

**AGREEMENT FOR
AIRPORT OPERATIONS INSPECTION MANAGEMENT SYSTEM, AIRPORT
LEASE MANAGEMENT SOFTWARE, SUPPORT AND MAINTENANCE**

THIS AGREEMENT, made this ____ day of _____ 2021, is by and between the City of Fort Lauderdale, a Florida municipal corporation, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and **ProDigiQ, Inc.**, a California corporation authorized to transact business in the State of Florida, ("Contractor" or "Company"), whose address is **26500 West Agoura Road, Suite 102-796, Calabasas, California 91302** Email: info@prodigiq.com, Phone: 818-879-0035.

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Contractor shall provide a Transit Planning Platform (the "Work"), and the City and the Contractor further covenant and agree as follows:

I. DOCUMENTS

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

- A. This Contract Form P-0001.
- B. The City's General Conditions ("Exhibit A").
- C. The Contractor's Proposal, ("Exhibit B").

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

- A. First, this Agreement dated _____, 2021, and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

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

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

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

III. TERM OF AGREEMENT

The initial contract period shall commence on **August 6, 2021 and shall end on August 5, 2022. The City reserves the right to extend the contract for four additional one-year terms**, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

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

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

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the

City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

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

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement

is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

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

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

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

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

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

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

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

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

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

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local

licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

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

J. Audit Right and Retention of Records

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

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

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

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

K. Public Entity Crime Act

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

O. Conflicts

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

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

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor

agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance with Laws

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

S. Severance

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

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement

is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

To the maximum extent permitted by applicable law, Contractor and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Contractors' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

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

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

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

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform.

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

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may

be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

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

Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: _____

Approved as to form:

By: _____
Assistant City Attorney

WITNESSES:

PRODIGIQ, INC

Signature

By: _____
Anita Venkataraman, President

Print Name

Signature

Print Name

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by **Anita Venkataraman as President for PRODIGIQ, INC**, a California corporation authorized to transact business in the State of Florida.

(SEAL)

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

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

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

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS
for PROPRIETARY / SOLE SOURCE CONTRACTS**

These conditions are standard for all proprietary and sole source contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

- 1.01 DELIVERY:** Time will be of the essence for any orders placed pursuant to this Contract. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified in the Contract.
- 1.02 PACKING SLIPS:** It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.03 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.
- 1.04 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

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

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

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

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

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

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

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

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

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

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

- 1.06 SCRUTINIZED COMPANIES:** Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate this Agreement at the City’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.
- 1.07 DEBARRED OR SUSPENDED CONTRACTORS:** The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

- 2.01 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is **59-6000319**, and State Sales tax exemption number is **85-8013875578C-1**.

PART III BONDS AND INSURANCE

- 3.01 PERFORMANCE BOND:** If a performance bond is required by the Contract, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Contract, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Contract as surety for faithful performance under the terms and conditions of the Contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

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

- 3.02 INSURANCE:** The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Contract.

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

PART IV PURCHASE ORDER AND CONTRACT TERMS:

- 4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Contract specifications may be rejected and returned at Contractor’s expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Contractor’s name being removed from the City’s bidder’s mailing list for a specified period and Contractor will not be recommended for any contract during that period.
 - All City Departments being advised to refrain from doing business with the Contractor.
 - All other remedies in law or equity.

- 4.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered pursuant to the Contract shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Contract, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 4.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.
- 4.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.
- 4.05 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 4.06 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Contract, and other similar administrative procedures applicable to services rendered under this contract, shall be those of the Contractor.
- 4.07 INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 4.08 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 4.09 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel the Contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 4.11 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period

prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

- 4.12 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 4.13 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 4.14 NON-DISCRIMINATION:** The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any contract for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Contractor certifies and represents that it the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended by Ordinance C-18-33 (collectively, or revised, ("Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 4.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

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

- 4.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 4.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind,

including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Contract without the prior written consent of the City. The Contract and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.19 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

4.20 Public Records

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

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.21 WARRANTIES OF USAGE: Any quantities listed in this Contract are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.



The Most Trusted Name in Aviation Innovation

PRODIGINQ, INC. PROPOSAL

FOR

**LEASE MANAGEMENT SYSTEM FOR FORT LAUDERDALE EXECUTIVE
AIRPORT (FXE)**



To: Fort Lauderdale Executive Airport

Attn: Carlton Harrison

Assistant Airport Manager

6000 NW 21st Avenue

Fort Lauderdale, FL 33309

April 26, 2021

**RE: LEASE MANAGEMENT SYSTEM FOR FORT LAUDERDALE EXECUTIVE
AIRPORT (FXE)**

Dear Mr. Harrison:

Thank you for considering ProDIGIQ's Lease Management System (MYKONOS) for use at FXE. We appreciate the opportunity to present this proposal and look forward to the prospect of expanding our partnership with your airport.

After an analysis of FXE's needs, ProDIGIQ is proposing the following as part of this proposal:

LEASE MANAGEMENT SYSTEM (MYKONOS)

ProDIGIQ's MYKONOS has been developed to meet the unique needs of each airport and will adapt to the current business processes at FXE rather than FXE adapting to the system. MYKONOS comes with the Governmental Accounting Standards Board (GASB) Module that will allow FXE to comply with the GASB No. 87 requirements as well as a Tenant Portal which will streamline tenant compliance and enhance the lease application process.

MYKONOS' intuitive design will ensure the greatest ease of use for FXE's staff to efficiently manage the entire life cycle of leases. MYKONOS is supported with ongoing updates through the service agreement to make sure that the system does not become obsolete with the changes in technology. MYKONOS is flexible in architecture and easily customizable to support the changes in business processes during the implementation process and post implementation period. ProDIGIQ proposes to have the following features as part of the proposal:

1. Access - Available from any internet enabled device
 - a. Unlimited users
 - b. All activities will be logged
 - c. Access control with varying levels of access privileges
 - i. Read and write privileges
 - ii. User vs. administrator privileges
2. GASB Module
 - a. Centralized repository for all GASB and related lease data
 - b. Automatically produce required amortization schedules
 - c. Easily capture and track GASB data including tenant and lessor payments, Minimum Annual Guarantees (MAG) and more
 - d. Easily generate complex GASB No. 87 calculations with the click of a button
3. Tenant Portal
 - a. Automated alerts to inform key stakeholders of information uploaded by tenants
 - b. Prospective tenants can easily apply for available properties
 - c. Enhanced and comprehensive lease application process
 - d. Capability for tenants to submit a variety of required airport compliance data/documents
4. Dashboard/Analytics - Graphical snapshot of relevant KPIs and SPIs
 - a. Quickly see trends and lease breakdown such as types of by percentage, expiring leases and expiring insurances
5. Leases - Extensive array of types and sub-categories
 - a. Hangar: District Hangar, District Storage Unit, Owner Built Hangar
 - b. FBO
 - c. Customizable to the specific needs of FXE
6. Capability of tracking relevant Lease information including but not limited to:
 - a. Lease Square footage
 - b. Lease expiration
 - c. Insurance
 - d. Historical maintenance
 - e. Associated contacts
7. Mass Rent Increase - Easily filter leases and adjust rents
 - a. Quick Search by key word

- b. Advanced Search
 - i. Lease Type
 - ii. Lease Category
 - iii. Term and field to search
- 8. Alerts - Email notification of important expirations/tasks
 - a. Expiring Leases, Insurance and Security
 - b. Payment Reminders
 - c. Pending Monthly Reports
 - d. Lease Requirements
 - i. Next Rent Increase
 - ii. Insurance
 - e. Automatically notify stakeholders of expiring leases/insurance/security deposit via email
- 9. Map Feature - Map of all leasable units/land for easy management, planning and maintenance purposes
 - a. Real time depiction of the state of each unit on map by categories such as:
 - i. Monthly lease
 - ii. Vacancies
 - iii. Expiring in more than ## days
 - iv. Expiring within ## days
 - v. Expired
 - vi. Other (as requested by FXE)
 - b. Graphical library that organizes lease documents, exhibits and photos
 - c. One-click retrieval of complete lease record
- 10. Lease Document Storage
 - a. Repository of lease terms, insurance, security, rent, maintenance obligations, sub-lessee, and monthly reports
 - b. Capability to attach scanned documents and/or photos to lease record
 - c. Archiving and retrieval of digital copy of lease agreements, insurance certificates, plats, surveys, deeds, easements, security deposit documents, etc.
- 11. Historical lease record archiving
 - a. Store expired or lapsed leases in archive for quick reference and forecasting
 - b. Prevent duplicate leases from coming up in searches

- c. Simple one-click copy to auto populate new lease terms or restart lapsed tenant
- 12. Reporting - ProDIGIQ's system will include Standard and Custom reporting capabilities. ProDIGIQ will be able to configure any recurring reports that FXE needs into the system, as Standard reports, as well as provide a Custom reporting tool which will allow FXE to pick and choose data to incorporate as custom reports.
 - a. Generate custom report about lease status such as:
 - i. Types of Leases
 - ii. Leases and Insurance Expiring
 - iii. Pull specific data from various leases
 - iv. Other
 - b. Generate custom reports about unit status such as:
 - i. Monthly Lease
 - ii. Payment Status
 - iii. Expiring – More Than 90 Days, Less Than 90 Days
 - iv. Expired
 - c. Standard Reports will be configured to meet FXE's needs

There is a mandatory service agreement that will cover the following 7 functions for the MYKONOS:

1. Software maintenance
2. Software updates
3. Professional and secured hosting
4. Storage of data
5. Backup of data
6. Ongoing Quality Control and Quality Assurance
7. Ongoing tech support
 - a. ProDIGIQ's Support Center- <http://support.prodigiq.com>
 - b. Open ticket/Check ticket status
 - c. See service windows:

Severity	Description	Response	Work Effort
1. Critical	System is unavailable, resulting in a critical impact on the operation. No workaround is available.	Less than one hour	At least one person working continuously
2. Serious	The system is available but its operation is severely restricted. No workaround is available.	Less than two hours	At least one person working continuously
3. Low-to-Moderate	System is available with limitations that are not critical to the overall operation. For example, a workaround forces a user and/or a systems operator to use a time-consuming procedure to operate the system; or removes a non-essential feature.	1 business day	Work effort to be mutually agreed by the parties.

PROPOSAL PRICING (BASED ON A 5-YEAR AGREEMENT)

Pricing Includes:

1. Unlimited users at FXE
2. Unlimited concurrent users at FXE
3. Unlimited 24x7, 365 days' technical support
4. Unlimited Data Storage
5. Software Updates and Back-Ups
6. Server hosting, Support and System Maintenance
7. Ongoing Quality Control and Quality Assurance

Proposal Pricing (Based on a 5-Year Agreement)

Service	Upfront Cost	Annual Ongoing (Years 1 -5)
Includes Unlimited Licenses for FXE for:		
1. MYKONOS	\$36,000	\$10,000
2. GASB	\$6,000	\$2,500
3. Tenant Portal	\$8,000	\$3,000
Integration between ProDIGIQ's Systems	Included	Included
Map Feature	Included	Included
Advanced Analytics and Reporting	Included	Included
Custom and Standard Reporting	Included	Included
1 Hour of Virtual Training per Quarter	Included	Included
Total Before Bundle Discount	\$50,000	\$15,500
Total After Bundle Discount	\$48,000	\$13,500

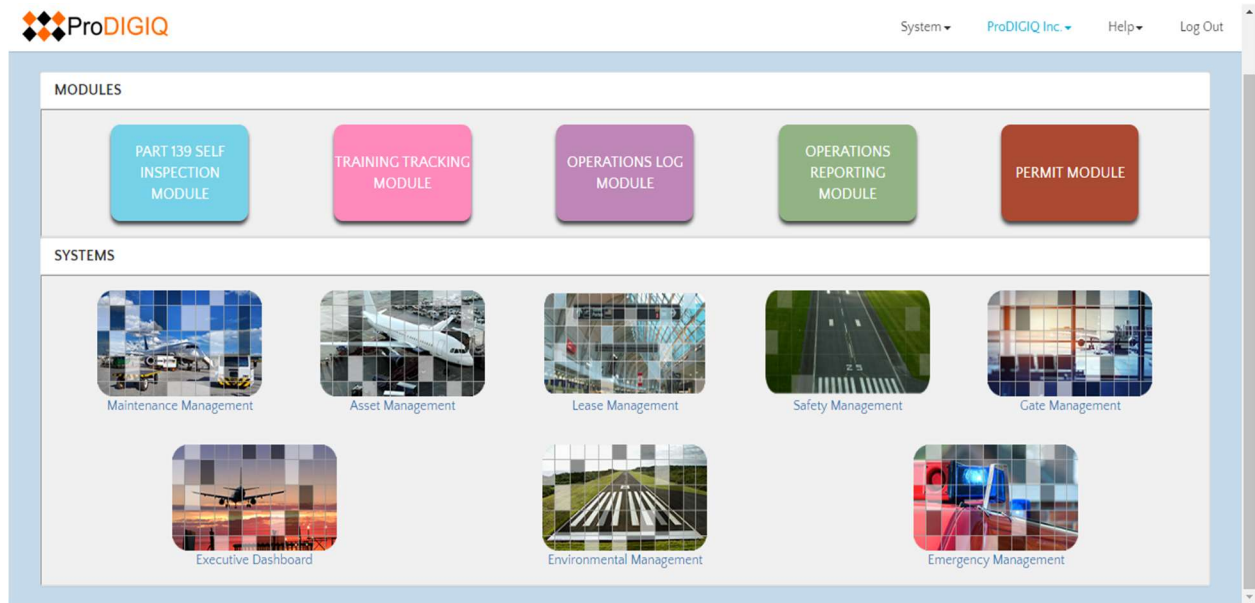
ProDIGIQ is offering the aforementioned systems/modules to FXE for an upfront cost of \$48,000 and an annual ongoing server hosting, support and maintenance cost of \$13,500 per year. For Year 1, the annual fee for MYKONOS includes server provisioning, server hosting, unlimited user licenses, unlimited data storage, backups and 24/7/265 technical support. For Year 2 onwards, the annual fee includes servers hosting, unlimited user licenses, unlimited data storage, backups, maintenance and 24/7/365 technical support. The proposed pricing is all-inclusive and includes all features mentioned in this proposal, all implementation, project management, initial training and other costs associated with the system's activation.

I hope you find this proposal acceptable.

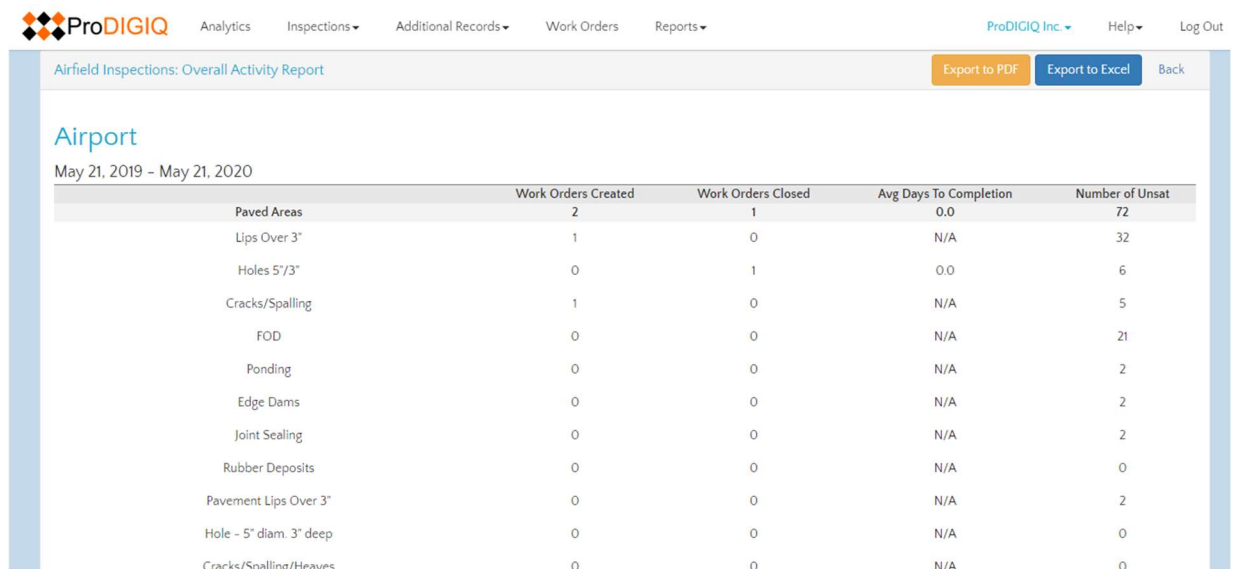
Sincerely,
Anita Venkataraman
President and CTO
ProDIGIQ, Inc.

OVERALL SYSTEM SCREENSHOTS

1.1 Single Sign-On Portal



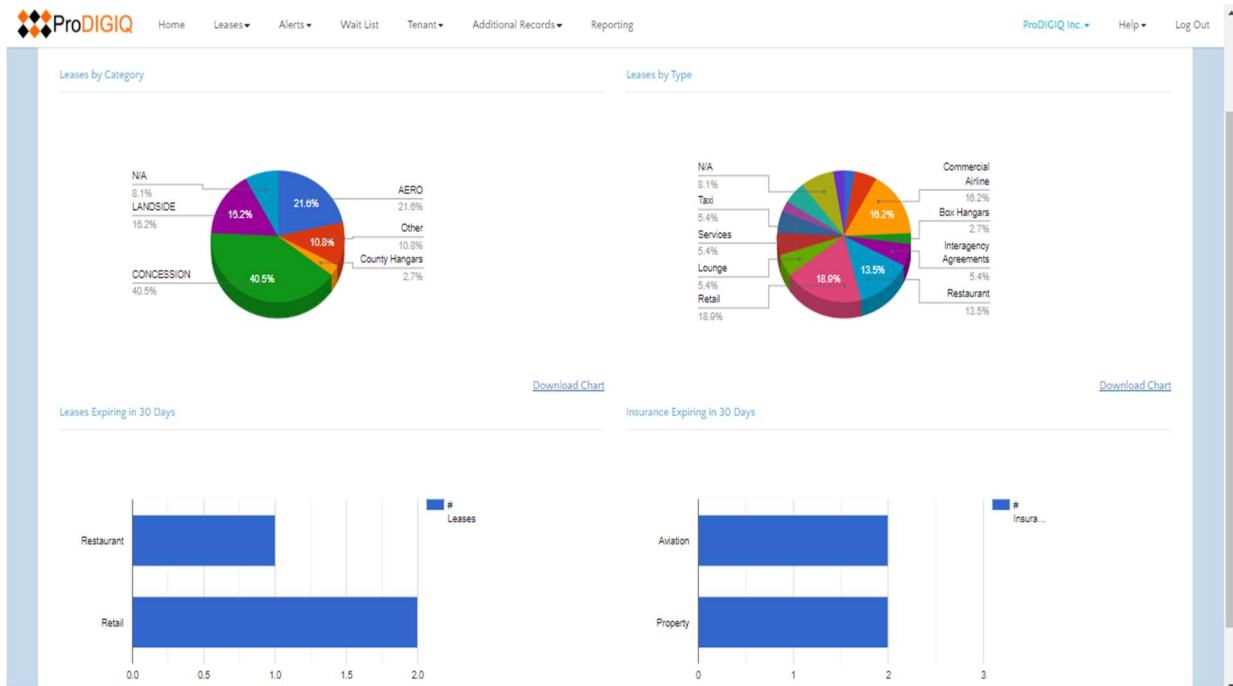
1.2 Standard and Custom Reporting



	Work Orders Created	Work Orders Closed	Avg Days To Completion	Number of Unsat
Paved Areas	2	1	0.0	72
Lips Over 3"	1	0	N/A	32
Holes 5'/3"	0	1	0.0	6
Cracks/Spalling	1	0	N/A	5
FOD	0	0	N/A	21
Ponding	0	0	N/A	2
Edge Dams	0	0	N/A	2
Joint Sealing	0	0	N/A	2
Rubber Deposits	0	0	N/A	0
Pavement Lips Over 3"	0	0	N/A	2
Hole - 5" diam. 3" deep	0	0	N/A	0
Cracks/Spalling/Heaves	0	0	N/A	0

MYKONOS SCREENSHOTS

2.1 Analytics Dashboard



2.2 Map Feature



GASB SCREENSHOTS

3.1 Easily Fill CPI Adjustments, MAG Amount, Rate of Escalation and GASB Interest Rate Fields

ProDIGIQ Analytics Leases Alerts Wait List Reports ProDIGIQ Inc. Account Help Logout

ELP - Lease Management System

Editing 576.0: Raytheon Company (7201 Montana) Close

Address/Contacts Lease Terms Rent Insurance Security Partners **GASB 87**

Information

CPI Adjustment (%):

Rate of Escalation (Years):

MAG Amount:

GASB Interest Rate (%):

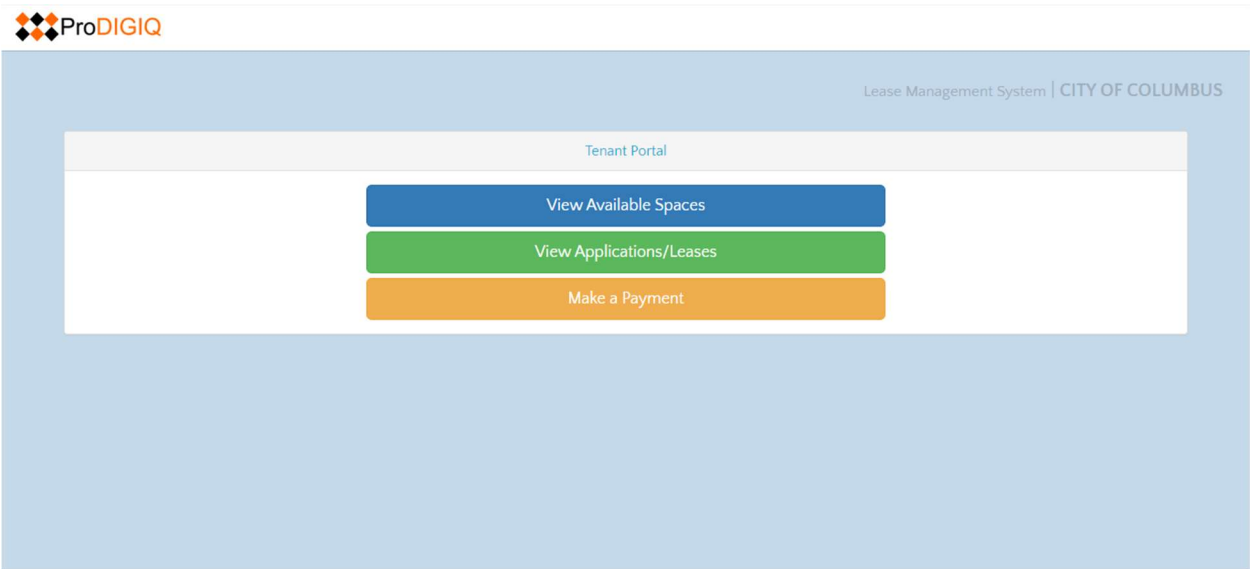
Submit

3.2 Monthly Output Report

Lease	Month	Present Value	Payment	Interest	Rent	AR Balance
Bueno Investments, Inc.		NPV: \$1,070,936.09		0%		\$1,070,936.09
	November 2019	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$1,057,022.00
	December 2019	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$1,043,107.91
	January 2020	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$1,029,193.82
	February 2020	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$1,015,279.73
	March 2020	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$1,001,365.64
	April 2020	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$987,451.55
	May 2020	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$973,537.46
	June 2020	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$959,623.37
	July 2020	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$945,709.28
	August 2020	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$931,795.19
	September 2020	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$917,881.10
	October 2020	\$13,914.09	\$13,914.09	\$0.00	\$13,914.09	\$903,967.01

TENANT PORTAL SCREENSHOTS

4.1 Prospective Tenant Can Easily View Available Spaces, Applications or Submit Payments



4.2 Visual Portrayal of Available Space





**ONGOING SERVER HOSTING,
SUPPORT AND MAINTENANCE**

FOR

**OPERATIONS MANAGEMENT AND
LEASE MANAGEMENT SYSTEM**

FOR

**FORT LAUDERDALE EXECUTIVE
AIRPORT (FXE)**





Ongoing Server Hosting, Support and Maintenance for Operations Management System

To: Fort Lauderdale Executive Airport

Attn: Carlton Harrison

Assistant Airport Manager

6000 NW 21st Avenue

Fort Lauderdale, FL 33309

April 26, 2021

RE: ONGOING SERVER HOSTING, SUPPORT AND MAINTENANCE FOR OPERATIONS MANAGEMENT AND LEASE MANAGEMENT SYSTEM FOR FORT LAUDERDALE EXECUTIVE AIRPORT (FXE)

Dear Mr. Harrison:

Thank you for considering extending the ongoing server hosting, maintenance and support for ProDIGIQ's Operations Management (SANTORINI) currently in use at FXE and adding the Lease Management System (MYKONOS). ProDIGIQ has provided 3 pricing options for the procurement of the requested ongoing server hosting, support and maintenance.

Ongoing Server Hosting, Support and Maintenance Cost

Service	Annual Cost for 1yr Agreement	Annual Cost for 3yr Agreement	Annual Cost for 5yr Agreement
SANTORINI Phase 1	\$24,300	\$22,500	\$18,000
SANTORINI Phase 2	\$36,450	\$33,750	\$27,000
MYKONOS + GASB	\$17,500	\$16,875	\$13,500
Unlimited users at FXE	Included	Included	Included
Unlimited concurrent users at FXE	Included	Included	Included
Unlimited 24x7x365 days technical support	Included	Included	Included
Unlimited Data Storage	Included	Included	Included
Software Updates and Back-Ups	Included	Included	Included
Server Hosting and System Maintenance	Included	Included	Included
Quality Control and Quality Assurance	Included	Included	Included
Map Feature	Included	Included	Included
Advanced Analytics	Included	Included	Included
Custom and Standard Reporting	Included	Included	Included
Total	\$78,250	\$73,125	\$58,500



Ongoing Server Hosting, Support and Maintenance for Operations Management System

For Year 1, the annual fee for MYKONOS includes server provisioning, server hosting, unlimited user licenses, unlimited data storage, backups and 24/7/265 technical support. For Year 2 onwards, the annual fee includes servers hosting, unlimited user licenses, unlimited data storage, backups, maintenance and 24/7/365 technical support. We look forward to hearing which option FXE would like to proceed with.

Sincerely,

Anita Venkataraman

President and CTO

ProDIGIQ, Inc. **The Most Trusted Name in Aviation Innovation**