

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

THIS AGREEMENT, made and entered into this 28th day of June, 2021, is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, Carahsoft Technology Corp., a Maryland corporation ("Contractor"), authorized to transact business in the state of Florida, and PermitRocket Software, LLC, a Florida LLC authorized to transact business in the State of Florida, jointly and severally, (collectively, "Contractor" or "Company"), whose address and phone number are 10144 SW 78th Court, Miami, Florida 33156, Phone: 702-889-9766, Email: [Jennifer.Reed@carahsoft.com](mailto:Jennifer.Reed@carahsoft.com).

WHEREAS, this Agreement is based on Contract No. Contract No. NCPA01-86 between the Contractor and the National Cooperative Purchasing Alliance dated December 3, 2018.

The initial contract term shall commence upon final execution of the contract by the City and shall be coterminous and shall end on November 30, 2021.

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

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

**WITNESSETH:**

**I. DOCUMENTS**

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

- A. Statement of Work, ("Exhibit A")
- B. Government – Price Quotation, PermitRocket Software, LLC Government at Carahsoft, No 18221095 dated February 2, 2021, ("Exhibit B").
- C. The City's General Conditions ("Exhibit C").

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

- A. First, specific direction from the City Manager (or designee).
- B. Second, this Agreement (Form P-0001) dated June 28, 2021, and any attachments.
- C. Third, Exhibit C.
- D. Exhibits A & B

## **II. SCOPE**

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

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that 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. FISCAL YEAR**

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

## **IV. COMPENSATION**

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

## **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 unpatented 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.

Cyber Liability

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

Fidelity/Dishonesty and/or Commercial Crime

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

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the City.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

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 Section 768.28, Florida Statutes.

**U. Jurisdiction, Venue, and Waiver**

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), 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](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

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

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to

perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**CC. Non-Discrimination**

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ATTEST:

*[Handwritten Signature]*

Jeffrey A. Modarelli, City Clerk



CITY OF FORT LAUDERDALE

*[Handwritten Signature]*

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

Date: 6/28/21

Approved as to form:

*[Handwritten Signature]*

By: Rhonda Montoya Hasan  
Assistant City Attorney

WITNESSES:

*[Handwritten Signature]*  
Signature

Kristina Smith  
Print Name

*[Handwritten Signature]*  
Signature

Laura Markovich  
Print Name

CARASOFT TECHNOLOGY CORP.

*[Handwritten Signature]*

By: Craig P. Abod, President

(Corporate Seal)

STATE OF ~~FLORIDA~~ Virginia  
COUNTY OF ~~Collier~~ Fairfax

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this 9<sup>th</sup> day of JUNE, 2021, by Craig P. Abod as President for Carahsoft Technology Corp., a Maryland corporation authorized to transact business in the State of Florida.



*[Handwritten Signature]*  
(Signature of Notary Public – State of ~~Florida~~ Virginia)

Elise Roell  
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

ATTEST:

PERMITROCKET SOFTWARE LLC

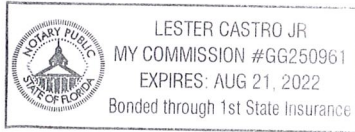
Marilyn Martin, Manager

By: Maykel Martin, Manager

(Corporate Seal)

STATE OF Florida :  
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this 11<sup>th</sup> day of May, 2021, by Maykel Martin as Manager for PermitRocket Software LLC, a Florida limited liability company.



Lester Castro  
(Signature of Notary Public – State of Florida)

Lester Castro  
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_ OR Produced Identification X  
Type of Identification Produced FL Driver Licenses

**EXHIBIT A - STATEMENT OF WORK**

# Statement of Work

Prepared For: Fort Lauderdale, FL



Statement of Work Regarding the ePermitHub Digital Plan Room  
Project for Accela Cloud Customers

01/28/2021

Valid for 120 days from the above date

Latest Update: 01/28/2021



## Table of Contents

Exhibit A - Statement of Work	3
Table of Contents	4
Statement of Work	5
Problem Statement	5
Project Objective	5
Implementation Services Overview	6
Phase 1 - Implementation Phase	6
Phase 2 - Training, User Acceptance & Go-Live Phase	7
Project Assumptions	7
Payment Terms & Delivery Schedule	9
Appendix A: Detailed ePermitHub Digital Plan Room Project Plan	12
Project Plan Overview	12
Phase 1: Implementation Phase	12
Phase 1 - Deliverable 1: Project Kick-Off and Initiation	12
Phase 1 - Deliverable 2: Digital Plan Room Provisioning	13
Phase 1 - Deliverable 3: Digital Plan Room Configuration Analysis	14
Phase 1 - Deliverable 4: Digital Plan Room Configuration	15
Phase 2: User Acceptance Testing, Training & Go-Live Phase	16
Phase 2 - Deliverable 1: User Acceptance Testing (UAT)	16
Phase 2 - Deliverable 2: Administrative and Technical Training	17
Phase 2 - Deliverable 3: End User Training	18
Phase 2 - Deliverable 4: Agency Customer Enablement	20
Phase 2 - Deliverable 5: Production Planning & Go-Live Migration	21
Phase 2 - Deliverable 6: Post-Go-Live and Transition to Company Support	22
Project Timeline Summary Table	23
Risk and Issue Management	23
Appendix B: Accela Record Types with Plan Reviews in Project Scope	25

## Statement of Work

PermitRocket Software LLC (“Company” - dba “ePermitHub”) shall perform the Services described below for the City of Fort Lauderdale, FL (“the Customer”) to implement the ePermitHub Digital Plan Room components into the Accela Civic Platform. This Statement of Work (“SOW”) defines the Services to be provided by the Company.

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

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

The Company estimates the project timeline at between five [5] and six [6] months. Please see the Project Timeline Summary Table for additional details in [Appendix A: ePermitHub Digital Plan Room Project Plan Draft](#).

## Problem Statement

The Customer currently employs a PDF-based plan review process using Accela EDR + Adobe Acrobat. PDF-based plan review has many challenges, but the main issues faced by the Customer are:

- Document control/sheet versioning challenges
- Inefficient and manual correction report development
- Difficulty quickly and accurately validating Digital Signatures on sealed plans per the Florida Administrative Code
- Slower than expected review speeds
- Inefficient collaborative environment among all stakeholders, including customers

Ultimately, these challenges reflect on the quality of customer service offered to the community. Additionally, the Customer will face increasing pressure to modernize their operational efficiency regarding plan review and approval because the construction industry is rapidly adopting advanced technologies (i.e., Building Information Model (BIM), Augmented Reality (AR), Virtual Reality (VR), mobile construction software, etc.) to conduct their business of creating our Built World. This industry technology shift is pressuring government regulatory bodies, such as the Customer, to adopt more modern and efficient plan review processes and related electronic plan review tools.

## Project Objective

To complete the implementation of the ePermitHub Digital Plan Room components into the Accela Civic Platform, including the Accela Citizen Access public portal. Upon completion, Customer staff will have access to integrated digital review capabilities, including automated digital signature validation,

automated document and sheet versioning, collaborative issue management, and 2D electronic markups completely from within the Accela Civic Platform User Interface. In addition, the Customer's customers will have the ability to easily submit plans and manage the corrections process, including adding resolution comments and uploading subsequent resubmittals, from within the ePermitHub public portal seamlessly embedded within the Customer's Accela Citizen Access portal.

The Digital Plan Room will be enabled for the Accela record types identified in [Appendix B](#) below, and the following Customer departments are in scope: Urban Design & Planning Department and Building Department.

## Implementation Services Overview

### Phase 1 - Implementation Phase

#### Phase 1 Deliverables:

1. Project kick-off and initiation
  - Project kick-off presentation
  - Establish communication and project tracking plan via Trello
  - Set up remote access to Customer's environment
2. Digital Plan Room Cloud Provisioning
  - Verify that all Accela Civic Platform prerequisites are in place
  - Cloud Provisioning of the Digital Plan Room components into Customer's DEV environment
  - Cloud Provisioning of the Digital Plan Room database
3. Digital Plan Room Configuration Analysis
  - Define configuration for each Plan Review record type
  - Determine all needed document types
  - Plan document upload configuration
  - Plan Digital Signatures validation configuration
  - Plan Accela workflow integration configuration points
  - Design final approved set cloning business logic
  - Determine Accela to Digital Plan Room role mappings
  - Determine Digital Plan Room disciplines configuration
  - Determine required Approval Stamps
4. Digital Plan Room Configuration
  - Configure Accela Civic Platform standard choices as defined in the previous Deliverable
  - Configure new Accela document types and associated business rules
  - Configure Digital Signature validation
  - Configure Digital Plan Room EMSE library and required scripts
  - Implement custom EMSE scripting as determined during Configuration Analysis
  - Design, create and configure Approval Stamps as determined during Configuration Analysis

## Phase 2 - Training, User Acceptance & Go-Live Phase

### Phase 2 Deliverables:

1. User Acceptance Testing (UAT)
  - Assist Customer in the UAT effort and validation of system configuration
  - Resolve issues resulting from Customer User Testing
  - Provide recommendation on testing strategy and best practices
  - Agree on UAT completion date and Go-Live date
2. Administrative and technical training
  - Digital Plan Room Administration training
  - Provide Administration Training Documentation
3. End-User Training
  - Digital Plan Room End User training
  - Provide End User training documentation
4. Agency Customer Enablement
  - Produce contextually relevant public-facing training and help web-based videos for licensed professionals, contractors, owners and the general public submitting plans
  - Produce public-facing User Guide for licensed professionals, contractors, owners, and the general public submitting plans
5. Go-Live Migration & Production Planning
  - Produce Go-Live Project Migration Plan
  - Produce Production Deployment Plan
  - Conduct web-based Agency customer training sessions
6. Post-Go-Live Support
  - Post-Go-Live support provided
  - Resolution of all Critical and High defects as defined above in “Phase 2 - Deliverable 3: UAT” discovered during Post Go-Live support period
  - Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

## Project Assumptions

1. Company assumes the Customer will have the proper resources to implement the Digital Plan Room software.
2. Company assumes all Professional Services costs and work have been identified in the SOW. Any additional cost or work required for this project will be identified and requested through a Change Request process.
3. Company assumes the Customer has identified a dedicated Accela user-account to be used for communication between the ePermitHub and Accela software.
4. Company assumes the Customer will provide the appropriate staff to be trained on the software during the training periods outlined in the Project timeline.

5. Company assumes all of the Customer's relevant Accela record types and workflows requiring plan review in scope for this project are already configured.
6. Company assumes it will provide recommendations to the Customer for plan review related record types regarding record and workflow statuses most appropriate for the Digital Plan Room software.
7. Company assumes all standard choices required to integrate the software into the Customer's Accela configuration and software will be configured by the Company.
8. Company assumes the Customer will collaborate with Company on delivery of scripts required for the Digital Plan Room.
9. Company assumes the Customer's Accela Configuration Environment and Production Environment are in sync.
10. Company assumes Customer will verify that all Accela Civic Platform prerequisites are in place.
11. Company assumes Digital Plan Room Back Office UI – will be deployed to the server(s) where the Accela av.web Windows service is running.
12. In the event the Customer hosts the Accela software on-premise, Customer provides Company remote access to Customer's Accela non-Production environment(s) to perform required implementation services. There is an additional cost assuming Company is not given remote access and is required to schedule web meetings with Customer's Accela administrator to access Customer's non-Production Accela environment(s) to perform required implementation services.
13. Travel & Expenses:
  - a. Actual amounts of any reasonable and customary travel-related expenses incurred during the performance of services under this SOW will be billed to the Customer in line with the Customer's Travel & Expense policy.
  - b. The Company will bill Customer for actual expenses incurred for travel and lodging/living, as well as other approved out-of-pocket expenses (such as mileage, parking, toll charges).
  - c. The Company will work with the Customer to manage and control its expenses and will not incur expenses in excess of the initial contracted budget below without Customer's prior written consent.
  - d. Expense receipts will be made available as requested by the Customer.
  - e. Unless otherwise indicated, assumption is all implementation services will be conducted remotely, except UAT, Training and Go-Live Support.
  - f. We estimate no more than 4 onsite "Trip Units" required for the project. A Trip Unit is defined as one round trip for a single Company Professional Services resource (i.e., Consulting Engineer, Trainer, Project Manager, etc.) spending 2-3 business days at the Customer's site. However, given the current COVID-19 situation, it is possible the entire project will be conducted remotely.
  - g. The average cost for a Trip Unit is estimated at \$2,500 each unit. A given trip might require more than one Trip Unit.

- h. Should the Customer desire additional onsite trips, a Change Order is required prior to travel commencing to cover the cost of those additional trips. See [Payment Terms & Delivery Schedule](#) below for additional detail.
  - i. The Customer may elect to forego one or more trips contemplated in this agreement. Unused Travel & Expenses funds may be utilized for training, UAT issue resolution, system configuration, or other professional services at an hourly rate to be negotiated with the Company.
14. **Projects Put On Hold:** It is understood that sometimes Customer priorities are revised requiring the Customer to place the ePermitHub Digital Plan Room implementation on hold. The Customer must send a formal written request sent to the Company in order to put the project on hold. A project can be on hold for up to 45 days without invoking the termination clause (see Services Agreement). After that time, The Company can choose to cancel the rest of the Statement of Work. To finish the project will require a new Statement of Work at new pricing.
15. **Training Execution parameters are as follows:**
- a. At the beginning of the project, the Customer selects and prepares the power-users who will be participating in the training and subsequently training end-users. Any switch in Customer internal resources may require the need for a project change request to account for missing time.
  - b. Customer provides suitable onsite facilities and equipment, such as access to network-connected training computers and monitors, to accommodate various training classes.
  - c. Company provides printed training resources developed by the Company for Customer staff being trained.
  - d. Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
  - e. Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.
  - f. Customer is responsible for printing all training materials developed by the Company for End-User Training.
  - g. Training classes are capped at fifteen (15) participants.
16. Schedule and delivery are contingent on availability and access to Customer staff resources.

## Payment Terms & Delivery Schedule

Total compensation for the above-defined Implementation Services is not to exceed the Project Total specified in the Project Total Summary table below all exclusive. Payment for all Implementation Services is due with the Deliverable sign-off form for Phase 2: Deliverable 5 - Production Planning & Go-Live Migration. Travel is billed as incurred.

Project Total Summary	
Phase	
Phase 1 - Implementation Phase	\$18,239.00

Phase 2 - User Acceptance & Go-Live Phase	\$12,456.00
<b>Project Total</b>	<b>\$30,695.00</b>

<b>Phase 1: Payment Schedule</b>	
Deliverable	Total
1 – Project Kick-Off & Initiation	\$1,112.10
2 – Digital Plan Room Installation	\$3,225.09
3 – Digital Plan Room Configuration Analysis	\$3,669.93
4 – Digital Plan Room Configuration	\$10,231.32
<b>Phase 1 Total</b>	<b>\$18,238.44</b>

<b>Phase 2: Payment Schedule</b>	
Deliverable	Total
1 – User Acceptance Testing (UAT)	\$667.26
2 – Administrative and Technical Training	\$889.68
3 – End User Training	\$3,781.14
4 – Agency Customer Enablement	\$1,779.36
5 – Production Planning & Go-Live Migration	\$3,558.72
6 – Post Go-Live Support	\$1,779.36
<b>Phase II Total</b>	<b>\$12,455.52</b>

<b>Travel &amp; Expense Estimate</b>	
Project Kick-Off Trip Units	0
UAT Trip Units	1
Training Trip Units	1
Go-Live Support Trip Units	2
Per Trip Unit Estimate	\$2,500.00

Project Kick-Off Estimate	\$0.00
UAT Trip Estimate	\$2,500.00
Training Trip Estimate	\$2,500.00
Go-Live Support Trip Estimate	\$5,000.00
<b>Total Travel &amp; Expense Estimate</b>	<b>\$10,000.00</b>

ePermitHub Digital Plan Room Early Adopter Annual Subscription – <b>initial</b>	\$81,314.00
ePermitHub Digital Plan Room Early Adopter Annual Subscription – renewal option year (License is unlimited in both users and projects)	\$83,346.85
ePermitHub Digital Plan Room Early Adopter Annual Subscription – renewal option year 2 (License is unlimited in both users and projects)	\$85,430.52
ePermitHub Digital Plan Room Early Adopter Annual Subscription – renewal option year 3 (License is unlimited in both users and projects)	\$87,566.28
<b>Total cost for Licenses (initial year only)*</b> <b>*License is unlimited in both users and projects</b>	<b>\$81,314.00</b>

The Company will submit an invoice to the Customer upon completion of Phase 2: Deliverable 5 - Production Planning & Go-Live Migration and will be paid in accordance with Net 45 payment terms. Deliverable timelines are contingent upon timely compensation for all Deliverables through Phase 2: Deliverable 5. The Company will submit an invoice to the Customer upon completion of Phase 2: Deliverable 6 – Post-Go-Live Support for the remaining balance. Travel is billed as incurred.

ACCEPTED BY: CITY OF FORT LAUDERDALE		ACCEPTED BY: CARAHSOFT TECHNOLOGY	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



# Appendix A: Detailed ePermitHub Digital Plan Room Project Plan

## Project Plan Overview

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Customer. In support of the implementation effort as described above, the Company will provide the below-detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

### Success Criteria

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

- Phase 1: Analysis and configuration is complete and ready to start acceptance testing
- Phase 2: Acceptance testing and user training completed, go-live completed, post-go-live support completed

## Phase 1: Implementation Phase

The goal of this phase is to create a test Digital Plan Room deployment on the Accela Civic Platform that the Customer staff can start using as a testbed for acceptance and feedback. During this phase, the main features of the Digital Plan Room deployment will be implemented into the Customer's Accela test environment. Each Deliverable in this phase defines a set of tasks carried out to complete the implementation.

### Phase 1 - Deliverable 1: Project Kick-Off and Initiation

Project initiation is comprised of project planning activities, project management and tracking template creation in Trello, establish project issue tracking and communication methodology and conduct the project kickoff meeting.

As part of initiation the following tasks will be conducted:

- Establish a communication plan and create a Project Management dashboard in Trello
- Identify team members that will be responsible for deliverable sign-off and document procedures
- Customer creates an Accela user for Digital Plan Room Communication with Accela software
- Review and adjust project scope based on additional finding, if necessary
- Conduct a project kickoff meeting, in which we will review project objectives, methodology, timeline, roles, and other key project elements.

The Project Kickoff Meeting includes a formal presentation by the project team to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

Company Responsibilities:

- Provide timely and appropriate responses to Customer's reasonable requests for information
- Coordinate project planning activities
- Complete Baseline Project Trello Board, and Project Kickoff Presentation deliverables with input from appropriate Customer resources

Customer Responsibilities:

- Identifying and setting expectations with key resources and subject matter experts for ongoing participation in the project.
- Providing timely and appropriate responses to Company's requests for project planning input and meeting logistics requests.
- Including Executive Project Sponsor in Project Kickoff Meeting.
- Create an Accela user for Digital Plan Room Communication with Accela software.

Acceptance Criteria:

- Creation of Project Management dashboard in Trello
- Completion of the Project Kickoff Meeting
- Remote access to Customer's environment is set up

Acceptance Review Period:

- Seven (7) days

## Phase 1 - Deliverable 2: Digital Plan Room Provisioning

During the cloud provisioning step, the Company team will review the Digital Plan Room cloud provisioning requirements with the Customer's technical team, including infrastructure and software prerequisites. Once the prerequisites are confirmed to be in place in the Customer's DEV environment, the Digital Plan Room software components will be provisioned by the Company and verified to be working properly. Documentation on the software setup architecture specific to the Customer will be provided to the Customer's technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's requests for information.
- Consulting with Customer resources to provide technical input and answer technical questions related to the requirements for the Digital Plan Room.
- Company will provision up to two [2] sandbox environments

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information
- Providing Company with Admin contact information to setup Customer's Admin account

Acceptance Criteria:

- All relevant components of the Digital Plan Room software provisioned on Customer's cloud infrastructure and deemed to be working properly
- Confirmation of ability to log in to Digital Plan Room software
- Two [2] sandbox environments created

Acceptance Review Period:

- Seven (7) days

## Phase 1 - Deliverable 3: Digital Plan Room Configuration Analysis

Configuration Analysis is comprised of the activities required to define the appropriate configuration of the Digital Plan Room and its integration points with the Accela Civic Platform, specifically to reflect the Customer's plan review business processes. During this task the Company team, with input from the Customer, will identify any details as it pertains to plan submittal, review, and approval and provide appropriate configuration specifications for the following items:

- Determine configuration for each Plan Review record type
- Determine all needed document types
- Determine document upload configuration
- Determine Digital Signatures validation configuration
- Determine Accela workflow integration configuration points
- Determine final approved set cloning business logic
- Determine Accela to Digital Plan Room user role mappings
- Determine Digital Plan Room disciplines configuration
- Determine required Approval Stamps

The Trello project dashboard will be used to document and keep track of all the Configuration Analysis tasks and determinations.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Interviewing staff in order to understand existing business processes
- Conducting to-be analysis sessions to capture the required business processes to be automated within the system
- Conducting meetings via email, web conference, and phone to gather and validate analysis input

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information.
- Making available the appropriate Customer key users and content experts to provide the required information, participate in the configuration analysis and verify the accuracy of the documented workflows, input/output formats, and data elements
- Providing any existing business process documentation, including process flows; fee schedules; commonly used applications, reports and forms; and other relevant information
- Scheduling participants and meeting locations for analysis activities

Acceptance Criteria:

- Completion of To-Be Analysis Sessions

Acceptance Review Period:

- Seven (7) days

## Phase 1 - Deliverable 4: Digital Plan Room Configuration

The Company will configure the Digital Plan Room and make any modification to the Accela Civic Platform configuration in accordance with the requirements and determinations made and agreed upon in Deliverable 3.

The following high-level tasks will be performed:

- Configure Accela Civic Platform standard choices for the Digital Plan Room as defined in the previous Deliverable
- Configure new Accela document types and associated business rules
- Configure Digital Signature validation
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting as determined during Configuration Analysis
- Design, create and configure Approval Stamps as determined during Configuration

Documentation on the software configuration specific to the Customer will be provided to the Customer's administrative and technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Configuring the solution components as defined in the To-Be Analysis sessions

Customer Responsibilities

- Providing timely and appropriate responses to Company's requests for information
- Making available the appropriate Customer key users and content experts to participate in creating the system in an effort to learn about the system (knowledge transfer)
- Working with Company to verify that the system meets the requirements captured in the To-Be Analysis sessions

Acceptance Criteria:

- Configuration documentation provided to Customer
- Customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within the 15 days, the deliverable is considered approved by the Customer. Upon delivery of initial feedback, Company will complete the necessary changes and updates. The second and final review will have 7 business days for acceptance.

Acceptance Review Period:

- Seven (7) days

## Phase 2: User Acceptance Testing, Training & Go-Live Phase

In this phase, the test deployment will grow into a fully functioning electronic plan review deployment as guided by Customer staff feedback and input. The Customer's participants are given full access to the deployment created in the previous phase and will conduct "test" electronic plan review workflows using sample data and plans. In this phase, the team will simulate as many real-life conditions and project types as possible to learn and understand the capabilities of the workflow as designed. Issues are recorded by Customer staff to assess and correct as agreed to by both parties. Additionally, training sessions are conducted for administrators and end-users and any additional training documentation is also provided in this phase.

### Phase 2 - Deliverable 1: User Acceptance Testing (UAT)

During UAT the Company will assist the Customer in testing and validation of the configuration and readiness to be migrated to production. A template test plan that includes generic best practices will be provided to the Customer, and in collaboration with the Customer, the test plan will be refined to reflect the Customer's configuration and business use cases.

After completion of the test plan, the testing effort will begin. The testing effort will require a significant time investment by the Customer. The Company will provide assistance to the Customer in the form of UAT support and will address and rectify issues discovered during the UAT process as the Customer staff executes the test plan.

Once the entire team has reached a consensus, and there is enough confidence in the solution, the entire configuration will be ready to start final preparations for migration to production and Go-Live. At this point, a precise Go-live date will be determined.

UAT will take up to eight [8] weeks with two [2] weeks estimated for UAT script development by the Company, two [2] to four [4] weeks of testing by the Customer, and two [2] weeks of Critical and High issue resolution by the Company. If the Customer's UAT testing exceeds four [4] weeks, a change order is required to add more related Company UAT support.

For issues deemed product Critical or High defects a support ticket is opened with the Company engineering team using the Company's Service Desk process for review and resolution. All Critical and High defects shall be resolved prior to the completion of UAT. The following describes the definition of Critical and High defects:

- **Critical** – Major test case(s) are blocked from successful execution without an available workaround. During the conduct of dry-runs and formal test executions, a test critical defect must have an acceptable workaround or fix as soon as possible.
- **High** – Significant degradation in primary operational functions or performance/stability. No workaround is available. During the conduct of dry-runs and formal test executions, a defect categorized as High requires a fix or acceptable workaround as soon as possible.
- **Medium** – Workaround available for total or partial loss of major operational functions. It has a marginal impact on major operational functions.
- **Low** – A system problem that does not prohibit the successful completion of a test. No significantly noticeable impact on system operations.

Company Responsibilities:

- Developing the User Acceptance test scripts
- Providing recommendations on testing strategy and best practices
- Supporting the Customer in up to two [2] weeks of UAT effort and the validation of the system configuration and its readiness for migration to production for active use
- Resolving all Critical and High defects discovered as a result of UAT activities

Customer Responsibilities:

- Providing timely and appropriate responses to the Company's request for information
- Making available the appropriate Customer key users and content experts to participate in UAT as defined and managed by Customer
- Utilizing the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable
- Conducting up to four [4] weeks of UAT following the development of test scripts by Company

Acceptance Criteria:

- Creation of UAT scripts by Company
- Completion of up to two [2] weeks of UAT support by the Company
- Completion of up to four [4] weeks UAT by the Customer
- Resolution of all Critical and High defects by Company discovered during UAT by Customer

Acceptance Review Period:

- Seven (7) days

## Phase 2 - Deliverable 2: Administrative and Technical Training

The Company will provide training to Customer staff focusing on the administrative and technical setup, as well as the Digital Plan Room administration and configuration. The goal is to educate Customer staff in all aspects of the Digital Plan Room solution and ensure the staff is self-sufficient before Go-Live.

The Company will provide remote training sessions that span 4 hours. Customer staff is responsible for the selection of qualified users for the training, who are critical to project success. The following topics will be covered as part of the training session:

- Accela workflow integration
- Plans and Documents upload
- Digital Plan Room roles and mapping to Accela roles
- Digital Plan Room Standard Choices
- Digital Signatures validation
- Approval Stamps creation and deployment

The Company will provide Customer staff with appropriate documentation for the topics covered in the training session.

Company Responsibilities:

- Coordinate with the Customer to define training schedule and logistics
- Deliver training per the specific requirements listed above

Customer Responsibilities:

- Select and prepare the power-users who participate in the training and subsequently training end-users
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Customer facilities to accommodate various training classes
- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:

- Execution of administrative and technical training courses

Acceptance Review Period:

- Seven (7) days

## Phase 2 - Deliverable 3: End User Training

The Company will complete all the necessary training to run electronic plan review operations across applicable departments. Training materials and required training sessions will be created and conducted.

The Company will provide the following onsite training sessions to the Customer End Users (Users with non-administrative roles) within the same week:

- Two [2] two-hour sessions for Intake Specialists/Permit Technicians with the same curriculum for each session
- Three [3] four-hour sessions for Plan Reviewers/Managers with the same curriculum for each session
- One four-hour session for Train-the-Trainer with the same curriculum for each session

The course curriculum is as follows:

### Intake Specialists/Permit Technician Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Citizen Access	<ul style="list-style-type: none"> <li>● Plan submittal from the customer perspective               <ul style="list-style-type: none"> <li>○ Understanding the process a customer will follow to submit an application and submit plans and supporting documents</li> <li>○ Review the types of file validation &amp; digital signature validation occurring during submittal and how to interpret any errors</li> <li>○ Walkthrough file processing and reviewing the automated sheet numbering.</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>● Resubmittal process from the customer perspective               <ul style="list-style-type: none"> <li>○ Reviewing &amp; answering issues from a rejected plan set</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>○ Completing the resubmittal of plan addressing the answered issues.</li> </ul>
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	<ul style="list-style-type: none"> <li>● Plan submittal from a staff perspective when done in-house</li> <li>● High-level review of Plan Reviewer activities             <ul style="list-style-type: none"> <li>○ Learn at a high-level the steps a plan reviewer will perform and how they affect what the customer will see in Accela Citizen Access</li> </ul> </li> </ul>

### Plan Reviewers/Managers Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	<ul style="list-style-type: none"> <li>● Accela workflow and the digital plan room             <ul style="list-style-type: none"> <li>○ Learn how the digital platform interacts with the Accela workflow</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>● Completing a plan review             <ul style="list-style-type: none"> <li>○ Navigating the digital plan room</li> <li>○ Overview of the viewer and available tools</li> <li>○ Creating issues &amp; markup</li> <li>○ Reviewing issues and filtering tools</li> <li>○ Sheet versioning</li> <li>○ Comparison tools</li> <li>○ Stamping</li> </ul> </li> <li>● Rejecting plans &amp; requesting revisions</li> <li>● Resubmittals &amp; approving plans</li> <li>● Create print set</li> </ul>
	<ul style="list-style-type: none"> <li>● Overview of Intake Staff usage of the digital plan room             <ul style="list-style-type: none"> <li>○ Plan submittal from a staff perspective when done in-house</li> </ul> </li> </ul>
ePermitHub Digital Plan Room embedded into Accela Citizen Access	<ul style="list-style-type: none"> <li>● Overview of customer usage of digital plan room             <ul style="list-style-type: none"> <li>○ Plan submittals and file validation &amp; processing</li> <li>○ Reviewing and answering issues contextually from the plan markup</li> </ul> </li> </ul>

#### Company Responsibilities:

- Coordinating with the Customer to define training schedule and logistics
- Providing End User Training as described above
- Providing training for Customer's customers as described above
- Providing training material in a format easily modifiable by the Customer

#### Customer Responsibilities:



- Selecting and preparing the power-users who will be participating in the training and subsequently training end-users
- Arranging the time and qualified people for the training who are critical to the project success
- Providing suitable Customer onsite facilities to accommodate various training classes
- Providing printed training resources developed by Company for Customer staff
- Ensuring that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensuring that users are familiar with the use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:

- Execution of End User Training course to the Customer as described above
- Execution of training for Customer's customers as described above

Acceptance Review Period:

- Seven (7) days

## Phase 2 - Deliverable 4: Agency Customer Enablement

In this context, the "Agency" (i.e., city, county, state, etc.) is the Company's customer, and the "Agency Customer" is the Agency's customers, such as the licensed professionals, owners and general public leveraging the ePermitHub Digital Plan Room embedded in Accela Citizen Access to:

- Submit their initial electronic plans and supporting documents
- Respond to Issues related to their plans created by Agency Plan Reviewers
- Resubmit corrected plan sheets (aka, digital slip sheets)
- Access and print approved job copies of their plans

During Agency Customer Enablement, Company provides web-based training sessions, produces contextually relevant public-facing web-based training videos and produces a User Guide for Agency's customers on how to use the ePermitHub Digital Plan Room embedded in Accela Civic Access. Customer publishes videos and User Guide to a dedicated Digital Plan Room information page at Customer's website.

Company Responsibilities:

- Provide three [3] web-based Agency Customer training sessions of one [1] hour each covering the following topics:
  - Plan Submittal
  - File Validation Overview
  - Response to Customer comments
  - Plan Re-submittal
- Produce the following five (5) public-facing videos:
  - Uploading Plans & Supporting Documents
  - Finalizing & Submitting Review Packages
  - Accessing Review Issues & Conditions
  - Submitting Revised Plans
  - Downloading Approved Plans
- Produce User Guide in editable format

Customer Responsibilities:

- Creating a dedicated public-facing information web page for related Digital Plan Room videos and User Guide
- Adding Customer branding in the beginning and end of each video
- Adding Customer branding to User Guide
- Adding Digital Plan Room videos and User Guide to Customer's Digital Plan Room information web page

Acceptance Criteria:

- Three [3] web-based Agency Customer training sessions of one [1] hour each completed covering the following topics:
  - Plan Submittal
  - File Validation Overview
  - Response to Customer comments
  - Plan Re-submittal
- Following five videos are produced by Company & delivered to Customer:
  - Uploading Plans & Supporting Documents
  - Finalizing & Submitting Review Packages
  - Accessing Review Issues & Conditions
  - Submitting Revised Plans
  - Downloading Approved Plans
- User Guide produced & delivered to Customer in editable format

Acceptance Review Period:

- Seven (7) days

## Phase 2 - Deliverable 5: Production Planning & Go-Live Migration

During Go-Live Migration & Production Planning the Company and Customer will work together to develop both Go-Live Migration and Production Planning documents. The Production Plan details the Preinstallation, Accela back-office installation, and Accela Citizen Access installation activities for the Digital Plan Room. The Go-Live Migration Plan details how migration will take place from the Customer's existing plan review process/solution to the Digital Plan Room solution, including how to handle inflight plan review projects.

Company Responsibilities:

- Creating an initial draft of the Go-Live Migration Plan document
- Finalizing Go-Live Migration Plan document with Customer
- Creating an initial draft of the Production Plan document
- Finalizing Production Plan document with Customer
- Onsite support during Go-Live

Customer Responsibilities:

- Providing feedback on the initial draft of the Go-Live Migration Plan document
- Providing feedback on the initial draft of the Production Plan document
- Providing technical and functional user support for pre and post-Go-Live planning, execution, and monitoring

- Providing timely and appropriate responses to Accela's request for information
- Assisting in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production
- Making available the appropriate Customer key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:

- Go-Live Migration Plan document finalized
- Production Plan document finalized
- ePermitHub Digital Plan Room used in the Production environment for daily use

Acceptance Review Period:

- Seven (7) days

## Phase 2 - Deliverable 6: Post-Go-Live and Transition to Company Support

Upon Go-Live, the Customer takes ownership of the solution in production and performs the functions of Tier 1 and Tier 2 support covering Medium and Low defects as defined above in "Phase 2 - Deliverable 3: UAT". This deliverable is comprised of the Post Go-Live support assistance the Company provides (Tier 3) to address Critical and High issues "Phase 2 - Deliverable 3: UAT", and provide consultative advice immediately following the move to Production for daily use.

Additionally, a formal meeting will be scheduled with the Customer, the Company Professional Services Team, and the Company Customer Support for the purpose of transitioning support of future issues and questions from the Customer to the Company Customer Support program.

In terms of specific output, the following will be executed for this deliverable:

- 6-weeks of Post-Go-Live Support
- Finalized post-production issues list
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT"
- Transition of support from Professional Services team to Customer Technical Support for ongoing support

Company Responsibilities:

- Daily 30-minute standing calls for first two [2] weeks following Go-Live
- Two 30-minute standing calls per week for the second two [2] weeks following Go-Live
- One 30-minute standing call per week for the third two weeks [2] following Go-Live
- Transfer ongoing support of the Customer to the Company Support program

Customer Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post-Production Issues List
- Provide timely and appropriate responses to the Company's request for information

- Following the post-Go-Live support period, the Customer will submit Production technical support issues through the Company Service Desk process for review and resolution

Acceptance Criteria:

- Six [6] weeks of Post Go-Live support provided
- Resolution of all Critical and High defects as defined above in “Phase 2 - Deliverable 3: UAT” discovered during Post-Go-Live support period
- Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Acceptance Review Period:

- Seven [7] days

## Project Timeline Summary Table

Phase	Duration	Description
Phase 1	2 Months	
Phase 1 – Deliverable 1	1 week	Kickoff and Initiation
Phase 1 – Deliverable 2	1 week	Software Cloud Provisioning
Phase 1 – Deliverable 3	2 weeks	Configuration Analysis
Phase 1 – Deliverable 4	4 weeks	Configuration
Phase 2	4.5 Months	
Phase 2 – Deliverable 1	8 weeks	User Acceptance Testing
Phase 2 – Deliverable 2	1 week	Administrator Training
Phase 2 - Deliverable 3	1 weeks	End-user Training
Phase 2 - Deliverable 4	1 week	Agency Customer Enablement
Phase 2 - Deliverable 5	1 week	Production Planning & Go-Live Migration
Phase 2 - Deliverable 6	6 weeks	Post-Go-Live Support

## Risk and Issue Management

Project risks are characteristics, circumstances, or features of the project environment that may have an adverse effect on the project or the quality of its deliverables. Known risks identified with this project have been included below. A plan will be put into place to mitigate the impact of each risk on the project.

1. Current process As-Is documentation details are not enough to understand differences in future software state.
2. The gap analysis may identify additional functionality not represented during the pre-contracting process causing an increase in scope and/or budget.

3. Integration scope is altered and extended causing go-live issues.
4. Test plans not detailed enough to handle all business needs.
5. Equipment needed to run the software is not identified or available at the Customer site.
6. Customer staff availability for User Acceptance testing.
7. Customer staff availability for training.
8. Customer organizational change management not thorough enough to gain acceptance of new software.
9. Dependency on Customer having already implemented the Accela configuration that is required for the ePermitHub solution (i.e., configured base record types including fees, workflows, intake forms, etc.).

To mitigate and resolve project risks, the Company team will:

- Develop and maintain a Risk and Issues Management tracker. Trello will be used as the tool of choice for Project Management and collaboration between the Customer project leadership and implementation team.
- Work with the Customer in order to resolve or mitigate risks or issues with the objective of not compromising project deliverables
- Escalate Risks and Issues when necessary to the appropriate Customer team leadership

## Appendix B: Accela Record Types with Plan Reviews in Project Scope

<b>RECORD ALIAS</b>	<b>Workflow</b>	<b>Expected WF Updates</b>
Administrative Review	PLN_ADMREV	
Special Event Banner Sign	PLN_SIGN	
Board of Adjustment	PLN_BOA	
Community Residence	PLN_COMR	
Easement Vacation	PLN_ESMT	
Non-Conforming Use	PLN_BOA	
Plat	PLN_PLAT	
Regional Activity Center (RAC) Sign	PLN_RACS	
Right-of-Way Vacation	PLN_ESMT	WF should be PLN_ROWV
Site Plan	PLN_SITPLN	
Zoning Verification Letter	PLN_ZVL	Replace with PLN_ZVL_New
Commercial Pool-Spa-Fountain Permit	BLD_COM	Replace with BLD_GEN_V2_EPH
Commercial Miscellaneous Permit	BLD_COM	Replace with BLD_GEN_V2_EPH
Commercial Demolition Permit	BLD_COM	Replace with BLD_GEN_V2_EPH
Commercial Alteration Permit	BLD_COM	Replace with BLD_GEN_V2_EPH
Commercial Addition Permit	BLD_COM	Replace with BLD_GEN_V2_EPH
Commercial Paving Permit	BLD_COM	Replace with BLD_GEN_V2_EPH
Commercial New Construction Permit	BLD_COM	Replace with BLD_GEN_V2_EPH
Electrical Commercial Permit	BLD_ELE	Replace with BLD_GEN_V2_EPH
Electrical Low Voltage Permit	BLD_ELELV	Replace with BLD_GEN_V2_EPH
Electrical Services Permit	BLD_ELESERV	Replace with BLD_GEN_V2_EPH
Electrical Residential Permit	BLD_ELESOL	Replace with BLD_GEN_V2_EPH
Electrical Solar PV Permit	BLD_ELESOL	Replace with BLD_GEN_V2_EPH
Historical Permit	BLD_HIST	
Landscape Tree Removal-Relocation Permit	BLD_LAND	
Landscape Installation Permit	BLD_LAND	
Mechanical Commercial Permit	BLD_MECH	Replace with BLD_GEN_V2_EPH
Mechanical Residential Permit	BLD_MECHRES	Replace with BLD_GEN_V2_EPH
Mechanical HVAC Changeout Permit	BLD_MECHVCHG	Replace with BLD_GEN_V2_EPH
Mechanical HVAC New Install Permit	BLD_MECHVNEW	Replace with BLD_GEN_V2_EPH
Accessory Structure Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Awning-Canopy Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Board Up Certificate	BLD_MISC	Replace with BLD_GEN_V2_EPH
Boatlift-Dock-Seawall-Pile Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Change of Use	BLD_MISC	Replace with BLD_GEN_V2_EPH
Communication Tower Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Concrete Restoration Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Fence Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH

Storage Tank Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Generator Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Move House Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Permit by Affidavit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Phase Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Re-Roof Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Shutter Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Sidewalk Cafe Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Sign Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Soil Improvement Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Solar Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Special Promotion Tent-Canopy Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Spray Booth Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Window and Door Permit	BLD_MISC	Replace with BLD_GEN_V2_EPH
Outdoor Dining	BLD_MISC_NOHP	Replace with BLD_GEN_V2_EPH
Temporary Construction Barrier Permit	BLD_MISC_NOHP	Replace with BLD_GEN_V2_EPH
Plumbing Backflow Installation Permit	BLD_PLBBF	Replace with BLD_GEN_V2_EPH
Plumbing Fixture Replacement Permit	BLD_PLBFIX	Replace with BLD_GEN_V2_EPH
Plumbing Gas Permit	BLD_PLBGAS	Replace with BLD_GEN_V2_EPH
Plumbing Irrigation Permit	BLD_PLBIRR	Replace with BLD_GEN_V2_EPH
Plumbing Meter Install Permit	BLD_PLBMET	Replace with BLD_GEN_V2_EPH
Plumbing Residential Permit	BLD_PLBRES	Replace with BLD_GEN_V2_EPH
Plumbing Sewer Cap Permit	BLD_PLBSEW	Replace with BLD_GEN_V2_EPH
Plumbing Water Heater Exact Changeout	BLD_PLBWAT_02192020	Replace with BLD_GEN_V2_EPH
Plumbing Commercial Permit	BLD_PLUMBCOM_NEW	Replace with BLD_GEN_V2_EPH
Building Recertification	BLD_RECERT	
Residential Pool-Spa-Fountain Permit	BLD_RES	Replace with BLD_GEN_V2_EPH
Residential Miscellaneous Permit	BLD_RES	Replace with BLD_GEN_V2_EPH
Residential Demolition Permit	BLD_RES	Replace with BLD_GEN_V2_EPH
Residential Alteration Permit	BLD_RES	Replace with BLD_GEN_V2_EPH
Residential Addition Permit	BLD_RES	Replace with BLD_GEN_V2_EPH
Residential Paving Permit	BLD_RES	Replace with BLD_GEN_V2_EPH
Residential New Construction Permit	BLD_RES	Replace with BLD_GEN_V2_EPH
Sound Attenuation Permit	BLD_SOUND	
Transit	ENG_BB	Build new WF called ENG_EPH
Dewatering Permit	ENG_DEW	Build new WF called ENG_EPH
ROW Drainage Well Permit	ENG_DRAIN	Build new WF called ENG_EPH
ROW HOA Improvements Permit	ENG_HOA	Build new WF called ENG_EPH
ROW Landscaping Permit	ENG_LAND	Build new WF called ENG_EPH
ROW Miscellaneous Permit	ENG_MISC	Build new WF called ENG_EPH
Temporary Traffic Control (Maintenance of Traffic)	ENG_MOT_NEW	Build new WF called ENG_EPH
ROW Paving Permit	ENG_PAV	Build new WF called ENG_EPH
ROW Seawall Permit	ENG_SEA	Build new WF called ENG_EPH

ROW Stormwater Permit	ENG_SSSMOT	Build new WF called ENG_EPH
Site Prep and Erosion Control Permit	ENG_SSSMOT	Build new WF called ENG_EPH
ROW Sidewalk and Curb Permit	ENG_SSSMOT	Build new WF called ENG_EPH
ROW Sewer Permit	ENG_SSSMOT	Build new WF called ENG_EPH
Utility Franchise Permit	ENG_UF	Build new WF called ENG_EPH
ROW Water Permit	ENG_WAT	Build new WF called ENG_EPH
Fire Emergency Lights Permit	FIR_PER_1	Replace with BLD_GEN_V2_EPH
Residential Smoke Detector	FIR_PER_1	Replace with BLD_GEN_V2_EPH
Fire Alarm System Permit	FIR_PER_1	Replace with BLD_GEN_V2_EPH
BDA Fire Radio System	FIR_PER_1	Replace with BLD_GEN_V2_EPH
Fire Parking System Permit	FIR_PER_3	Replace with BLD_GEN_V2_EPH
Fire Suppression Permit	FIR_PER_3	Replace with BLD_GEN_V2_EPH
Temporary Canopy	FIR_PER_CAN	Replace with BLD_GEN_V2_EPH
Fire Miscellaneous Permit	FIR_PER_MISC	Replace with BLD_GEN_V2_EPH
Sprinkler Main Underground	FIR_SPRINKLR	Replace with BLD_GEN_V2_EPH
Sprinkler System Aboveground	FIR_SPRINKLR	Replace with BLD_GEN_V2_EPH
Fire Backflow DDCV Permit	FIR-PER_2	Replace with BLD_GEN_V2_EPH



# GOVERNMENT - PRICE QUOTATION

## PERMITROCKET EPERMITHUB AT CARAHSOFT



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH  
 WWW.CARAHSOFT.COM

**TO:** Jodi Hart  
 Assist. Director of Procurement  
 City of Fort Lauderdale  
 100 N. Andrews Avenue, 619  
 Fort Lauderdale, FL 33301-1016

**FROM:** Jennifer L. Reed  
 Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Reston, Virginia 20190

**EMAIL:** jhart@fortlauderdale.gov

**EMAIL:** Jennifer.Reed@carahsoft.com

**PHONE:** (954) 828-5677

**PHONE:** (703) 889-9766

**FAX:** (703) 871-8505

**TERMS:** National Cooperative Purchasing Alliance (NCPA)  
 Contract Number: 01-86  
 Term: Through November 30, 2021  
 FTIN: 52-2189693  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 30 (On Approved Credit)  
 Cage Code: 1P3C5  
 DUNS No: 088365767  
 Sales Tax May Apply

**QUOTE NO:** 18221095  
**QUOTE DATE:** 02/02/2021  
**QUOTE EXPIRES:** 06/07/2021  
**RFQ NO:**  
**SHIPPING:** ESD  
**TOTAL PRICE:** \$122,009.01

**TOTAL QUOTE:** \$122,009.01

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	20160721-DPR-EA-509	DRP Early Adopter Enterprise Term PermitRocket Software LLC - 20160721-DPR-EA Start Date: 02/08/2021 End Date: 02/07/2022		\$81,314.00 SLG	1	\$81,314.00
2	DPR-PS-TM-509	T&M Implementation Services Phase 1 - Implementation Phase 2 – User Acceptance & Go-Live PermitRocket Software LLC - DPR-PS-TM		\$111.2138 SLG	276	\$30,695.01
3	T&E	Travel & Expenses actual to be billed as incurred, not to exceed \$10,000.00 PermitRocket Software LLC - T&E		\$10,000.00 OM	1	\$10,000.00
<b>SUBTOTAL:</b>						\$122,009.01
<b>TOTAL PRICE:</b>						<b>\$122,009.01</b>
<b>TOTAL QUOTE:</b>						<b>\$122,009.01</b>

### SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
RENEWAL OPTION YEAR 1						



# GOVERNMENT - PRICE QUOTATION

## PERMITROCKET EPERMITHUB AT CARAHSOFT



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LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE	QTY	EXTENDED PRICE
4	20160721-DPR- EA-R1	ePermitHub Digital Plan Room Early Adopter Annual Subscription Renewal pending NCPA PermitRocket Software LLC - 20160721-DPR-EA-R1 Start Date: 02/08/2022 End Date: 02/07/2023	\$83,346.85 OM	1	\$83,346.85
RENEWAL OPTION YEAR 1 SUBTOTAL:					\$83,346.85
RENEWAL OPTION YEAR 2					
5	220160721-DPR- EA-R2	DRP Early Adopter Enterprise Term Renewal pending NCPA PermitRocket Software LLC - 20160721-DPR-EA-R2 Start Date: 02/08/2023 End Date: 02/07/2024	\$85,430.52 OM	1	\$85,430.52
RENEWAL OPTION YEAR 2 SUBTOTAL:					\$85,430.52
RENEWAL OPTION YEAR 3					
6	220160721-DPR- EA-R3	DRP Early Adopter Enterprise Term Renewal pending NCPA PermitRocket Software LLC - 20160721-DPR-EA-R3 Start Date: 02/08/2024 End Date: 02/07/2025	\$87,566.28 OM	1	\$87,566.28
RENEWAL OPTION YEAR 3 SUBTOTAL:					\$87,566.28
SUGGESTED SUBTOTAL:					\$256,343.65

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS FOR PIGGYBACK, COOPERATIVE,  
AND BIDDING-EXEMPT CONTRACTS**

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, State of Florida contracts, and bidding-exempt 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 as a result of 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 by the Contractor and accepted by the City.

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 proposal.

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

As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), 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 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), as may be amended or revised, 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 Contractor 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 Contractor'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.

**NON-DISCRIMINATION:** The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2020), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.14 **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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), PHONE: 954-828-5002.**

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

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