and managing cemetery data.
- (B) The Customer wishes to use PlotBox's service in its business operations.
- (C) PlotBox has agreed to provide and the Customer has agreed to take and pay for PlotBox's service subject to the terms and conditions of this agreement.

### **AGREED TERMS**

- 1. This Services Agreement ("Agreement") incorporates the commercial terms set out in Schedule 1 ("Commercial Terms"), the General Terms set out in Schedule 2 ("General Terms"), Appendix 1 "Support Provision" and Appendix 2 "Fees".
- 2. The General Terms take precedence over the Commercial Terms and the Appendices, and this Agreement constitutes the entire agreement between the parties and supersede all prior agreements, oral or written, and all other communications between the parties, including any and all purchase orders or other ordering documents containing different or conflicting terms which are hereby rejected.
- 3. The parties acknowledge that they have read and understood this agreement and are not entering into this agreement on the basis of any representations not expressly set forth in it.
- 4. Unless the context otherwise requires, the definitions set out in this Agreement shall apply throughout this Agreement.

### **AGREED AND ACCEPTED:**

For and on benait of PLOTBOX by:	For and on benaif of CUSTOMER by:
Sean McAllister	(Signature)
SEAN MCALLISTER (Printed Name)	(Printed Name)
CEO (Title)	(Title)
(Date)	(Date)

## **SCHEDULE 1 - COMMERCIAL TERMS**

Acceptance Tests

means the acceptance tests to be undertaken by the Customer in conjunction with PlotBox to confirm the Services operate substantially in accordance with the Documentation, as agreed by PlotBox and the Customer, following the Effective Date.

**Effective Date** 

means the date this contract is signed.

Facility or Facilities

means the number of and specifically named cemeteries, mausoleum and/or crematoria which the Customer is responsible for and in relation to which the Customer is licensed to use the Services.

Initial Subscription Term means a period of 60 months from the Effective Date

**Payment Terms** 

Payment of the Project and Subscription Fees (as shown in Appendix 2) is due as follows:

- a) 50% of the total Project Fees and first-year Annual Subscription Fees in full upon signature of this agreement.
- b) 40% of the total Project Fees is due upon the provision of your site for testing (or 6 months from contract signature, whichever is first)
- c) 10% balance of the total Project Fees is due upon acceptance (or 8 months from contract signature, whichever is first).

PlotBox will invoice Customer for all amounts due—invoices may be issued by PlotBox directly or through its subsidiary, GSS (NI) LTD.

Customer's delay in carrying out the Acceptance Tests once the Services are made available shall not relieve the Customer of its payment obligations or extend the above dates for payment.

Payment of the Subscription Fees is due on an annual basis in advance. PlotBox shall invoice the Customer for the Subscription Fees upon commencement of this project and the Customer shall pay the amount due within 14 days of date of invoice by FEDWIRE transfer to:

TO: Silicon Valley Bank

ROUTING & TRANSIT ABA#: 121140399 FOR THE CREDIT OF: PLOTBOX, INC. CREDIT ACCOUNT #: 3301274187

BY ORDER OF: Catholic Funeral & Cemetery Services of the Diocese of Sacramento

All amounts payable under this agreement are non-refundable (except in circumstances where the client can prove failure of the acceptance testing against the Scope of Services after giving PlotBox the opportunity to remedy non-conformance within a reasonable timeframe. Any refunds will be limited to the software fee excluding services already undertaken i.e. data migration or mapping)

**Project Fees** 

means the fees payable by the Customer to PlotBox for carrying out the Work and delivery of the Services prior to the Acceptance Tests, as set out in the Statement of Work.

Service Hours	means 9am to 5pm U.S, each Business Day (excludes weekends and US public holidays)	
Subscription Fees	means the annual subscription fees payable by the Customer to PlotBox for the User Subscriptions, as set out in Appendix 2.	
Proposal	means PlotBox's proposal for the Services dated	
User Subscriptions	means 3 individual named users specified by the Customer and agreed by PlotBox after the Effective Date, who may use the Services in relation to the facilities. In the event that the Customer wishes to permit additional individual named users to use the Services, the Customer must purchase additional User Subscriptions in accordance with clause 4 at PlotBox's then prevailing rates in line with what the organization is already paying for users in a similar	

role.

## **SCHEDULE 2 - GENERAL TERMS**

### 1.INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.
- "Authorized Users" means those employees, agents and independent contractors of the Customer, as further described in clause 3.2(e), who are authorized by the Customer to use the Services and the Documentation;
- "Business Day" means a day other than a Saturday, Sunday or public holiday in USA;
- "Change of Control" means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and controls, controlled and the expression change of control shall be construed accordingly;
- "Completion Date" means the estimated date by which PlotBox shall make the Services available to the Customer for the Acceptance Tests;
- "Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.5;
- "Customer Data" means the data inputted by the Customer, Authorized Users, or PlotBox on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;
- "Documentation" means the statement of work agreed by the parties promptly following signature of this agreement at the project initialization meeting which sets out a description of and the specification for the Services and the agreed timeline for provision of same and any user instructions for the Services (a copy of which, once agreed by the parties, is initialed and attached hereto);
- "Services" means the subscription services including Software as well as other Work provided by PlotBox to the Customer under this agreement via <a href="https://www.plotbox.io">www.plotbox.io</a> or any other website notified to the Customer by PlotBox from time to time, as more particularly described in the Documentation;
- "Software" means the online software applications provided by PlotBox as part of the Services; "Subscription Term" has the meaning given in clause 15.1 (being the Initial Subscription Term together with any subsequent Renewal Periods);
- "Support Services Policy" means PlotBox's policy for providing support in relation to the Services as made available at <a href="https://www.plotbox.io">www.plotbox.io</a> or such other website address as may be notified to the Customer from time to time;
- "User Subscriptions" means the user subscriptions purchased by the Customer pursuant to clause 3 which entitle Authorized Users to access and use the Services and the Documentation in accordance with this agreement, as specified in the Commercial Terms;
- "Virus" means anything or device (including any software, code, file or program) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

"Work" means PlotBox's work, duties and obligations to be carried out under this agreement, as specified in the Documentation. In the event of any conflict between the terms of such documents, the Documentation shall prevail.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.7 A reference to writing or written includes faxes and e-mail.
- 1.8 References to clauses are to the clauses of this agreement.

## 2. SCOPE

- **2.1** PlotBox shall carry out the Work with reasonable diligence and dispatch, and with reasonable skill and expertise, at the level of competency as sold to Customer, to make the Services available for Acceptance Tests by the Completion Date. Customer acknowledges that PlotBox may use the services of its subsidiaries and affiliates, including without limitation GSS (NI) LTD., a wholly owned subsidiary, to perform portions or all of the Services under this agreement.
- **2.2** PlotBox shall carry out, in conjunction with the Customer, the Acceptance Tests and make the Services available to the Customer in accordance with the terms of this agreement.
- **2.3** Any and all timescales specified are estimate only, and time shall not be made of the essence by notice.
- **2.4** If PlotBox's performance of its obligations is delayed at the request of the Customer or because of its acts or omissions, the relevant timescale shall be amended to take into account such delay. If PlotBox can demonstrate that the delay has resulted in an increase in cost to PlotBox in carrying out the Work or providing the Services, PlotBox may, at its sole discretion, notify the Customer that it wishes to increase the Project Fees and/or Subscription Fees by an amount not exceeding any such demonstrable cost. PlotBox shall add such amount to its fees accordingly, which additional amount shall be payable in accordance with the Payment Terms.
- 2.5 The Customer shall carry out the Acceptance Tests, in conjunction with PlotBox, promptly following PlotBox's confirmation that the Services are available for acceptance testing. If the Services do not substantially conform to the Documentation, the Customer shall promptly provide PlotBox with written notice to this effect, giving details of the non-conformance. PlotBox shall, as appropriate, remedy the non-conformance and the relevant test(s) shall be completed within a reasonable time. Acceptance of the Services shall be deemed to have occurred on whichever is the earliest of: (a) the signing by the Customer of an acceptance certificate; (b) the expiry of 5 (five) business days after PlotBox has made the Services available for the Acceptance Tests; or (c) the use by the Customer (or any Authorized User) of the Services in the normal course of business.
- **2.6** PlotBox shall be given an extension of time for performance of the Work if: (a) a force majeure event occurs; or (b) a variation to the Work or Services is made at the Customer's request; or (c) a delay is caused in whole or part by an action or omission of the Customer or its employees, agents or third party contractors.

## 3. USER SUBSCRIPTIONS

3.1 Subject to the Customer paying the Project Fees purchasing the User Subscriptions in accordance

with the Payment Terms and clause 10, the restrictions set out in this clause 3 and the other terms and conditions of this Agreement, PlotBox hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorized Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations, more particularly the collating and management of cemetery data.

- 3.2 In relation to the Authorized Users, the Customer undertakes that: (a) the maximum number of Authorized Users that it authorizes to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time, as specified in the Commercial Terms; (b) it will not allow or suffer any User Subscription to be used by more than one individual named Authorized User unless it has been reassigned in its entirety to another individual Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services and/or Documentation; (c) each Authorized User shall only be entitled to access and use the Services for the purposes and according to the level of access applicable to the category of Authorized User specified in the Documentation; (d) each Authorized User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than monthly (which, unless otherwise agreed by PlotBox, will initially be set up by or on behalf of PlotBox) and that each Authorized User shall keep his password confidential; (e) it shall maintain a written, up to date list of current Authorized Users and provide such list to PlotBox within 5 Business Days of PlotBox's written request at any time or times; (f) it shall permit PlotBox to audit the Services in order to establish the name and password of each Authorized User. Such audit may be conducted no more than once per quarter, at PlotBox's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; (g) if any of the audits referred to in clause 3.2(f) reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to PlotBox's other rights, the Customer shall promptly disable such passwords and PlotBox shall not issue any new passwords to any such individual; and (h) if any of the audits referred to in clause 3.2(f) reveal that the Customer has underpaid Subscription Fees to PlotBox, then without prejudice to PlotBox's other rights, the Customer shall pay to PlotBox an amount equal to such underpayment as calculated in accordance with the prices set out in the Commercial Terms within 10 Business Days of the date of the relevant audit.
- **3.3** The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that: (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (f) in a manner that is otherwise illegal or causes damage or injury to any person or property; and PlotBox reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
- **3.4** The Customer shall not: (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (i) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or (c) use the Services and/or Documentation to provide services to third parties; or (d) subject to clause 22, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users; or (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 3.
- 3.5 The Customer shall use commercially reasonable efforts to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use,

promptly notify PlotBox.

**3.6** The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any affiliate, subsidiary or holding company of the Customer or other entity connected to the Customer.

### **4 ADDITIONAL USER SUBSCRIPTIONS**

- **4.1** Subject to clause 4.2 and clause 4.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number set out in the Commercial Terms and PlotBox shall grant access to the Services and the Documentation to such additional Authorized Users in accordance with the provisions of this agreement.
- **4.2** If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify PlotBox in writing. PlotBox shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld).
- **4.3** If PlotBox approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of PlotBox's invoice, pay to PlotBox the relevant fees for such additional User Subscriptions (based on PlotBox's then prevailing rates at the point at which such request is made) and, if such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be pro-rated for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

### 5. SERVICES

- **5.1** PlotBox shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- **5.2** PlotBox shall use commercially reasonable efforts to make the Services available during the Service Hours, except for unscheduled maintenance provided that PlotBox has used reasonable efforts to give the Customer notice in advance.
- **5.3** If using Internet Explorer, the Customer must have at least version 9 installed, as earlier versions than this are not supported by the Services. However, whichever browser is used to access the Services, it is recommended that the latest version is installed.
- **5.4** In terms of support provision PlotBox shall use commercially reasonable efforts to provide support in accordance with Appendix 1 hereto.
- **5.5** In the event that any member of staff providing any Work under this agreement is unable to provide such services for a prolonged period for any reason then PlotBox shall, within a reasonable period, replace such staff member with an individual in a similar role or with similar experience to the staff member whom they are replacing.
- **5.6** PlotBox shall deliver the Services to the Customer (subject to the Customer complying with its obligations hereunder) in accordance with the timeline specified in the Documentation.
- **5.7** The Customer shall provide, for PlotBox, its agents, sub-contractors, consultants and employees, in a timely manner, access to all information and materials as PlotBox requires to perform its obligations under this agreement and shall ensure that such information and materials are accurate and up-to-date.
- **5.8** If PlotBox's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors, consultants or employees, PlotBox shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly as a result of such delay.
- **5.9** Subject to the remainder of this clause 5, if there is a delay in the Completion Date upon which the

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Services are to be made available by PlotBox for Acceptance Tests, the Customer shall, upon giving PlotBox 14 days' notice to that effect, and allowing it such 14 day period to remedy the delay, be entitled to terminate this agreement or (by way of sole remedy) seek a 5% reduction in the Project Fees for each week that the Completion Date is delayed beyond the 14 day period following the Acceptance Date.

### 6. CUSTOMER DATA

- **6.1** The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- **6.2** In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for PlotBox to use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by PlotBox in accordance with its archiving procedure. PlotBox shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party or any damages (whether direct, indirect or consequential) suffered as a result.
- **6.3** If PlotBox processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and PlotBox shall be a data processor and in any such case: (a) the Customer acknowledges and agrees that, subject to PlotBox notifying the Customer of such transfer or storage in advance, the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorized Users are located in order to carry out the Services and PlotBox's other obligations under this agreement; (b) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to PlotBox so that PlotBox may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf; (c) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and (d) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.
- **6.4** The Customer hereby grants PlotBox permission to use, store and display as part of its genealogy portal at <a href="https://www.discovereverafter.com">www.discovereverafter.com</a>, the Customer Data, for the purposes of public searching and family history research, provided that this permission may be withdrawn by the Customer at any time by providing PlotBox with written notice to that effect or upon cancellation of this contract.

## 7. THIRD PARTY PROVIDERS

**7.1** The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. PlotBox makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not PlotBox. PlotBox recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. PlotBox does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

## **8. SUPPLIER'S OBLIGATIONS**

- **8.1** PlotBox undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- **8.2** The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to PlotBox's instructions, or modification or alteration of the Services by any party other than PlotBox or PlotBox's duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, PlotBox will, at its expense, use commercially reasonable efforts

to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1. NOTWITHSTANDING THE FOREGOING, PLOTBOX: (A) DOES NOT WARRANT THAT THE CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT THE SERVICES, DOCUMENTATION AND/OR THE INFORMATION OBTAINED BY THE CUSTOMER THROUGH THE SERVICES WILL MEET THE CUSTOMER'S REQUIREMENTS; AND (B) IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR ANY OTHER LOSS OR DAMAGE RESULTING FROM THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET, AND THE CUSTOMER ACKNOWLEDGES THAT THE SERVICES AND DOCUMENTATION MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

**8.3** This agreement shall not prevent PlotBox from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

### 9. CUSTOMER'S OBLIGATIONS

9.1 The Customer shall provide PlotBox with (i) all necessary co-operation in relation to this agreement; and (ii) all necessary access to such information as may be required by PlotBox; in order to provide the Services, including but not limited to Customer Data, security access information and configuration services; (a) comply with all applicable laws and regulations with respect to its activities under this agreement; (b) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, PlotBox may adjust any agreed timetable or delivery schedule as reasonably necessary; (c) ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorized User's breach of this agreement; (d) obtain and shall maintain all necessary licenses, consents, and permissions necessary for PlotBox, its contractors and agents to perform their obligations under this agreement, including without limitation the Services; (e) ensure that its network and systems comply with the relevant specifications provided by PlotBox from time to time; and (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to PlotBox's data centers, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

## 10. CHARGES AND PAYMENT

- **10.1** The Customer shall pay the Project Fees and Subscription Fees to PlotBox for the User Subscriptions in accordance with the Commercial Terms attached to this Agreement.
- **10.2** If PlotBox has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of PlotBox: (a) PlotBox may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and PlotBox shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of PlotBox's bankers in the UK from time to time (or, if lower, the maximum rate allowed by applicable law), commencing on the due date and continuing until fully paid, whether before or after judgment.
- **10.3** All amounts and fees stated or referred to in this agreement: (a) shall be payable in US Dollars; (b) are, subject to clause 14.4, non- cancellable and non-refundable (except in circumstances where the customer can demonstrate failure of PlotBox to meet the scope of services within the acceptance period and limited to the software fee); (c) are exclusive of sales or other applicable taxes, which shall be added to PlotBox's invoice(s) at the appropriate rate.

- **10.4** PlotBox shall be entitled to increase the Subscription Fees and the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 4.3 on expiry of the Initial Subscription Term and on an annual basis on each anniversary of such date upon 30 days' prior notice to the Customer, provided that any such increase shall be line with the amount of any increase from time to time charged by PlotBox to customers similar to the Customer.
- **10.5** Pursuant to clause 10.3, the Customer shall be responsible for and shall pay all taxes and fees associated with the subscription and services provided by PlotBox, levied by any government or quasi-government agency, whether billed to PlotBox or directly to the Customer.

#### 11. PROPRIETARY RIGHTS

**11.1** The Customer acknowledges and agrees that PlotBox and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation.

### 12. CONFIDENTIALITY

- **12.1** Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- **12.2** Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- **12.3** Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- **12.4** Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- **12.5** The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute PlotBox's Confidential Information.
- **12.6** PlotBox acknowledges that the Customer Data is the Confidential Information of the Customer.
- **12.7** This clause 12 shall survive termination of this agreement, however arising.
- **12.8** No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

### 13. INDEMNITY

**13.1** The Customer shall defend, indemnify and hold harmless PlotBox against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that: (a) the Customer is given prompt notice of any such claim; (b) PlotBox

provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and (c) the Customer is given sole authority to defend or settle the claim.

- **13.2** Subject to clause 14, PlotBox shall defend the Customer, its officers, directors and employees against any claim that the Services or Documentation when used as authorized under this Agreement infringe any U.S. patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that (a) PlotBox is given prompt notice of any such claim; b) the Customer provides reasonable co-operation to PlotBox in the defense and settlement of such claim, at PlotBox's expense; and (c) PlotBox is given sole authority to defend or settle the claim.
- **13.3** In the defense or settlement of any claim, PlotBox may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- **13.4** In no event shall PlotBox, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Services or Documentation by anyone other than PlotBox; or (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by PlotBox; or (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from PlotBox or any appropriate authority.
- **13.5** The foregoing and clause 14.4(b) states the Customer's sole and exclusive rights and remedies, and PlotBox's (including PlotBox's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

## 14. DISCLAIMERS; LIMITATION OF LIABILITY

- **14.1** This clause 14 sets out the entire financial liability of PlotBox (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer: (a) arising under or in connection with this agreement; (b) in respect of any use made by the Customer of the Services and Documentation or any part of them; and (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
- 14.2 EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT: (A) THE CUSTOMER ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE SERVICES AND THE DOCUMENTATION BY THE CUSTOMER, AND FOR CONCLUSIONS DRAWN FROM SUCH USE. PLOTBOX SHALL HAVE NO LIABILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION, INSTRUCTIONS OR SCRIPTS PROVIDED TO PLOTBOX BY THE CUSTOMER IN CONNECTION WITH THE SERVICES, OR ANY ACTIONS TAKEN BY PLOTBOX AT THE CUSTOMER'S DIRECTION; (B) THE SERVICES ARE PROVIDE "AS IS," AND PLOTBOX MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR NON-INFRINGEMENT; ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT.
- **14.3** Nothing in this agreement excludes the liability of PlotBox: (a) for death or personal injury caused by PlotBox's negligence; or (b) for fraud or fraudulent misrepresentation.
- **14.4** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (A) PLOTBOX SHALL NOT BE LIABLE WHETHER IN TORT (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), CONTRACT, MISREPRESENTATION, RESTITUTION OR OTHERWISE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES OR LOSS

OR CORRUPTION OF DATA OR INFORMATION, OR PURE ECONOMIC LOSS, OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS, COSTS, DAMAGES, CHARGES OR EXPENSES HOWEVER ARISING UNDER THIS AGREEMENT; AND (B) PLOTBOX'S TOTAL AGGREGATE LIABILITY IN CONTRACT (INCLUDING IN RESPECT OF THE INDEMNITY AT CLAUSE 13.2), TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY THE CUSTOMER TO PLOTBOX UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

### 15. TERM AND TERMINATION

15.1 This agreement shall, unless otherwise terminated as provided in this clause 15, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall (subject to the parties reaching agreement on any increase in fees payable) be automatically renewed for successive periods of 12 months (each a Renewal Period), unless the Customer notifies the PlotBox of termination, in writing, at least 60 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or otherwise terminated in accordance with the provisions of this agreement, and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the Subscription Term. PlotBox may terminate if the Customer is in default of payment or any other material obligations of this agreement and will give Customer reasonable advance notice and opportunity to rectify the default.

15.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if: (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; (b) the other party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts; (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party; (g) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; (h) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days; (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2 to clause 15.2 (inclusive); (k) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**15.3** On termination of this agreement for any reason: (a) all licenses granted under this agreement shall immediately terminate; (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party; (c) PlotBox may destroy or otherwise dispose of any of the Customer Data in its possession unless PlotBox receives, no

later than 30 days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. PlotBox shall use reasonable commercial efforts to deliver the back-up to the Customer within 30 days of its receipt of such a written request, to the location and in the media format agreed upon at the time, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination); and (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

### 16. FORCE MAJEURE

16.1 PlotBox shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of PlotBox or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub- contractors. If such a force majeure event prevents, hinders or delays PlotBox's performance of its obligations for a continuous period of more than one (1) month, the Customer may terminate this agreement by giving one (1) month's notice to PlotBox.

### 17. VARIATION

**17.1** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorized representatives) and appended to this agreement.

## 18. WAIVER

**18.1** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 19. RIGHTS AND REMEDIES

**19.1** Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 20. SEVERANCE

- **20.1** If any provision (or part of a provision) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- **20.2** If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## 21. ENTIRE AGREEMENT

- **21.1** This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- **21.2** Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in

writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement, other than as expressly set out in this agreement.

### 22. ASSIGNMENT

- **22.1** The Customer shall not, without the prior written consent of PlotBox, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- **22.2** PlotBox may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

### 23. NO PARTNERSHIP OR AGENCY

**23.1** Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorize either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

#### 24. THIRD PARTY RIGHTS

**24.1** This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns).

#### 25. NOTICES

- **25.1** Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post or email to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes.
- **25.2** A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

## 26. GOVERNING LAW; ARBITRATION; VENUE

26.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of California exclusive of conflict or choice of law rules but inclusive of applicable federal law, including the Federal Arbitration Act. Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules, using Expedited Arbitration Procedures, available at www.jamsadr.com. In any arbitration arising out of or related to this Agreement, the arbitrator(s) may not award any incidental, indirect or consequential damages, including damages for lost profits. The Tribunal will consist of one (1) arbitrator. The place of arbitration will be Sacramento, California. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **APPENDIX 1**

## **Support Provision**

1. Any time worked, at the Customer's request, outside the Service Hours or outside the scope of the Services (including, without limitation, the Out-of-scope Services specified below) will be charged at the T&M and/or Overtime Rate (as applicable) plus any taxes or government fees other than those based on PlotBox's net income ("Taxes") and Expenses (if any). The Service Charge applies solely to the provision of the Services and does not include third party costs for hardware or software. All third party costs will be charged as Expenses to the Customer monthly in arrears.

### **T&M Rate**

The T&M Rate as per the Rate Card in the proposal, plus Taxes and Expenses (if any) applies (Monday to Friday, excluding U.S. public holidays) for labor in addition to the Subscription Fees for work carried out outside the scope of the Services as outlined in the attached Statement of Work. (This is unlikely to apply to Customer unless bespoke work is requested and any such work would be priced and agreed in advance.)

### **Overtime Rate**

The Overtime Rate shall be calculated at double the prevailing T&M Rate (as per Rate Card) + Taxes and Expenses (where applicable). (This is unlikely to apply to Customer unless bespoke work is requested.)

## **Expenses**

Expenses will be charged at cost and shall be paid by Customer monthly in arrears.

## 2. Service Overview

PlotBox will provide the following support services during Services Hours: Help Desk Support

- Routine Systems Management
- Security updates
- Enhancement of existing service features (but not new functionality development) is included free
  of charge. This means that any upgrades to existing modules that you have will be provided free
  of charge, however, should we develop a new module this would not be included.
  Incident Management via PlotBox Support
- Management of technical relationship with PlotBox's chosen service provider

PlotBox may reasonably determine that any Services requested by the Customer are Out-of-scope Services. If PlotBox makes any such determination, it shall promptly notify the Customer of that determination, and the Customer acknowledges that PlotBox is not obliged to provide Out-of-scope Services.

- **3.** For the purposes of this Agreement "Out-of-scope Services" means any services provided by PlotBox in connection with any apparent problem reasonably determined by PlotBox not to have been caused by a Fault but rather a cause outside PlotBox's control (including without investigation work resulting in such a determination) or by:
- (a) any improper use, misuse or unauthorized alteration by the Customer;
- (b) any unauthorized use by the Customer;
- (c) use of any hardware or software not supplied by PlotBox; or
- (d) the use of a non-current version or release of the Software or Services.

### 4. Error correction

- (a) In accordance with this Agreement, PlotBox will use commercially reasonable efforts to maintain the Services in good working order during the Service Hours.
- (b) The Customer will promptly notify PlotBox of any support request via email or telephone of any defect error or other problem with the Services that means it fails to function in all material respects in accordance with its specification as published by PlotBox (the "Fault") and provide PlotBox (in so far as the Customer is reasonably able) with a documented example of the Fault, a description of the problem and start time of the incident and such information and assistance as is reasonably necessary to assist PlotBox to diagnose and rectify the Fault. PlotBox will categorize and record all Support Requests made in a Support Database and an entry in the Support Database will remain active until resolved. The Support Request will be categorized as; Explained, Complete, Withdrawn, No Action Required or Incident Raised. Where the Support Request is categorized as anything other than Incident Raised, PlotBox will use commercially reasonable efforts to ensure that the matter is resolved as soon as reasonably practicable.
- (c) Where the Support Request results in an 'Incident Raised' the procedure identified in clauses 4(d) 8 will be followed.
- (d) On receipt of a request for correction of any 'Incident Raised,' the matter will be logged in an Incidents Database and PlotBox will prioritize the Support Request based on its reasonably assessment of the severity level of the problem reported. PlotBox will use commercially reasonable efforts to ensure that staff commence investigatory and corrective work promptly within the Service Hours, to meet the target response time specified below at the table in clause 5 depending on which category, or priority, the Incident Raised falls as defined in accordance with the table in clause 6. PlotBox shall update the Customer at a frequency commensurate with the Target Response Time, within the Service Hours, until the Incident Raised is resolved.

## 5. Target Response Time (Within Service Hours)

Priority	Target Response time
Critical	1 hours
Severe	3 hours
Serious	6 hours
Minor/Query	Next Business Day

## 6. Error Classification

Priority	Classification
Critical	System not usable for any purpose
Severe	Malfunction impacting critical piece of functionality
Serious	Malfunction impacting non-critical piece of functionality
Minor/Query	Routine advice and guidance request, Documentation deficiency or usability suggestion

## 7. Incident Raised Closure Categories

Category	Description

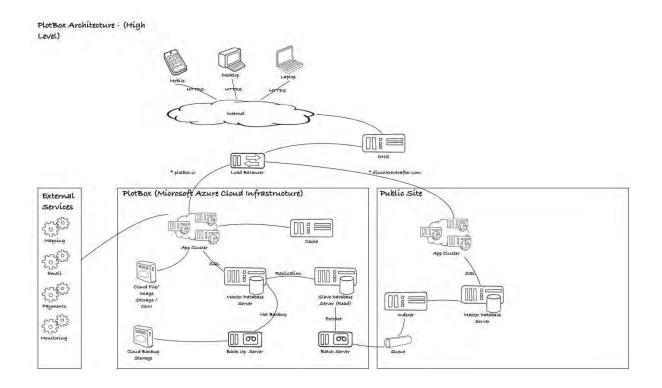
Software, Systems or Sub-Systems Error	The cause of the problem has been identified and an appropriate resolution has been generated.
Hardware Fault	The cause of the problem has been identified as a Hardware Fault.
User Error	The cause of the problem has been identified as a user error, not a Software, Systems or Sub-Systems Error.
No Fault Found	Either, the behavior displayed in the incident report can be replicated and the way in which the Software, Systems or Sub- Systems behaved was consistent with the expected outcomes, or, PlotBox has not been able to replicate this incident within the supported version and environment.
Withdrawn	The Customer has determined that a resolution to the incident should no longer be pursued.

**<sup>8.</sup>** The parties may, on a case by case basis, agree in writing to a reasonable extension of the response times specified above. The Customer hereby acknowledges and agrees that, while PlotBox shall use commercially reasonable efforts to meet the response times, all such times are estimate only, and time shall not be of the essence under this agreement.

## **PlotBox Overview**

PlotBox is a fully cloud hosted app deployed on Azure provisioned laaS. PlotBox currently has infrastructure in:

- UK
- North America
- Australia



## **Technical Stack**

We make use of the following languages and libraries:

Library/Product	Description	License
PHP	http://www.php.net/	http://www.php.net/license/3_ 01.txt
MySQL	https://www.mysql.com/	https://www.gnu.org/licenses/ gpl-3.0.en.html
Redis	https://redis.io/	https://opensource.org/licens es/BSD-3-Clause
vue.js	https://vuejs.org/	https://opensource.org/licens es/MIT
Laravel	https://laravel.com/	https://opensource.org/licens es/MIT
node.js	https://nodejs.org/en/	https://raw.githubusercontent. com/nodejs/node/master/LIC ENSE
npm	https://www.npmjs.com/	https://www.npmjs.com/polici es/npm-license
composer	https://getcomposer.org/	https://github.com/composer/ composer/blob/master/LICEN SE
Bulma	https://bulma.io/	https://github.com/jgthms/bul ma/blob/master/LICENSE
In addition to these core products we make use of various open libraries which in turn make use of many dependency libraries.	All License Summary	All Licenses
We have attached a summary of the licenses used in our dependencies and also a full list of those dependencies.		

## **PlotBox Data Centers**

PlotBox is an entirely cloud SaaS platform which is hosted with our chosen Cloud Provider Microsoft Azure who are accredited UK G-Cloud providers.

The Azure Platform is supported by a growing network of Microsoft-managed data centres. Microsoft has decades of experience of running services such as Bing, Office 365 and Outlook.com. Azure is continuously investing in the latest infrastructure technologies, with a focus on high reliability, operational excellence, cost-effectiveness, environmental sustainability, and a trustworthy online experience for customers and partners worldwide. Microsoft Azure has more external certifications than any other cloud provider including:

- UK G-Cloud
- Cyber Essentials PLUS
- ISO/IEC 27001
- ISO/IEC 27018 (Code of Practice for Protecting Personal Data in the Cloud) CSA STAR Certification
- FedRAMP
- SOC 1 and SOC 2
- Many more (https://www.microsoft.com/en-us/trustcenter)

PlotBox builds on top of the the secure base provided by Azure to provide solutions to your business needs in a secure, reliable and scalable way. Further to the services provided by Microsoft Azure we implement our own additional best practises and procedures.

## **Network Security**

By default no external access is provided to PlotBox Virtual Machines (VMs). For internet facing web workers the https port is opened only. Database VMs have no external access enabled. Different application tiers are on our virtual networks with internal access where required using private IPs.

- In order to access workers or database VMs a bastion host policy is used.
- Minimal Services and Software installed on VMs
- Encapsulation of services per node
- No root access
- Strong password policy and private key required access Partitioning
- Quotas
- Firewalls
- Monitoring

PlotBox runs its own virtual private network within the Azure Data centre that isolates it from both the outside world and other Azure tenants. By default all VMs have external communications disabled other than https port for web servers. Database VMs have no remote access enabled.

## **Data Security**

All access to the PlotBox app via the browser is forced to use a https connection only. The connection to this site is encrypted and authenticated using a strong protocol (TLS 1.2), a strong key exchange (ECDHE\_RSA with P-256), and a strong cipher (AES\_128\_GCM). Additionally all API data is secured by the same mechanism should you choose to use our iOS app.

Plotbox uses a stateless web server/worker layer consisting of clusters of VMs. These workers are stateless and do not store any customer data. Your data will be stored in its own relational database – it will not be stored in a multi-tenant database.

Customer's uploaded documents, templates and images are stored in their own isolated cloud storage container.

Backups are archived and encrypted using gpg and stored using Azure Geo-redundant storage to ensure durability even in the event of a regional data centre disaster.

User passwords are stored using a one way hash function with salt.

## **Data Backup and Disaster Recovery**

PlotBox implements a robust and automated data backup policy to ensure the safety and integrity of your data. Our architecture makes use of geo-redundant cloud storage to ensure that multiple copies of your data and artefacts are maintained and protected against Operating System, Software, Hardware or Data Centre issues.

All images, documents or artefacts stored and used within PlotBox are stored using Azure Georedundant storage meaning that at least 3 copies are kept at all times across different physical locations.

All US customer data is stored in a database running within Azure's West-US data centre. All data within our databases are protected by our automated regular backup policy, which ensures that a Full database backup occurs daily and incremental data backups occur hourly. Backups are encrypted and stored using Azure Geo-redundant storage to ensure durability even in the event of a regional data centre disaster.

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We use separately hosted communications channels to ensure service interruption on our platform will not inhibit our ability to communicate with customers. We provide access to an externally hosted service status page that allows us to communicate service status at all times.

## **Monitoring and Alerting**

Our cloud infrastructure is continuously monitored and reported on using Application Performance Monitoring (APM) software allowing us proactively manage SLAs and immediately react to service reduction.

## **Secure Development**

We use agile development practices, a git flow based version control and development cycle as well as secure development practices as defined and detailed by OWASP SCP.

We have isolated a separate development, testing, pre-production and production environments which are run on separate instances.

Static code quality analysis and reporting is built into our continuous integration pipelines enabling us to monitor and report on code quality and security trends in the codebase.

## **Access to data**

PlotBox provides the ability to export data directly from the system in csv format. In the event that you require further data extracts not available from within the application these can be requested via our support team and may incur an additional charge. These would be extracted directly from the database by a member of our data team and send to you through an appropriate mechanism such as sftp.

## **BID/PROPOSAL CERTIFICATION**

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

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state,

in accordance with Florida Statute §607.1501 (visit <a href="http://www.dos.state.fl.us/">http://www.dos.state.fl.us/</a>).

Company: (Legal Registration) EIN (Optional):364801890

Address: WeWork, Portland Street, Boston, MA

City: State: Zip: 02114

Telephone No.: FAX No.: Email:+1 617-221-7872 leona@plotbox.io

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

Total Bid Discount (section 1.05 of General Conditions):

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

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

Addendum Date Issued Addendum No. Date Issued No.

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

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

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

Submitted by:

Name (printed) LEONA MCALLISTER

Signature Coma Mullistur

Date MAY 14, 2020

Title CHIEF COMMERCIAL OFFICER

Revised 4/28/2020

## **SECTION VI - COST PROPOSAL PAGE**

Proposer: PlotBox Inc

Name: Leona McAllister

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

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

## Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

## Software Solution:

1. Annual Software License Cost (up to 10 users) \$26,400

(for PlotBox Pro calculated at \$220 per month per user, including Dashboard, Records, Deeds, Plots, Contracts, Contract Finance, Booking Schedule, Mapping Module, Work Orders etc. as per the response to your requirements). Additional modules such as the CRM would be extra. You can also reduce the package if you want to start with less.

2. One-time Implementation Fee (including Training, Travel etc.) \$14,061

(not including migration cost detailed below)

3. Annual Software Maintenance Cost (fixed price for term) <u>\$0</u> (The above annual subscription fee includes hosting, support and upgrades)

## Data Conversion and Migration (see sections 3.2.1, 3.2.2, 3.4.7 and 4.2.4 for details):

4. Data Conversion/Migration from previous software solution \$30,500 (anticipating the migration of Records (Deceased Records, Burial/Event details (no diary entry), Deeds of Property) Plots (Key Plot Information, Purchase Information, Interments, Work Orders) Financials (Historic

Contacts, Contract Items, Payments, Fees)

Data Conversion/Migration from manual tracking system \$

We have not seen the spreadsheets and we don't know how many there are, therefore we cannot provide a fixed cost for the migration. We recommend a workshop to discuss the data and what needs to come over and how much data there is. When migrating from multiple sources there can be complexities such as potential duplicates and unique identifiers to marry the data, therefore, it's crucial to analyse this information to estimate the effort. It could be as little as \$5K or several times that amount.

Total Project Cost \$70,961 (1st year (One off set up fees plus 1 year subscription)

Please see appendix 5b pricing spreadsheet for a more detailed breakdown.

Submitted by:

LEONA MCALLISTER

Name (printed)

May 14, 2020

Date

Docusigned by:
LLONA MULLISTER
3D5DB06BED5545E...

Signature

**Chief Commercial Officer** 

Title

	One-off cost	Annual Fee
Project Management	\$6,361	
Set up and Configuration of System	\$3,500	
Staff Training	\$4,200	
Migration of Existing Data from CFS only	\$30,500	
Migration of Existing Data from Manual Spreadsheets	?	
Hosting Cost (if required)		\$0
Everafter for deceased record searches	\$0	\$0
Annual Licence Fee for 10 users total		\$26,400
Annual Maintenance/Upgrade		\$0

Total \$44,561 \$26,400

## **Additional optional costs**

	One off	Annual
Financial integration from PlotBox (export/import)	\$5,000	
High resolution map using drones	\$14,700	
Digitising existing paper maps and making them		
interactive online	\$33,320	
Onsite Verification/Mapping Audit (Price based		
on 40+ acres)	\$1200 per acr	e

## Comments

Includes discovery (1 day). Includes year 1 Subscription (licence) cost for 10 users.

20 hours online (additional online/onsite training upon request)

Data migration price is based on three phases 1. Data Analysis, 2. Data

We have not seen the spreadsheets and we don't know how many there are, therefore we cannot provide a fixed cost for the migration. We recommend a workshop to discuss the data and what needs to come over and how much data there is. When migrating from multiple sources there can be complexities such as potential duplicates and unique identifiers to marry the data, therefore, it's crucial to analyse this information to estimate the effort. It could be as little as \$5K or several times that amount.

Included in Annual Subscription Fee.

Included at no cost.

\$220 per user per month for PlotBox Pro with Work Orders

Included in Annual Subscription Fee.

## Comments

Recommend a workshop to determine best approach and get exact specification to understand level of integration. This is an estimate as we were unable to ascertain the level and detail of integration required.

Optional but recommended for accuracy. By using your existing maps and overlaying these to the accurate drone maps you will ensure a future proof mapping solution. Based on 98 acreas at \$150/acre rate.

Based on paper maps provided. The end result will be that your maps are digitised AND Interactive (this is an important distinction as not all other vendors offer interactivity where you can click on a plot and view data). We assume a certain number of maps (around 10%) will not be uniform especially on older sections so there may be some areas that are not able to be made interactive and so they would benefit from the task below (onsite verification). for these areas we can still overlay and best fit the paper map for guidance. We can do this for all acres (i.e. 98 acres x \$340 = \$33,320) or we could do only your operational sites depending on budget and need.

This is optional not necessary when you get the above drone and map overlays. It is a valuable process if you want to find inventory, find and address issues etc. There are a few options to achieve it- 1. you can use our technology to do this yourselves 2. We can send a team to do anything from 30 plus acres for you or 3. We could project manage some members of your team so we wouldnt come onsite but we could train, manage the workload and quality check the work remotely. As far as we are commercially aware, we are confident in say no other vendor offers this service or the technology to be able to carry out this valuable task.

# RFP # 12344-805-C19 - Cemetery Management Software Non-Disclosure and Confidentiality Agreement

It is hereby understood and agreed that:

- The City of Fort Lauderdale, hereinafter referred to as the "City", is providing the cemetery
  data in the form of an MSSQL database, hereinafter respectively referred to as "data" and
  "database", to the bidder specified below and subject to the terms of this Non-Disclosure
  and Confidentiality Agreement.
- All data contained in the database is confidential in nature and is intended only for the use
  of the below signed bidder. All data is and will remain the property of the City.
- The data contained in the database must only be used in the development of bidder proposal
  for the City's cemetery software solution solicitation, RFP # 12344-805-C19. Any misuse or
  divulging of the data beyond its intended use may be subject to penalties under applicable laws.
- None of the data may be copied in part or in whole without the prior written agreement of the City of Fort Lauderdale.
- All bidder employees or associates using this data in part or in whole have a responsibility
  to ensure that none of the data, in part or in whole, is disclosed, duplicated, or transcribed
  in any way in contravention of this Non-Disclosure and Confidentiality Agreement.
- Bidder agrees to indemnify and hold the City harmless from and against any and all damages the City may suffer as a result of the disclosure or use of any Confidential Information in violation of this Agreement, or other violation hereof, including consequential damages, costs of litigation and collection, and attorneys' fees.
- The data shall remain the property of the City and shall be certified in writing by the bidder that it has been destroyed, after it was used for the development of the bidder proposal.
- The Bidder acknowledges that any violation or threatened violation of this Agreement may
  cause irreparable injury to the City, for which monetary damages may not be a sufficient remedy;
  and that the City will be entitled, without waiving any other rights or remedies to such injunctive
  or equitable relief as deemed appropriate by a court of competent jurisdiction.
- Venue shall lie in the 17th Judicial Circuit, Broward County, Florida, in the appropriate court
  or before the appropriate administrative body, or in the event of federal jurisdiction, in the
  Southern District of Florida.

Proposer:	PlotBox Inc
Company or Organ	nization:
Contact Name:	eona McAllister
Contact Signature	:
Contact Title: Ch	ief Commercial Officer
Mailing Address: _	WeWork 200 Portland St, Boston, MA 02114, United
Phone: <u>+1 857</u>	
E-mail Address of	
	OANA #00

## **NON-COLLUSION STATEMENT:**

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

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

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

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

- 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).
- 3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

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

<u>NAME</u>	<u>RELATIONSHIPS</u>

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



5/15/2020 BidSync

-

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

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

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

(a) Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Docusigned by:
Leona Mullister
Authorized Signature

Leona McAllister CCO
Print Name and Title

May 14, 2020

Date

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## **CONTRACT PAYMENT METHOD**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

MasterCard	
PlotBox Inc. Company Name	
Leona McAllister Name (Printed)	Lona Millister Signationee D5545E
May 14, 2020 Date	cco Title

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## LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1)	Business Name	is a <b>Class A</b> Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt <u>and</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
(2)	Business Name	is a <b>Class B</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt <u>or</u> a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.
(3)	Business Name	is a <b>Class C</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.
(4)	Business Name	requests a <b>Conditional Class A</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
(5)	Business Name	requests a <b>Conditional Class B</b> classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.
(6)	PlotBox Inc. Business Name	is considered a <b>Class D</b> Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.
BIDDER	'S COMPANY: PlotBox Inc.	
AUTH	ORIZED COMPANY PERSON:	Leona McAllister  NAME  Docusigned by:  May 14,2020  DATE  DATE

## ACORD®

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer	rights to the certificate holder in lieu of si	uch endorsement(s).				
PRODUCER		CONTACT NAME: Susan Gordon				
Fred C. Church Insurance 41 Wellman Street		PHONE (A/C, No, Ext): 978-322-7140	FAX (A/C, No): 978-454	4-1865		
Lowell MA 01851		E-MAIL ADDRESS: sgordon@fredcchurch.com				
		INSURER(S) AFFORDING COVERAGE		NAIC#		
		INSURER A: Twin City Fire Insurance Co.		29459		
NSURED Plotbox, Inc. 200 Portland Street Boston MA 02114	PLOTINC-01	INSURER B: Hartford Accident and Indemnity Com	22357			
		INSURER C:				
		INSURER D:				
		INSURER E :				
		INSURER F:				
COVERAGES	CERTIFICATE NUMBER: 2010133652	REVISION NUI	MBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD						
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.						
	F SUCH POLICIES. LIMITS SHOWN MAY HAVE		20201 10 AEE 1	TIE TEINIO,		

ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD **COMMERCIAL GENERAL LIABILITY** \$1,000,000 08SBAAB3341 6/29/2019 6/29/2020 EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE | X | OCCUR \$1,000,000 PREMISES (Ea occurrence) MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$2,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) **AUTOMOBILE LIABILITY** \$1,000,000 Α 08SBAAB3341 6/29/2019 6/29/2020 ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED OWNED AUTOS ONLY HIRED **BODILY INJURY (Per accident)** \$ PROPERTY DAMAGE (Per accident) \$ AUTOS ONLY **AUTOS ONLY** \$ **UMBRELLA LIAB** Χ Χ 08SBAAB3341 6/29/2019 6/29/2020 OCCUR **EACH OCCURRENCE** \$1,000,000 **EXCESS LIAB** \$1,000,000 CLAIMS-MADE AGGREGATE DED X RETENTION \$ 10,000 WORKERS COMPENSATION 08WECAB3X2X 4/27/2019 4/27/2020 STATUTE AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? E.L. EACH ACCIDENT \$1,000,000 N/A (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Plotbox Inc	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
200 Portland Street Boston MA 02114	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION AND Fights reserved.

(Rev. October 2018 Department of the Treasury Internal Revenue Service

## Request for Taxpayer **Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
	PlotBox, Inc.  2 Business name/disregarded entity name, if different from above											
Print or type. Specific Instructions on page 3.	of S Check appropriate box for rederal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  C Corporation S Corporation Partnership Trust/estate					Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)						
	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					Exemption from FATCA reporting code (if any)						
ec.	☐ Other (see instructions) ►	(Applies	to accou	ınts n	naintaine	d outsic	e the U.S.)					
တ္တ	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name at	ster's name and address (optional)				_						
See	200 N Broadway											
0)	6 City, state, and ZIP code											
	Turlock CA 95380											
	7 List account number(s) here (optional)											
Pa	Taxpayer Identification Number (TIN)							_				
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid  Social sec	ırity r	umbe	r				٦				
	up withholding. For individuals, this is generally your social security number (SSN). However, for a	7						Ħ				
resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other		-			-							
entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.								Ц				
,	<del></del>	identification much or										
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.				er identification number								
Varris	3 6 -	4	8	0	1 8	3 9	0					
Pai	t II Certification											
Unde	r penalties of perjury, I certify that:							_				
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be iss	ed to	o me):	an	d							
2. I a	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been no	tified	by th	e Ir	terna							
	rvice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c)	he IF	S has	no	tified	me t	hat I an	1				

- no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

Signature of U.S. person ▶

CFO – PlotBox Inc.

05/14/2020

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

## **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. CAM #20-0702

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By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Fnities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## **Backup Withholding**

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## **Penalties**

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

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**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

#### Specific Instructions

#### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
Individual     Sole proprietorship, or     Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single- member LLC
LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
Partnership	Partnership
Trust/estate	Trust/estate

#### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12-A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

#### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN** in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

#### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

#### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:					
1. Individual	The individual					
Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>					
Two or more U.S. persons     (joint account maintained by an FFI)	Each holder of the account					
Custodial account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>					
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>					
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>					
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>					
7. Grantor trust filing under Optional	The grantor*					
Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))						
Regulations section 1.671-4(b)(2)(i)	Give name and EIN of:					
Regulations section 1.671-4(b)(2)(i) (A))	Give name and EIN of: The owner					
Regulations section 1.671-4(b)(2)(i) (A))  For this type of account:  8. Disregarded entity not owned by an						
Regulations section 1.671-4(b)(2)(i) (A))  For this type of account:  8. Disregarded entity not owned by an individual	The owner					
Regulations section 1.671-4(b)(2)(i) (A))  For this type of account:  8. Disregarded entity not owned by an individual  9. A valid trust, estate, or pension trust  10. Corporation or LLC electing corporate status on Form 8832 or	The owner  Legal entity <sup>4</sup>					
Regulations section 1.671-4(b)(2)(i) (A))  For this type of account:  8. Disregarded entity not owned by an individual  9. A valid trust, estate, or pension trust  10. Corporation or LLC electing corporate status on Form 8832 or Form 2553  11. Association, club, religious, charitable, educational, or other tax-	The owner  Legal entity <sup>4</sup> The corporation					

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
<ol> <li>Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))</li> </ol>	The trust

- <sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- <sup>2</sup> Circle the minor's name and furnish the minor's SSN.
- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

#### **Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

• Protect your SSN.

BidSync

- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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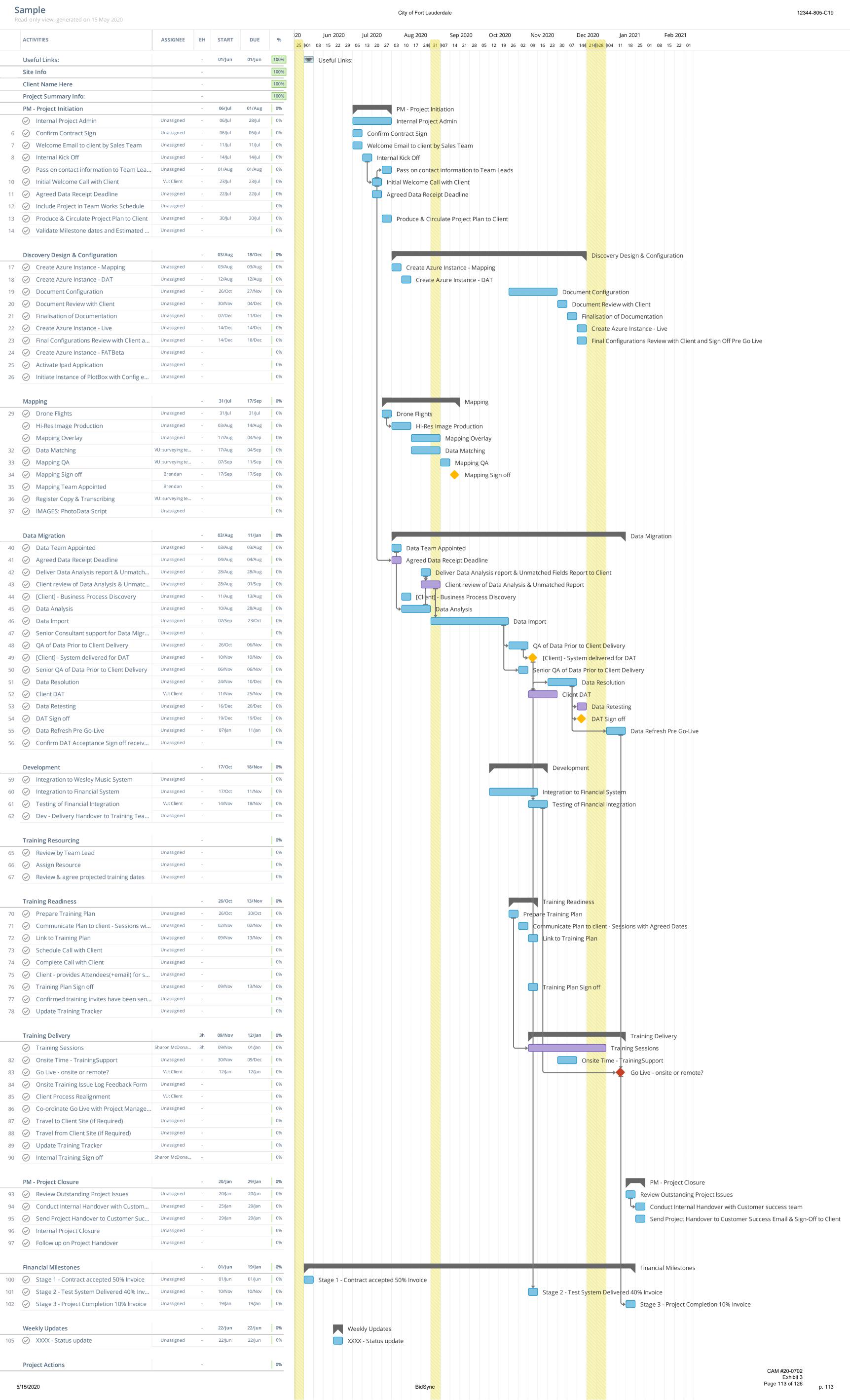
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



#### **BID/PROPOSAL CERTIFICATION**

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

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

Company: (Legal Registration) PlotBox IncEIN (Optional):

Address: 200 Portland St

City: BostonState: MAZip: 02114

Telephone No.: 6172217872FAX No.: Email: neil.sherrin@plotbox.io

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions):
Total Bid Discount (section 1.05 of General Conditions):
Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions):

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

Addendum No. Date Issued Addendum No. Date Issued Addendum No. Date Issued

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

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

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

Submitted by:

Neil Sherrin Name (printed) **NSherrin** Signature

**05/14/2020** Date

**VP Business Development N AMerica** Title

Revised 4/28/2020

#### **SECTION VI - COST PROPOSAL PAGE**

Proposer: PlotBox Inc

Name: Leona McAllister

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

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

#### Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

#### Software Solution:

1. Annual Software License Cost (up to 10 users) \$26,400

(for PlotBox Pro calculated at \$220 per month per user, including Dashboard, Records, Deeds, Plots, Contracts, Contract Finance, Booking Schedule, Mapping Module, Work Orders etc. as per the response to your requirements). Additional modules such as the CRM would be extra. You can also reduce the package if you want to start with less.

2. One-time Implementation Fee (including Training, Travel etc.) \$14,061

(not including migration cost detailed below)

3. Annual Software Maintenance Cost (fixed price for term) <u>\$0</u> (The above annual subscription fee includes hosting, support and upgrades)

#### Data Conversion and Migration (see sections 3.2.1, 3.2.2, 3.4.7 and 4.2.4 for details):

4. Data Conversion/Migration from previous software solution \$30,500 (anticipating the migration of Records (Deceased Records, Burial/Event details (no diary entry), Deeds of Property) Plots (Key Plot Information, Purchase Information, Interments, Work Orders) Financials (Historic

#### **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

## THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort\_lauderdale/codes/code\_of\_ordinances?nodeld=COOR CH2AD ARTVFI DIV2PR S2-186LOBUPRPR

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

- 1. Class A Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 2. Class B Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
- 3. Class C Business shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
- 4. Class D Business shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

#### **Laurie Platkin**

From: Neil Sherrin < neil.sherrin@plotbox.io > Sent: Wednesday, July 15, 2020 12:22 PM

To: Laurie Platkin
Cc: Leona McAllister

**Subject:** Re: [-EXTERNAL-] Re: 12344-805-C19 - Cemetery Management Software System - BAFO - PlotBox **Attachments:** Escrow as a Service\_Replicate.pdf; Assuring business critical applications.pdf; EPSON004.PDF

**Follow Up Flag:** Follow up **Flag Status:** Flagged

#### Hi Laurie

Many thanks, noted on item 4, I've added 'included' into the table itself for items 3 and 6, and entered the quote for Escrow on item 5 as attached. I was trying not to ruin the calculation by adding text to the pricing cells, but its unaffected...I didn't know that was possible to be honest!

To recap, the proposed annual license fee for each of your users has been reduced from \$220 per user per month to \$190 per user per month, which represents a total *saving of \$3,600 annually (based on the original 10)*. One time project fees are consistent with the initial response with the exception of the new addition of Escrow.

A little more detail on Escrow...

- Our partner NCC is www.nccgroup.com, should you wish I can introduce you to our contact
- The quote is for EaaS Replicate+ Agreement (including source code). Includes annual deposit of replica cloud environment plus one standard source code deposit. Additional services are available from NCC depending on your exact requirements
- NCC's proposed \$4,000 cost is annual, PlotBox's \$3,150 fee is one time
- I've attached some further information from NCC themselves

If there is anything more you need from us, just let me know.

Best wishes Neil

Neil Sherrin

VP Business Development N. America

PLOTBOX

Join the Community Forum
Phone - (+44)28 25821005
Web - www.plotbox.io

On Tue, 14 Jul 2020 at 15:16, Laurie Platkin < LPlatkin@fortlauderdale.gov > wrote:

Thank you, Neil.

					PI	ot	Вох
#	Item Description	Qty.	U/M		Jnit Price		Extension
	Software Solution and Data Conversion/Migration:						
1	Annual Enterprise Software License Cost (10-users) - Modules to Include Track and Manage Multiple Cemeteries; Accounting; Track & Manage Accounts Receivable; Audit Trail Tracking; Customization: (1) Between Modules, (2) of Security Group Tiers, (3) of Management Dashboard; Report and Query Generation; Cemetery Mapping; Sales and Tracking Lot Sales; Document Creation; Mobile Technology Support; Scheduling: Interments/Events; Tracking Assigned Staff and Maintenance	1	Lump Sum	\$	22,800.00	\$	22,800.00
1A	Annual Cost of Licenses - Additional Users 11-15: 5 Users @ \$190 per user per month. (190 x 12) - \$2280/year. Users can be added at any point.	5	Each	\$	2,280.00	\$	11,400.00
2	One-time Implementation Fee (including Training, Travel etc.)	1	Lump Sum	\$	14,061.00	\$	14,061.00
3	Annual Software Maintenance Cost (fixed price for term)		Lump Sum	Included		Included	
4	One-time Data Conversion/Migration from previous software solution	1	Lump Sum	\$	35,500.00	\$	35,500.00
5	Escrow Services for Software (\$4,000 payable to Escrow partner, NCC (annual fee), and \$3,150 to PlotBox (one Time Fee)		Lump Sum	\$	7,150.00	\$	7,150.00
6	Ongoing Client Data Back-Up	1	Lump Sum		Included		Included
	TOTAL						90,911.00
Additional Items:							
7	Annual Enterprise Software License Cost (15-users) Years 2-5	4	Each	\$	34,200.00	\$	136,800.00
8	Escrow - Years 2-5	4	Each	\$	4,000.00	\$	16,000.00
9	Additional Liscense Per Year	1	Each	\$	2,280.00	\$	2,280.00
10	See additional items from original proposal.	1	Each	То	Be Determined		To Be Determined

PROPOSER'S NAME: Neil Sherrin, PlotBox

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

Cost to the City: Contractor shall quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

#### Notes:

Attach a breakdown of costs including but not limited to labor, equipment, materials and parts.

Failure to use the City's COST PROPOSAL Page may deem your proposal non-responsive.

#	Item Description	Qty.	U/M	u	Init Price		Extension	
Software Solution and Data Conversion/Migration:								
1	Annual Enterprise Software License Cost (10-15 users) - Modules to Include Track and Manage Multiple Cemeteries; Accounting; Track & Manage Accounts Receivable; Audit Trail Tracking; Customization: (1) Between Modules, (2) of Security Group Tiers, (3) of Management Dashboard; Report and Query Generation; Cemetery Mapping; Sales and Tracking Lot Sales; Document Creation; Mobile Technology Support; Scheduling: Interments/Events; Tracking Assigned Staff and Maintenance	1	Lump Sum	\$	22,800.00	\$	22,800.00	10 users @ \$190 per user per month, users can be added at any point.
2	One-time Implementation Fee (including Training, Travel etc.)	1	Lump Sum	\$	14,061.00	\$	14,061.00	
3	Annual Software Maintenance Cost (fixed price for term)	1	Lump Sum	\$	-	Inclu	ded	
4	Data Conversion/Migration from previous software solution	1	Lump Sum	\$	30,500.00	\$	30,500.00	
5	Escrow Services for Software	1	Lump Sum	\$	7,150.00	\$	7,150.00	\$4,000 payable to our Escrow partner, NCC (annual fee), and \$3,150 to PlotBox (one time fee).
6	Ongoing Client Data Back-Up	1	Lump Sum	\$	-	Inclu	ded	
				SI	JB-TOTAL	\$	74,511.00	
L	Additional Items:							
7	Cost of Additional License	1	Each	\$	2,280.00	\$	2,280.00	Add additional users as required at any point.
8		1	Each			\$	-	Optional services, costs and details are outlined in the original response.
9		1	Each			\$	-	
L	TOTAL \$ 76,79						76,791.00	

Should you have additional line items, please place on an additional sheet in similar format.

Submitted By:	
NEIL SHERRIN Name (Printed)	Signature
JULY 15 2020 Date	VP BUSINESS DEU N. AMERICA
Company Name: (Legal Registration)	Date 7020



# NCC Group Assuring business critical applications

## NCC Group



We have over
20 agreement
templates in
10 jurisdictions

10,000
Deposits made each year

Our services are used in more than different countries

Customers Worldwide

Each member of our in-house technical team has an average of over 7 years service and delivery of over 250 verifications

Our account managers have an average of 5 years experience





We deliver 5,000 days of verification testing and technical consultancy a year

We protect more than

**12,000** software applications

Our legal team have delivered

**15,000** agreements

Trusted relationships with more than

Total Control of technology partners worldwide

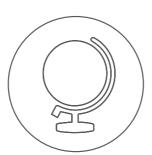
## What makes NCC Group different



#### Established reputation

For more than 30 years we have been protecting business critical applications.

- Our experience in the industry has shaped the escrow market and driven the awareness of business continuity planning.
- We have a recognisable reputation for providing long-term, credible solutions.
- We are a trusted, independent third party and manage our relationships in a transparent way.
- More than 18,000 customers chose to work with NCC Group.
- We are depended on to protect more than 12,000 software applications.



#### Global reach

Our presence and local knowledge allows us to support customers on a global scale.

- We operate from over 35 offices across Europe, North America, Asia-Pacific and Middle East.
- Our services are used in more than 135 countries.
- Our Global Accounts Team specialise in managing customer's global agreement portfolio and their supply chain of technology partners.
- Our specialist Partner Team work with global software suppliers to ensure they provide continuity services to end users.



#### Client management

We value our relationships and are open and honest with all parties that we work with.

- We appoint dedicated Account Managers with an average of 5 years' tenure at NCC Group to oversee the day-to-day running of our customers' agreement and testing services.
- Our specialist Partner Team work with software suppliers to ensure a smooth delivery of NCC Group services to end users.
- All resources and expertise are in-house meaning that we can be responsive and appoint a subject matter expert with industry knowledge and experience.
- Our Customer Success Team ensure that you receive the best service and value from NCC Group.



#### Relationships

With more than 18,000 customers we manage a vast network of customer and software supplier relationships.

- As an independent third party we actively encourage participation from all parties.
- We understand a customer's need to have a robust business continuity plan in place.
- We protect the IP for more than 7,000 software suppliers.
- We have a dedicated Partner Team to specifically manage and understand the needs of our new and existing software suppliers.



### Technical capability

We are flexible and responsive to our customer's needs. Using our technical knowhow, we create, tailor and adapt our services to find the best solution that fits.

- Each member of our in-house technical team has an average of over 7 years service and delivery of over 250 verifications at NCC Group.
- Our Verification Consultants are based on-site to deliver a better service and provide advice throughout the testing process.
- Our team of Solutions Architects design bespoke technical solutions for complex strategic requirements.
- We deliver 5,000 days of verification testing and technical consultancy each year.
- We support our software suppliers by working together to find better ways of testing and gaining efficiencies through our services
- We use our technical capability to evolve our services and adapt with emerging trends in the technology sector.



#### Legal service

Our global legal team are experts in advising on escrow agreements making us best placed to support those in need of advice.

- Our in-house legal team has delivered more than 15,000 agreements.
- We appoint a dedicated member of our legal team to support both parties and encourage negotiation of the agreement terms.
- We set foundations for the agreement, providing clear rules of engagement and practice for all parties
- Our legal expertise allows us to offer over 20 different escrow agreement templates in over 10 jurisdictions.
- With over 60% of our agreements including tailored terms we are flexible to find a solution that works for everyone and provides longevity.
- Our agreements are proactively reviewed by our legal team on a regular basis to ensure they have the most up to date terms in relation to legal developments, compliance and changes in legislation.



## Thought leadership

We are regarded as a leader in risk mitigation and business continuity.

- We provide regulatory, technical and legal best practice advice, giving customers the right information to support their choice of business continuity plan.
- We are valued for our forward thinking approach to regulatory compliance and service development.
- We are innovative with our product development ensuring that our services move with the changing technology landscape.
- In 2016 we formed a team of sector specialists to proactively research industry, technology and regulation updates to provide our customers with the latest insights.



## Security

NCC Group is a global expert in cyber security and risk mitigation, working with businesses to protect their brand, data, intellectual property (IP) and reputation.

- Our technical expertise are in-house ensuring that NCC Group's security best practices and processes are adhered to at all times.
- We process more than 10,000 source code deposits in-house every year reducing the risks associated with handling IP
- Our global network of vaults has the highest security specification.
- Supported by NCC Group's Cyber Security division we ensure that the highest security measures are adopted throughout the business.
- Our accreditations demonstrate our commitment to best practice standards.

CAM #20-0702
Assuring business critical applications
Page 123 of 126

## Escrow & verification

#### **Escrow**

Escrow assures the long-term availability of business critical software and applications for customers while protecting the intellectual property rights (IPR) of software suppliers.

However, what would happen if the software supplier is unable to support or maintain the software following a merger, acquisition, legal dispute or insolvency? How can all parties be protected?

The source code for the software, the expertise to implement it and the rights to the software belong to the software supplier. A software escrow solution is a simple and effective arrangement designed to mitigate risk and protect all parties involved providing a fundamental level of security, protecting business continuity.

NCC Group's escrow services ensure that source code is held securely with both the customers's and software suppliers's agreement, ensuring that the material can be accessed and released should the need arise.

#### Verification

An escrow arrangement provides the protection and assurance that the source code is accessible. However, it cannot guarantee that the building blocks required to continually maintain and support business critical applications have been captured.

What happens if the material deposited is not complete or incorrect?

Software verification assures the quality of the source code behind vital applications, providing assurance that should it ever need to be recreated from the original source code, the knowledge and guidance to do so will

Customers are assured that they will be able to take over the maintenance and service of their source code if necessary. Software suppliers can reassure their customers by demonstrating their commitment to best practice.

#### Source code verification

We recommend that further verification is carried out to guarantee that all the required files and instructions have been deposited and that the material held can be effectively used in a release event. Meaning that a customer can choose to carry out the maintenance and support of business critical applications in-house or engage with another software supplier.

Entry Level Verification: Provides assurance that the source code deposited under an escrow agreement is correct and complete by ensuring that the deposit can be built into the working system. We observe the complete build of the application at the software supplier's site and document every detail of the environment and build process in a comprehensive report which acts as a detailed handbook, describing all steps involved in building the source code into the working application.

Independent Build Verification: Is recommended where source code maintenance would be undertaken by a third party on behalf of the customer in the event of release. It provides the additional assurance that the build can be completed in an independent secure location by a third party and can be fully tested by the customer at their site. In addition to the documentation of the build process, the report also provides information on the technology stack involved with a rebuild, which will assist with the selection of a suitable third party.

User Assured Verification: Is recommended where source code maintenance would be undertaken by the customer in a release event. It provides additional assurance that the build can be repeated in the customer's environment. We will collect the source code and build it at the software supplier's site, then build and install it at the customer's site.

#### Secure Verification

Secure verification extends our traditional verification approach by providing an independent assessment that any security vulnerabilities within the application source code are identified and analysed. This independent assessment ensures that any critical vulnerabilities can be identified and rectified.

Secure verification methodology

Identifying security vulnerabilities in a source code escrow deposit is accomplished through Static Application Security Testing (SAST). The primary objective is to gain an understanding of the software's behaviour and uncover security, privacy and quality defects.

Commercial SAST solutions now offer numerous methods of integration with various development processes and support systems, such as continuous integration, bug trackers, revision control and peer code

However, NCC Group routinely encounters ineffective or suboptimal static analysis deployments that either fail to accommodate the requirements of a secure software development lifecycle (SDLC) or tend to impose a significant burden on development teams, leading to disengagement and patterns of misuse. These shortcomings frequently result in the SAST solution failing to serve its primary purpose, to improve software security.

Secure verification benefits:

- Fully Managed Service A skilled and experienced NCC Group Security Consultant will fully manage the secure verification, producing a comprehensive report of the scan results allowing a developer to carry out any remediation work.
- Market Leading Technologies We utilise market leading enterprise code verification and tools to perform code analysis on a wide variety of programming languages, providing accurate and valuable results which are reviewed before being made available.
- Result Validation We assign a Security Consultant with the suitable experience and exposure, to carry out a secure verification. Manual validation will follow, along with the removal of any false-positives.

#### Virtual Machine (VM)/Container(C) deposits

It is popular for software suppliers to include a VM/C into escrow to add an extra level of assurance to a deposit. A VM/C deposit will contain the application's source code (i.e. a backup of a source code repository) and in some cases the build environment required to compile the source code.

The testing carried out on a typical VM/C deposit provides peace of mind that the VM/C can be copied and restored, that any passwords required are available and that they can be utilised in a release event. NCC Group also checks if the VM/C can be accessed, contains source code and that the deposit material has been checked to ensure it is virus free.

## Escrow as a Service (EaaS)

#### EggS Access

EaaS Access is a service to meet the needs of customers who have their own independent database and instance of a cloud hosted software application (single-tenanted environments). EaaS Access provides the customer with the necessary information needed to access the live environment of their cloud software application in the event of software

The access credentials, such as administrative usernames or/and passwords, are transferred from the software supplier to NCC Group for safe storage within our secure vault. We also provide the option to store a copy of the cloud software source code as part of the same agreement.

The three party legal agreement ensures that the software supplier provides NCC Group with these access credentials (and associated materials) each time they are changed or updated. NCC Group will release these assets to the customer upon the release clauses of the contract being reached.

#### **EaaS Replicate**

EaaS Replicate is a service to meet the needs of customers where a single software application is shared or used within multi-tenanted environments in addition to meeting the needs of customers with singletenanted environments. EaaS Replicate will give the customer access to a separately hosted and mirrored instance of their individual organisations software and unique data in the event of a software supplier failure.

The process consists of the software supplier transferring a copy of the customers' cloud environment to NCC Group for physical and digital storage within NCC Group's vault and secure cloud respectively. The monitoring of NCC Group's cloud environment by the Group's Security Operations Centre (SOC) provides an even higher level of assurance that the customers asset remain secure.

As part of the service, there is the option to include and verify the software specific source code and associated materials within escrow.

#### EaaS verification

EaaS verification provides the customer with reassurance that should the software supplier fail, access to verified deposits, the documented processes and supporting information is provided.

Access Verification: The Access verification provides independent assurance that the global administrative access credentials held within escrow are valid and can be used to access the live production environment. The verification exercise verifies the global administrative access credentials to the system environment are valid, complete and correct at the time of testing. The resulting deposit ensures the global administrative access credentials of the live production hosted system are

**Architecture Verification:** The Architecture Verification provides independent assurance of the processes and procedures required to access and maintain the client's production environment in the event of software supplier failure. The verification exercise verifies the live production environment and documents the tasks, information and knowledge that would be required by the customer if they were to take legal ownership of and continue to operate the live production environment. The resulting deposit ensures the global administrative access credentials of the live production environment are held with any other appropriate information or materials.

Replicate Verification: Strongly recommended for all business critical cloud hosted applications. The Replicate Verification provides independent assurance of the processes and procedures required to rebuild and restore a copy of the applications environment in the event of software supplier failure. During the Replicate Verification exercise, NCC Group will observe and document the software supplier demonstrating that the material being placed in escrow can be deployed into the cloud environment in which the business critical application can be run.

Replicate+ Verification: Strongly recommended for all business critical cloud hosted applications. The Replicate+ Verification provides independent assurance of the processes and procedures required to maintain and run an applications supporting cloud environment in the event of software supplier failure. During the Replicate+ Verification exercise, NCC Group will observe and document the software supplier demonstrating that the material being placed in escrow in addition to the application specific source code, can be deployed into the cloud environment in which the business critical application can be run.

#### EaaS for AWS and Azure

Escrow as a Service is a continually evolving solution, which is enhanced by mutual innovation through our partnerships with market leading cloud service providers, enabling NCC Group to solve customer problems.

NCC Group is a registered Technology Partner with Amazon Web Services (AWS) and Microsoft Azure allowing us to provide both customers and software suppliers with technical assurance for the everincreasing number of systems that use the large suite of services that these cloud service providers have to offer.

As part of the EaaS solution we provide a contractual agreement, with pre agreed terms and fees, between the software supplier, software customer and NCC Group. The EaaS Access service enables the software customer to access global administrative access credentials or up-to-date copy of the data and application environment should anything happen to the software supplier.

If NCC Group is required to replicate the environment in our own AWS or Azure account through our EaaS Replicate service we will minimise the system state and the system volume to the smallest format possible when storing the various materials within to ensure cloud resources are at a minimal consumption when the system is not being used.



#### About NCC Group

With over 30 years' experience NCC Group is one of the world's leading software escrow providers protecting business critical software, data and information through escrow, both traditional and secure verification testing and SaaS continuity services.

Over 18,000 organisations worldwide benefit from our ability to offer our services under a variety of international laws and the assurance that comes from our global network of secure storage vaults across the UK, North America and Europe. Our expertise, offering and global scale are backed up by in-house technical and legal teams, guaranteeing an independent and quality service.

The principle behind our offering is clear - to protect all parties involved in the development, supply and use of business critical software applications, information and technology.

For more information from NCC Group, please contact:



## Escrow as a Service Replicate

## Cloud Resilience Made Simple

As more businesses move their critical infrastructure to the cloud, and many software suppliers adopt a cloud first strategy to deploy their solutions, they face a shared challenge of ensuring business continuity and the long-term availability of a working instance of the software.

EaaS Replicate is a service to meet the needs of customers where a single software application is shared or used within multi-tenanted environments in addition to meeting the needs of customers with single-tenanted environments.

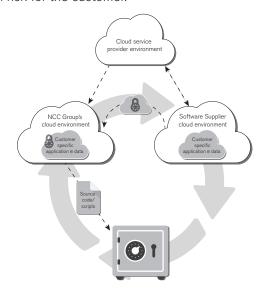
EaaS Replicate will give the customer access to a separately hosted and mirrored instance of their individual organisations software and unique data in the event of a software supplier failure.

The process consists of the software supplier transferring a copy of the customers' cloud environment to NCC Group for physical and digital storage within NCC Group's vault and secure cloud respectively.

As part of the service, there is the option to include and verify the software specific source code and associated materials within escrow.

The monitoring of NCC Group's cloud environment by the Group's Security Operations Centre (SOC) provides an even higher level of assurance that the customers assets remain secure.

The inclusion of source code into the arrangement will allow the licensed application to be further developed, reducing the potential end of life timeframe and long term risk for the customer.



#### **EaaS Replicate Verification Options**

EaaS verification provides the customer with reassurance that should the software supplier fail, access to verified deposits, the documented processes and supporting information is provided.

An EaaS Replicate verification exercise will enable NCC Group to witness and document the full creation of the cloud infrastructure required to support the licensed application, should an issue be encountered in the environment or further development be required.

Additionally, there is the option to verify the compilation of the licensed Source Code when compiled and deployed within the solution.

#### **EaaS Replicate Verification Benefits**

- Independent assurance that the material deposited in escrow contains all the relevant details needed to generate a copy of the environment and to run the application. This can be used to run a standalone version of the application with the users unique data.
- When applicable, assurance that the application specific source code and associated files can be compiled and deployed within the hosted environment.
- Independent assurance that a cloud subscription containing the applicable provisioned cloud resources are stored within escrow.

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