SUBJECT: GRANT MANAGEMENT SOFTWARE AS A SERVICE (SaaS) SOLUTION

BID #: ESC-0352-18 **OPEN DATE: 1/31/18**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) one (1) year renewal options

AGENCY: Information Technologies Division

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 24 **NUMBER RECEIVED:** 6 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award with SmartSimple Software, Ltd. by $183,309.00 to cover second and third years' subscription fees. Total revised expenditure amount not to exceed $331,611.00.

Funding Source: AFIT531CSCS-03118 - To be executed by formal contract amendment through the Office of General Counsel

Attachments: Recommendation Memo, Statement of Work and Previous Award

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
Annette Burney
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief, Information Technologies Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

12/20/18 09:34:33
Procurement Division

DATE: December 19, 2018

TO: Greg Pease, Chief of Procurement Division

JP 12/19/18

THRU: Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

FROM: Thomas Ossi, Technology Contract and Manager Thomas Ossi

RE: **ESC-0352-18 Grant Management Software as a Service (SasS) Solution – Increase Award Request**

The Information Technologies Division in collaboration with Grants Management is requesting approval to increase the award for ESC-0352-18 Grant Management Software as a Service (SaaS) Solution. The purpose of the increase is to include funding for the second and third years annual subscription fees.

On January 31, 2018, the City of Jacksonville's Procurement Division received six (6) vendor bid proposals for ESC-0352-18. Of these six proposals, five (5) were determined valid and were evaluated and scored. On March 8, 2018, CSPEC authorized Information Technologies Division (ITD) and the Office of Grants and Contract Compliance to proceed with demonstrations and sandbox evaluations on the four (4) highest scoring vendors.

On May 24, 2018, CSPEC authorized ITD and Grants Management to proceed with contract negotiations with the highest scoring vendor, SmartSimple Software. Contract negotiations have been completed with SmartSimple Software, resulting in the development of a Statement of Work with the vendor and the ITD and Grants evaluation team.

On August 9, 2018, CSPEC approved ITD's request to award SmartSimple Software, Ltd ESC-0352-18 Grant Management Software as a Service (SaaS) for a three (3) year term with two (2) one (1) year renewal options in an expenditure amount not to exceed $148,302.00.

Revised funding and funding sources are as follows:

Funding Source	AFIT53A – ITEF01 – 03 – 06522	AFIT53A – ITEF01 – 03 – 06431	AFIT531CSCS – 03118	**Totals**
Description	ITD System Development	ITD System Development	Software Hosting Services	
Current Amount	$70,000	$20,000	$58,302	$148,302
Increase Amount	$0	$0	$183,309	$183,309
Revised Total Amount Not-To-Exceed				**$331,611**

Attachments: ESC-0352-18 Previous Award
SmartSimple Project Implementation Statement of Work
Draft Services Contract

CITY OF JACKSONVILLE

Your favorable consideration of this request is appreciated.

CC: Damian Cook, Grant Administrator
Kristen Hill, Grant Compliance Officer
Alexander Ciprian, IT Contract Administrator
Michele Harrell, Senior Project Manager

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor | Jacksonville, FL 32202 | Phone: 904.255.8000 | Fax: 904.232.6932

SERVICES CONTRACT
BETWEEN
CITY OF JACKSONVILLE
AND
SMARTSIMPLE SOFTWARE LTD CORPORATION

THIS CONTRACT is made and entered into this ___ day of _____, 2018 (the "**Effective Date**"), by and between the **CITY OF JACKSONVILLE** ("**CITY**"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and **SMARTSIMPLE SOFTWARE LTD CORPORATION** (the "**CONTRACTOR**"), a Delaware corporation authorized to transact business in the State of Florida, with its principal offices at 33 West 19th Street, 4th Floor, New York, New York 23219.

WHEREAS, CITY issued a Request for Proposal No. ESC-0352-18 for a Grant Management Software as a Service (SaaS) Solution, as amended by Addendum Nos. ONE (1) through TWO (2)(the "**RFP**");

WHEREAS, based on the response to the RFP submitted by CONTRACTOR (the "**Response**"), CITY's Competitive Sealed Proposal Evaluation Committee approved the CITY's moving forward with contract negotiations with CONTRACTOR on May 24, 2018;

WHEREAS, based the results of negotiations between the CITY and CONTRACTOR, the CITY's Competitive Sealed Proposal Evaluation Committee and Mayor approved the award of this Contract with CONTRACTOR on _____, 2018;

WHEREAS, CITY now desires to purchase, and CONTRACTOR desires to provide to the CITY, a full life-cycle Grant Management Software as a Service (SaaS) Solution (the "**Solution**" or the "**SaaS Services**") and certain implementation, training and related services (the "**Implementation Services**" and together with the SaaS Services, the "**Services**") as described in the RFP and the Response;

WHEREAS, CITY and CONTRACTOR have negotiated the Statement of Work for the Services attached to this Contract as **Attachment A** (the "**SOW**");

NOW THEREFORE, in consideration of the premises and the mutual covenants contained below, the parties agree as follows:

1. <u>Performance of Services</u>. Subject to the terms and conditions of this Contract, CONTRACTOR shall provide the Services as described in the SOW, the RFP and the Response.

2. <u>Compensation</u>. CITY will pay CONTRACTOR for the Implementation Services based on satisfactory completion and Acceptance of all Deliverables (as such terms are defined in Section 6 of this Contract) as provided in Section 15 of the SOW and Section 7 of this Contract. Payments to CONTRACTOR shall be subject to Retainage as provided in in Section 15 of the SOW and Section 7 of this Contract.

Payment for the SaaS Services shall be made according to the following schedule of annual subscription fees:

Year 1 $0.00, Year 2 $90,300.00, Year 3 $93,009.00, Year 4 $95,799.00 and Year 5 $98,673.00
CONTRACTOR shall invoice CITY, and CITY shall pay CONTRACTOR, the applicable annual subscription fee in four equal quarterly installments beginning on the Effective Date of this Contract in accordance with the provisions of Section 7 of this Contract.

3. **Maximum Indebtedness**. As required by Section 106.431, *Ordinance Code*, the CITY's maximum indebtedness for all products and services under this Contract shall be a fixed monetary amount not-to-exceed **THREE HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED ELEVEN AND NO/100 DOLLARS ($331,611.00)**. CITY's obligations under this Contract are contingent upon the availability of lawfully appropriated funds for the Services and this Contract.

4. **Term**. The term of this Contract shall commence on the Effective Date and shall continue for a period of three years unless sooner terminated by either party in accordance with the terms of the RFP. CITY shall have the option, in its sole discretion, to renew this Contract for up to two additional terms of one year each.

5. **Incorporation of Documents**. This Contract consists of the following documents which are hereby incorporated as if fully set forth herein and which, in the case of conflict, shall have priority in the order listed:

- This document as modified by any subsequent signed amendments
- The SLA (as defined in Section 12 of this Contract)
- The SOW
- The RFP, as amended
- The Response

6. **Deliverable Acceptance**. The following provisions shall govern Acceptance of the Services and the Solution. To the extent of any inconsistency between the provisions of this Section 6 and the provisions of Section 13 of the SOW, the provisions of this Section 6 shall control.

(a) The term "Acceptance" shall mean written notice by CITY's Project Manager to CONTRACTOR's Project Manager that a Deliverable has been completed to CITY's satisfaction. Acceptance does not in any way limit CITY's rights under this Contract or applicable laws, rules and regulations.

(b) The term "Deliverable" shall mean each deliverable set forth in Section 11.2 of the SOW, and shall include all associated requirements of CITY for the Solution identified in the RFP, the Response and this Contract, including, but not limited to, the business requirement functions contained in Form 5 of the RFP, and includes all work product, supporting documentation and other services that CONTRACTOR is required to, or otherwise does, deliver to CITY in connection with that Deliverable.

(c) CITY's Project Manager will make the determination when a Deliverable is completed and there is Acceptance by CITY. Acceptance will be made by CITY only in writing, and after adequate time to ensure a Deliverable has been delivered in accordance with this Contract. CITY will reject any Deliverable that is not in accordance with this Contract, and shall not be deemed to have Accepted any Deliverable until CITY has had a reasonable time to test the Deliverable following delivery or, if later, within a reasonable time after any deficiency in the Deliverable has become apparent. CITY may partially accept a Deliverable. If CITY elects to accept nonconforming Deliverables, CITY may in addition to other remedies, be entitled to deduct a reasonable amount from payments otherwise due to CONTRACTOR as compensation for the nonconformity. Any Acceptance by CITY, even if nonconditional, shall not be deemed a waiver, or settlement or Acceptance of any nonconforming Deliverable.

(d) The following Acceptance procedure will be used for each Deliverable:

Once CONTRACTOR's Project Manager presents a Deliverable as completed to CITY, CITY will have the time period, as is agreed upon in writing in advance by CITY and CONTRACTOR, to inspect and test such Deliverable (the "Testing Period") to ensure that it conforms to this Contract, including all specifications and requirements contained in the RFP and the Response. CITY will either (i) Accept the Deliverable; or (ii) provide written notice to CONTRACTOR stating how the Deliverable does not conform to this Contract (the "Non-Acceptance Notice").

Upon receipt of the Non-Acceptance Notice, CONTRACTOR, at CONTRACTOR's sole cost and expense, shall as promptly as commercially reasonable and without delay, and in any case within five (5) business days (or such other time period as is agreed upon in writing in advance by CITY and CONTRACTOR), correct the non-conformances specified in the Non-Acceptance Notice and redeliver the Deliverable to CITY.

The parties shall repeat the process set forth in the immediately preceding two paragraphs until the Deliverable has been Accepted; provided, however, if CONTRACTOR: (1) fails to re-deliver any Deliverable within the time period specified, or (2) fails more than twice to remedy a non-conformity, CITY will have the right, at CITY's option, to: (i) provide CONTRACTOR with an additional cure period; (ii) accept the Deliverable as nonconforming, in which case payments otherwise due to the CONTRACTOR will be reduced equitably to reflect the value of the Deliverable as received relative to the value of the Deliverable had it conformed to the specifications and requirements set forth in this Contract; (iii) reject the Deliverable, in which case payments otherwise due to the CONTRACTOR will be reduced equitably to reflect the value of the Deliverable as received relative to the value of the Deliverable had it conformed to the specifications and requirements set forth in this Contract; or, (iv) if the Deliverable is material to CITY's operations, treat such failure as a material breach that is incapable of cure and terminate the appropriate Contract.

Notwithstanding CITY's Acceptance of any Deliverable, upon delivery of any associated Deliverable or the final completed Deliverable, CITY shall have the right to perform additional tests on each previously accepted Deliverable to ensure full integration and compatibility with all other Deliverables. CITY shall perform such testing, and CONTRACTOR shall correct any nonconformities, in accordance with the procedures set forth in this Section, as though each such Deliverable was delivered on the date of delivery of the associated or final Deliverable.

7. **Invoicing and Payment**.

(a) Unless otherwise specified in the RFP or this Contract, the CONTRACTOR may invoice the CITY based on satisfactory completion and Acceptance of Deliverables. Invoices shall contain the RFP number, this Contract number, purchase order number if applicable, and the appropriate vendor identification number. Invoices for Implementation Services shall contain the total amount of the fees for a Deliverable phase, the applicable Retainage (as defined in subsection (b) of this Section), and the net amount payable for that invoice. CITY may require any other information from CONTRACTOR that CITY deems necessary to verify its obligation to pay under this Contract. Payments will be made to CONTRACTOR approximately forty-five (45) days after receipt and acceptance of a proper invoice. CITY does not pay service charges, interest or late fees unless required by law.

(b) CITY shall withhold from each invoice submitted under this Contract for Implementation Services an amount equal to ten percent (10%) of the amount payable under that invoice (collectively, the "**Retainage**") as an assurance for full performance of the Implementation Services. Within sixty (60) days after the CITY's Acceptance of the Implementation Services in their entirety, the CITY shall pay the Retainage to CONTRACTOR less any amounts that may be due and owing to the CITY as a result of the failure of the Solution to conform to all the requirements of the RFP, the failure of the CONTRACTOR to

provide the Implementation Services as set forth in the RFP, and any and all other amounts that in CITY's reasonable judgement may properly be owed to the CITY in connection with such failures.

(c) In the event of any permanent withholding of Retainage, CITY shall provide written notice to the CONTRACTOR describing the extent to which the Services have not been performed and the corresponding amount of the Retainage subject to permanent retention.

(d) To the extent CONTRACTOR's fees include reimbursement for travel or travel- related expenses, such travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

(e) CITY's obligations to make payment are contingent upon availability of lawfully appropriated funds for the Services.

8. **CONTRACTOR Key Positions**. Each of the following CONTRACTOR positions is designated as a "CONTRACTOR Key Position" for the Implementation Services:

- [Insert Key Positions]

CONTRACTOR shall not replace any individual filling a Key Position without the prior written consent of the CITY. If (i) the CITY consents to the replacement of a Key Position, or (ii) an individual in a Key Position leaves the project due to circumstances beyond the control of CONTRACTOR (e.g. resignation, death, or illness), CONTRACTOR must temporarily replace that Key Position within 5 business days of the departure of the individual from the Key Position, and permanently replace that Key Position within 20 business days of such departure. Both the temporary and permanent replacement must have knowledge, skills, and abilities that are either equal to or greater than the individual being replaced. The CITY shall have the right at any time to require that the CONTRACTOR remove from interaction with CITY any CONTRACTOR representative whom the CITY believes is detrimental to its working relationship with the CONTRACTOR. The CITY shall provide the CONTRACTOR with notice of its determination, and the reasons it requests the removal. If the CITY signifies that a potential security violation exists with respect to the request, the CONTRACTOR shall immediately remove such individual. The CONTRACTOR shall not assign the person to any aspect of the Implementation Services without the CITY's consent. CONTRACTOR must permit CITY to interview any of CONTRACTOR's employees, subcontractors and subcontractor employees to assure CITY of the satisfactory performance of the terms and conditions of this Contract. Unless the parties agree otherwise or CITY is willing to pay for the employee's reasonable travel expenses, the interviews will be conducted at the employee's primary place of work. CONTRACTOR will not charge CITY for any employee time unless the interview time for that employee exceeds eight (8) hours in a calendar year.

The CITY's rights under this Section 8 shall be in addition to the rights of the CITY contained in the RFP, including, but not limited to Section 3.29 (Qualification of Contractor Employees, Subcontractors, and Agents).

If the CITY exercises its rights under this Section 8 to remove an individual who is not in a Key Position, CONTRACTOR must make every reasonable effort to replace the individual by the date requested by the CITY but in no event later than 30 consecutive calendar days after the individual's departure.

10. Data Security Requirements. CONTRACTOR shall comply with the Data Security Requirements set forth in **Attachment B** to this Contract. The provisions of Attachment B shall replace and supersede the provisions of Section 3.48(d) and (e) of the RFP.

Within 3 business days of the Effective Date, CONTRACTOR will deliver to CITY its most recent Service Organization Control (SOC) 2 Report (the "SOC 2 Report") prepared by a qualified independent audit firm, as the same may be amended, from time to time, together with any updates, amendments or supplements to the SOC 2 Report since the date of the Report. CONTRACTOR warrants that there has been no material change to its security controls since the date of such Report. During the term of this Contract, CONTRACTOR shall deliver to CITY any and all updates, amendments or supplements to such SOC 2 Report and any and all new SOC 2 Reports prepared for CONTRACTOR within 5 business days of CONTRACTOR's receipt of such new Report, update, amendment or supplement.

11. **Scope**. For the sake of clarity, notwithstanding anything to the contrary contained in the SOW, the scope of the Services to be provided by CONTRACTOR under this Agreement shall include all functionality and Services necessary to meet all of CITY's requirements set forth in the RFP, including but not limited to the Business Requirement Functions set forth in Forms 5 and 6 of the RFP.

12. **Service Level Policy**. Attached as Exhibit A to this Contract is the SmartSimple Service Level Policy (the "**SLA**") which is hereby incorporated herein. The SLA is the "Service Level Agreement referred to in Section 5.3 of the Response.

13. **Florida's Public Records Laws**. CONTRACTOR acknowledges and agrees that CITY is subject to the Florida Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act") and to certain provisions of Chapter 286, Florida Statutes, relating to public meetings and records. CONTRACTOR also acknowledges and agrees that CITY has certain obligations to allow for inspection and copying of public records pursuant to Article I, Section 24 of the Constitution of the State of Florida (the "Constitution", and together with the Public Records Act and the applicable parts of Chapter 286, Florida Statutes, the "Sunshine Laws"). CONTRACTOR also acknowledges and agrees that CITY has certain obligations to allow for inspection and copying of public records pursuant to the Sunshine Laws, and such disclosure requirements and the provisions of this Section 11 shall be superior to and shall supersede any confidentiality restrictions or other obligations contained in any document or agreement relating to this Contract.

14. **Notices**. All notices under this Contract shall be in writing and shall be delivered by certified mail, return receipt requested, or by other delivery with receipt to the following:

As to the CITY:
City of Jacksonville
214 North Hogan Street, 9th Floor
Jacksonville, Florida 32202
Attn: Tom Ossi, Technology Contract and Records Manager

As to the CONTRACTOR:
SmartSimple Software LTD Corporation
33 West 19th Street, 4th Floor
New York, New York 10011
Attn: Michael Reid, Chief Operating Officer

15. **Project Managers.** Each party will designate a Project Manager during the term of this Contract whose responsibility shall be to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. As of the Effective Date, CITY'S Project Manager is Michelle Harrell, MichHarrell@coj.net, 904-255-8058, and CONTRACTOR'S Project Manager is _____, __. Each party shall provide prompt written notice to the other party of any changes to the party's Project Manager

or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

16. **Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

17. **Counterparts.** This Contract, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that electronic transmission of all signatures, with originals to follow, shall constitute and be evidence of an executed Contract.

[Signature page follows immediately.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

WITNESS:

_____

SMARTSIMPLE SOFTWARE LTD CORPORATION

By: _____
Print Name: _____
Title: _____

ATTEST:

By: _____
James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: _____
Lenny Curry
Mayor

In accordance with the *Ordinance Code*, of the CITY of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

_____
Director of Finance
CITY Contract Number:_____

Form Approved:

_____
Office of General Counsel

GC-#1242821-v4A-SmartSimple_Grant_Management_SaaS.docx

ATTACHMENT A

SCOPE OF WORK

ATTACHMENT B

DATA SECURITY REQUIREMENTS

In performing the Services under the Contract, CONTRACTOR will have access to certain personal information as well as other confidential information of the CITY, and must safeguard such information in accordance with the requirements set forth in this Attachment, which shall be incorporated into all agreements between the CITY and the CONTRACTOR.

1. PROTECTED INFORMATION DEFINED.

1.1. This Attachment shall apply to information that is accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the Services by the CONTRACTOR, in whatever form including but not limited to paper, electronic or oral, that is (a) individually identifiable information about CITY's employees, employees' family members, residents, independent contractors, and other individuals, including but not limited to any individually identifiable health or financial information, (b) other confidential or proprietary information concerning CITY, and (c) marked or otherwise designated in writing as confidential or would appear to a reasonably prudent person to be non-public, confidential or proprietary in nature ("**Protected Information**").

1.2. All Protected Information shall remain the sole and exclusive property of CITY.

1.3. As used herein, Protected Information does not include information that (i) was publicly known through no unauthorized act of the CONTRACTOR, or otherwise known to the CONTRACTOR without an obligation of confidentiality, at the time of disclosure, (ii) subsequently becomes publicly known through no unauthorized act or omission of the CONTRACTOR, (iii) rightfully received from a third party without an obligation of confidentiality; or (iv) independently developed by the CONTRACTOR without the use of the Protected Information.

2. LIMITATIONS ON ACCESS, USE AND DISCLOSURE OF PROTECTED INFORMATION.

2.1. The CONTRACTOR shall maintain any Protected Information in confidence to be used solely for purposes of conducting Services.

2.2. The CONTRACTOR shall ensure that, except as required by law, Protected Information will be accessed, created, received, maintained, processed, modified, used, disclosed or destroyed by only CONTRACTOR's employees, officers, subcontractors, independent contractors or agents and solely as necessary and appropriate to perform the Services.

2.3. In the event access to Protected Information to perform the Services requires access to the CITY's computer network, CONTRACTOR shall:

- Permit access only to Authorized Parties and no other persons. (As used herein: (i) "**Authorized Party**" means an employee or Affiliate of the CONTRACTOR or a third party engaged by CONTRACTOR who has a need to know or otherwise access Protected Information to enable CONTRACTOR to perform its obligations under the Agreement, and who is bound in writing as provided in Section 2.4 below, and (ii) "**Affiliate**" of any specified person means and includes any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified person. For purposes of this definition, "control," "controlling," and "controlled," when used with respect to such other person means the power to direct the management and policies of such other person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.)

- Be responsible for any unauthorized access to CITY's computer network by CONTRACTOR s employees, affiliates, or third party contractors.

- Not knowingly introduce any viruses, worms, time bombs, time locks, drop dead devices, traps, access codes, trap door devices, or any other malicious software that is designed to disrupt, disable, erase, alter, harm, or otherwise impair CITY, CITY information available through the computer network, or CITY's computer network.

- Maintain the confidentiality of access credentials to the CITY computer network.

- Promptly notify CITY of any actual or potential loss, disclosure, or unauthorized access of access credentials to the CITY computer network or any CITY information available through the computer network.

2.4. CONTRACTOR will not, directly or indirectly, disclose Protected Information to a third party (subcontractor, independent contractor, agent, etc.) without express written consent from CITY unless and to the extent required by law enforcement or government bodies or as otherwise to the extent expressly required by applicable law or regulations or in the Agreement; provided, however, that in the event such information is requested by a law enforcement authority or governmental authority (or is required to be divulged by law or regulation) CONTRACTOR shall give advance notice of such disclosure requirement to CITY and shall give CITY a reasonable opportunity to object to and contest such disclosure, including by seeking a protective order or other appropriate remedy. In the event CONTRACTOR is permitted hereunder to disclose Protected Information to a third party, the CONTRACTOR must obtain the written agreement from such third party agreeing to be subject to the same terms, conditions, protections, and limitations with respect to Protected Information contained in this Attachment, and CONTRACTOR shall remain liable to CITY for the actions and omissions of the third party concerning the treatment of the Protected Information, in accordance with the terms herein.

2.5. CONTRACTOR will not use, sell, rent, transfer, barter, exchange, assign, distribute, or otherwise process or make available Protected Information for CONTRACTOR's own purposes or for the benefit of anyone other than CITY without CITY's express written consent.

2.6. In the case of individually identifiable health information subject to the privacy regulations issued under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, that is accessed, created or received by CONTRACTOR on behalf of CITY, CONTRACTOR will be subject to the terms of the Business Associate Agreement entered into between the parties and incorporated herein by reference.

2.7. In the event Protected Information or protected health information under HIPAA is accessed, created or received by CONTRACTOR on behalf of CITY and pursuant to an authorization, such information may be used or further disclosed only as specifically set forth in such authorization.

2.8. Except as directed by CITY in writing or as required under Section 5.2 below, CONTRACTOR may not modify or destroy any Protected Information. In the event CONTRACTOR is permitted to destroy Protected Information under this Attachment, CONTRACTOR shall burn, pulverize, or shred papers or destroy or erase electronic files or media so that the information on such papers, files, and media cannot be read or reconstructed as per industry accepted frameworks such as NIST Special Publication 800-53 or ISO/IEC 27000.

3. **REASONABLE SAFEGUARDS.**

3.1. CONTRACTOR shall use appropriate safeguards to prevent any access, use, modification, disclosure or destruction of Protected Information other than as permitted under this Attachment, which shall include but not be limited to administrative, physical and technical safeguards as necessary and appropriate to protect the confidentiality, security, integrity and availability of Protected Information, and which shall be no less rigorous than accepted industry practices (AES-256, ISO 27002, ITIL or COBIT or other industry standards of information security). Such safeguards shall include, without limitation, all of the following:

- a high level member of management with responsibility for safeguarding of Protected Information;
- periodic risk assessments (no less frequently than annually) for appropriateness of safeguards and make appropriate modifications;
- information systems authentication and access controls;
- data breach response protocol;
- securing physical facilities, data centers, servers, back-up systems and computing equipment, including, but not limited to, encryption and password protection for all mobile devices and other equipment with information storage capability to the extent technically feasible;
- network, device application, database and platform security;
- encryption of Protected Information at rest and in transit;
- authentication and access controls within media, applications, operating systems and equipment;
- disaster recovery and business continuity protocols;
- securing all paper files;
- securing transmission, storage and disposal of Protected Information;
- personnel security and integrity measures including, but not limited to, background checks consistent with applicable law;
- conducting external and internal penetration testing and vulnerability scans and promptly implementing, at CONTRACTOR's sole cost and expense, a corrective action plan to correct the issues that are reported as a result of the testing;
- conducting and documenting training for all employees and other workforce members who will have access to Protected Information; and
- access controls, including logging of all access and exfiltration, and retention of such access control logs for a period of no less than one (1) year.

3.2. A "**Breach of Protected Information**" shall mean (i) any act or omission that materially compromises either Personal Information or the physical, technical, administrative, or organizational safeguards put in place by CONTRACTOR (or its agents or subcontractors), or by CITY should CONTRACTOR have access to CITY's systems, that relate to the protection of Personal Information, (ii) any unauthorized access, uses, disclosure, modification, or destruction of Protected Information known to CONTRACTOR whether or not harm is likely to result from the Breach, or (iii) receipt of a complaint in relation to the privacy practices of CONTRACTOR. CONTRACTOR shall report a Breach of Protected Information to CITY without unreasonable delay but not later than 24 hours after becoming aware of the Breach of Protected Information. CONTRACTOR shall provide such report by e-

mailing **ITDSecurityAlert@coj.net** with a read receipt with a copy to CITY under the notice provisions of this Attachment. In the event of a Breach of Protected Information, the CONTRACTOR shall (i) shall not inform any third party of any Breach of Protected Information without first obtaining CITY's prior written consent; (ii) provide CITY with the name and contact information for an employee of CONTRACTOR who shall serve as CITY's primary contact and shall be available to assist CITY at all times in resolving obligations associated with a Breach of Protected Information; (iii) abide by CITY's determination concerning whether a reportable breach has occurred under applicable law and the steps necessary to comply with the notice requirements, including the content of the notices; and (iv) comply with all reasonable requests to assist in the investigation and mitigation of the Breach of Protected Information, including permitting access by CITY personnel and or its designees to CONTRACTOR's affected facilities and personnel and records involved in the matter, cooperating with CITY in any litigation or other formal action against third parties deemed necessary by CITY to protect its rights, and using its best efforts to prevent a recurrence of any such Breach.

4. **INDEMNIFICATION, DEFEND AND HOLD HARMLESS.**

Notwithstanding any provision in the Contract to the contrary, the CONTRACTOR shall indemnify, defend and hold harmless CITY, its affiliates, members, directors, officers and employees ("**CITY Indemnified Person**") from and against any and all claims, suits, causes of action, inquiries, investigations, proceedings (a "**Claim**"), and the resulting damages, fees, costs, penalties, resolutions, assessments, losses, liabilities, or judgments (including reasonable attorneys' fees) which may be imposed on or incurred by or instituted against any such CITY Indemnified Person relating to or arising out of: (a) any access, use, disclosure, modification, or destruction of Protected Information that is not permitted under this Attachment or applicable law; or (b) CONTRACTOR's breach of this Attachment; provided, that the CONTRACTOR will not be liable under this section to the extent any losses are determined, in a final judgment by a court, not subject to further appeal, to have resulted primarily from the gross negligence, willful misconduct or bad faith of such CITY Indemnified Person. CONTRACTOR's obligations under this section extend to its acts and omissions, as well as the acts and omissions of CONTRACTOR's employees, officers, subcontractors, independent contractors, or agents.

The CITY Indemnified Person shall provide CONTRACTOR with prompt written notice of the existence of any Claim; non-financial assistance at CONTRACTOR's request and expense to the extent reasonably necessary for the defense of such Claim; and control over the defense or settlement of such Claim, provided that no settlement requiring any financial payment from CITY Indemnified Person, admission of liability by CITY Indemnified Person, or equitable or injunctive relief shall be made without CITY Indemnified Person's prior written consent. Indemnitee shall have the right to participate in the defense of any such Claim at its expense and through counsel of its choosing.

5. **TERM, TERMINATION AND RETURN OF PROTECTED INFORMATION.**

5.1. The duties and obligations under this Attachment shall commence as of the Effective Date (or, if earlier, the first date any Protected Information was provided to CONTRACTOR), and shall terminate upon the earlier of the termination of the Agreement or the date the CONTRACTOR no longer maintains or has access to any Protected Information; provided, however, Section 5 shall survive the termination of the Agreement and this Attachment, and Sections 1 through 4 of this Attachment shall survive so long as the CONTRACTOR retains any Protected Information.

5.2. Upon termination of the Agreement for any purpose, CONTRACTOR shall return to CITY or destroy all Protected Information in its possession that is not necessary to perform any remaining services under the Agreement. CONTRACTOR will contact CITY to determine whether the Protected Information (regardless of how stored by CONTRACTOR) must be: (a) returned to CITY; or (b) destroyed. This provision shall apply to Protected Information that is in the possession of subcontractors, independent contractors or agents of CONTRACTOR. Except as otherwise agreed to

by the Parties, CONTRACTOR shall retain no copies of Protected Information. In the event that CITY does not respond to such inquiry within sixty (60) days of receipt thereof, CONTRACTOR shall destroy all such Protected Information in its possession. Notwithstanding the foregoing, CONTRACTOR may retain a copy of such Protected Information as CONTRACTOR is required to retain for its regulatory purposes (but only the Protected Information necessary for compliance and only for as long as it is so required), provided that such copy must be safeguarded by CONTRACTOR consistent with the terms of this Attachment. At such time as the Protected Information is no longer required to be maintained by CONTRACTOR for its regulatory purposes, CONTRACTOR shall destroy said information.

6. **COMPLIANCE OVERSIGHT.** Upon CITY's request, CONTRACTOR shall grant CITY, or a third party on CITY's behalf, permission to perform (at CITY's cost) an assessment, audit, examination, or review of controls in CONTRACTOR's environment in relation to the Protected Information being accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the Services. CONTRACTOR shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes Protected Information for CITY pursuant to this Attachment. Any assessment, audit, examination, or review of controls under this Section 6 must be preceded by reasonable prior written notice of the audit and shall be designed to assess compliance with applicable law and this Attachment.

Upon CITY's request, CONTRACTOR shall promptly and accurately complete an information security questionnaire provided by CITY or a third party on CITY's behalf regarding CONTRACTOR's environment in relation to the Protected Information being accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the Services, CITY computer networks accessed, and/or services being provided to confirm compliance with this Attachment, as well as any applicable laws, regulations, and industry standards. CONTRACTOR shall fully cooperate with such inquiry. CITY shall treat the information provided by CONTRACTOR in the security questionnaire as confidential.

Upon CITY's request, CONTRACTOR shall provide CITY with the results of any audit performed that assesses the effectiveness of CONTRACTOR's information security program as relevant to the security and confidentiality of Protected Information processed or CITY computer networks accessed during the course of this Agreement. CONTRACTOR acknowledges that any such results are not intended and do not provide a basis to conclude that CONTRACTOR is compliant with any particular provision of this Attachment or applicable law

smartsimple

Implementation Project Statement of Work

This Statement of Work ("SOW") is subject to the terms and conditions agreed between SmartSimple Software and City of Jacksonville ("Client").

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This SOW will become part of the legally binding Contract between the CoJ ("Client") and SmartSimple.

Project Name	City of Jacksonville GMS360° Implementation
Document Version	4.0
SmartSimple Account Executive	Todd Lapin
Client Project Manager	Kristen Hill
Client Executive Sponsor	Damian Cook
SmartSimple Project Manager	Raul Zapanta
SmartSimple Executive Sponsor	Cameron McLean
Related Statements of Work	None

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1 Organization Background

The City of Jacksonville Office of Grants and Contract Compliance ("City") requires a full life-cycle Grants Management Software as a Service (SaaS) Solution. The solution should equip leadership with the tools necessary to provide strategic alignment, effective organizational collaboration, additional internal controls, and improved decision making, thus contributing to organizational efficiency and effectiveness. This solution must include pre-grant award and post-grant award capabilities, and the ability to manage sub-recipients through a portal or similar capability.

2 Project Summary and Objectives

The City of Jacksonville project scope includes the replacement of the City's current grants management system, as defined by the City's requirements set forth in RFP ESC-0352-18. SmartSimple will provide all services required to implement the software applications and packages identified in Form 5—Business Requirement Functions Response, and Form 6—Technical Requirements..

The process configured will assist in the following mechanisms:

- A nonprofit profile/account to store basic organizational data
- On Line Applications
- Support multiple applications and deadlines
- Reviews
- Email notifications and communications tracking
- Easily printable applications
- Report Schedules
- Grant Performance and Financial reports
- Reporting tools
- Program Management
- Budget Management
- User Friendly Interface

COJ is seeking to implement a Grant Management System with a more comprehensive application that provides the following outcomes:

- **Stability** – Reduce system downtime and improve productivity.
- **Simplicity** – Reduce the complexity of current processes, workflows, and reporting.
- **Consolidation** – Decrease the total number of systems needed to manage grants, contracts, budgets, payments, and outcomes.
- **Enhancements** – Improve ability to capture new data points, such as outcomes, and provide actionable analytics on grants, programs and outcomes. These outcomes will result from not only the implementation of a new Grant Management System, but also through data and process refinement.

3 Key Stakeholders

Although not formal signees of this document, the following stakeholders will be engaged to review all or some of this document:

3.1 SmartSimple

Role	Responsibility
System Architect	Responsible for the overall architecture of the system as reflected in this document.
Project Manager	Review of full document, focus on Milestones and Fees
Account Manager	General review.
Executive Sponsor	General review and fees.
Business Analyst - Lead	Configuration team
Business Analyst - Second	Configuration team
Development Team	Review of Integration, Data Import, any custom configuration/scripting requirements, and any specifications that rely on new features/enhancements that are not yet in production

3.2 Client

Role	Responsibility
Grants Team	Responsible for the programmatic implementation and on-going use and administration of the system Assignee : Damian Cook, Kristen Hill
IT/Information Systems	Signs off on ITD related approvals and written notices. System configuration and technical support for City of Jacksonville Assignee: Richard Reilly, Paul Freeman (System Integrations and basic support)
Legal/Compliance	Provides legal guidance and oversight pertaining to contractual obligations, Sunshine laws, and other matters regarding federal, state, and local law. Assignee: OGC
Finance/Accounting	Ensure budgetary resources are available for project implementation and on-going use of the system. Assignee John Proctor

Branding/Marketing	Ensures COJ interface of the SmartSimple platform reflects the City of Jacksonville's branding and marketing guidelines. Assignee: Office of Public Affairs
Executive	Responsible for providing approvals for change of scope or other actions requiring formal acknowledgment and verification through written notices. Assignee: Ken Lathrop, Damian Cook
Third Parties	City of Jacksonville customers/external users of the SmartSimple system Assignee: Various applicants and recipients of COJ grant funds.

4 Security Standards

SmartSimple employs role based system access.

Each user (internal and external) logs in from the same page and based on their given role(s) are presented with the configured view of the system. These roles control the functionality available to the users.

The level of access (no access, view access or edit access) for internal staff or applicants to each component (applications, reviews, reports, etc.) and/or on a field specific level will be controlled by roles, as specified by Client.

Internal Users: Client staff, Program Administrators.

External Users: Applicants, Reviewers

Internal Staff has an elevated level of system access. They can add, view and/or update all external contacts, organizations, contracts, contracts and contract based activities.

4.1 General System Security

All information encrypted in motion (i.e. when being transmitted) using SSL and at rest (i.e. on server hard drive).

SmartSimple holds a SOC 2 Type 2 .certification.

5 Functional Quality Assurance

SmartSimple has a rigorous quality assurance (QA) testing process for all the functional processes configured in the system before being delivered to Client. This type of QA testing is in addition to the QA testing that occurs before each platform upgrade. which encompasses baseline changes to the platform.

The following procedures are followed before releasing a component to Client, once the implementation team completes a component.

- Once the component has been implemented then the QA team will test the component by following all possible use cases.
- Following the testing, the QA team will provide their feedback to the implementation team and any issues that are found will be addressed.
- After all issues have been addressed, then the implementation team will demo to Client the functionality in the component and provide a set of instructions to test the various use cases.

6 User Experience Testing

SmartSimple has a process in place for testing the end user experience. This testing is unique to every system as all user roles and all business processes are tested to ensure a smooth and intuitive user experience.

The following procedures are followed before releasing a component to Client, once the implementation team completes a component.

- Once the component has been implemented then the User Experience team will test the system by logging in as the end user for all applicable roles and go through all the business processes. This is to ensure that the end user functions are intuitive and clear instructions are available for the same.
- Following the testing, the User Experience team will provide their feedback to the implementation team and any issues identified will be addressed.

7 User Acceptance Testing (UAT)

Once Client has been provided with the instructions for testing they need to follow those instructions, test and confirm that all the business processes have been accurately captured in the system.

The testing is to ensure the system performs according to the specifications outlined in this Statement of Work and in accordance with refinements to these specifications agreed upon during the implementation.

Important: changes to specifications during the UAT phase are out of scope and will result in additional costs and likely delays to the project schedule.

7.1 Test Scripts

Client will need to create test scripts. For each milestone, the Client will have the opportunity to create their own test scripts on the following activities:

a) Weekly requirements review meeting where demos may be included as an agenda item. The demo, when applicable, will provide the Client to see some of the features that have been configured to date.
b) Pre-release Demo meeting. This meeting occurs one week before the UAT Demo Release.
c) UAT Demo Release meeting.

These demos are recorded to allow the Client to view it any time.

SmartSimple can also provide some test script template as a sample

7.2 Stakeholder engagement

Client is encouraged to engage a focus group or groups of their relevant stakeholders.

7.3 Task Tracker

SmartSimple provides an application called Task Tracker with each system. This application is to be used by both Client and the implementation team to raise any tasks and provide feedback during the implementation and UAT process.

8 Important Notes about Scope

The scope of the project is limited to the items outlined in this Statement of Work, including the supporting documents referenced in Section 9 below, including *SmartSimple_Sofware_Original_Response_to_ESC-0352-18.pdf.* These additional supporting documents were provided by COJ.

Details of process flow and templates such as forms, activities and reports are expected to be as previously described and in materials provided by Client.

8.1 Data Import

The historical data will be imported once, at the very start of the configuration for this project. Client must provide a spreadsheet with the data for this import. It can contain a subset of the data if desired, but the structure of the spreadsheet must be identical to that of the final import. Prior to go-live all imported and test data will be deleted from the system, and the final data will be imported from the final spreadsheet provided by Client.
Client is responsible for all data cleansing and validation.
NOTE: Once imported, these grants will not behave in the same way as grants created within SmartSimple, as outlined in this System Specifications Document. They will be imported as static records. In developing the new system, it is expected that Client's requirements for the data being captured will include new fields, not present in their existing system, as well as for newly structured data. SmartSimple will map existing data being imported into the new structure, based on Client instructions. There are implications to the behavior of imported records where the data is not present, or structured differently. For example, if Client adds a new coding field and makes it mandatory, imported grants that do not have that field may require manual intervention by Client staff to populate the field in order to progress the record (i.e. if the coding is required to make a payment).

8.2 Integration

SmartSimple will integrate with the following systems:

- ERP (Oracle) – bi-directional
- SAMIS – bi-directional
- USASPENDING.gov
    - The system will allow custom award data from USASPENDING.gov to be uploaded into SmartSimple to make it searchable.
    - The data file to be uploaded will be prepared by COJ staff by downloading it in the .csv format from the USASPENDING.gov website.
    - The staff will then upload this file using a url generated in SmartSimple. The system will give COJ the ability to upload and process the file in SmartSimple using the Autoloader feature so that records can be created from the data in the

file. Once the records are created in the system, the data will be searchable in SmartSimple.

- A sample file of the data to be uploaded is provided as *'All Federal Grants – Florida.csv'*

8.3 Change Requests

Significant changes to scope or timelines, will be subject to additional costs. A formal change request, signed by both parties, outlining the changes and the impact to cost and schedule will be required to proceed.

Changes to the system configuration, above and beyond those previously agreed to and signed off on in the Statement of Work, can potentially be identified during deployment and impact effort, cost, duration or the go-live date.

- Scope change means any change from the previously defined specifications.
- Any project change will be discussed and negotiated between COJ and SmartSimple onwhether or not it's a "change in scope of the deployment."
- When a scope change is encountered, all work on that part of the project may cease until the client determines if the identified change is mandatory within the project.
- Clients may opt to defer the change until after the current project or elect to use an alternative approach within the system.
- If the change in scope is fundamental to the entire deployment project, then escalation to the Executive Sponsors is always required. In some instances, the project may need to be placed on hold until such time as the client determines how they wish to proceed.
- Timely decision making is required in order to ensure that the project doesnot lose its deployment window and therefore require rescheduling. If the project is delayed, the client will be billed for all work up to the last completed milestone.

9 References

ESC-0352-18.pdf and all applicable addendums

SmartSimple_Sofware_Original_Response_to_ESC-0352-18.pdf

Grant_Process_Detail_Workflow.pdf – This master document covers the entire COJ Granting Process in detail with every process outlined using a swim lane diagram.

The sub processes described in these diagrams outline the different stages in the granting process such as application submission, application review by external scorers followed by the COJ decision on the application. The Post Award section contains the swim lane diagrams for the Financial and Performance reporting. The document contains separate diagrams for common alternate scenarios encountered in the above sub processes.

Documents below have been provided as examples of documentation, and adjustments can be made within the established/agreed upon RFP and SOW.

Supporting documents provided to clarify the application and budget templates mentioned in the swim lane diagrams are as follows -

- *Application form template: 2017 -2018 Universal application.pdf*
- *Application form template: 2019 Public Service Grant Applicationrev5.doc*
- *Application form template: UA 2018-2019 online application – CDBG.pdf*
- *Budget form template: PSG Audit Expense Acceptable Format rev.pdf*
- *Award Grant – Legislation: Legislative Process Document.pdf*

Supporting documents provided to clarify post award reporting requirements are as follows –

- *Example Annual Financial Report.pdf*
- *Example of Payment Request.pdf*
- *Example of Performance Variance Report – I M Sulzabacher - Meals 16-04.pdf*
- *Goals and Objectives Worksheet FY18.xlsx*

10 What is Out of Scope for this Project

Anything not explicitly included is out-of-scope, including the following:

- Customized user guides, manuals, process flow diagrams or other documentation, however the following documents can be generated from the system:

  System design summary including all objects, all fields, all automation tasks

  System security summary including platform security settings with expanded details and a flag if attention is required

  Organization contact security matrix including list of settings that allow or deny organization and contacts interact with other organization and contact data.

  System feature and visibility permissions. In addition, system can generate diagrams summarizing modules specific configuration and workflow configuration.
- Complex or highly formatted reports. This includes any reports that require functionality that is outside standard platform capability.
- Translation of the interface to other languages.
- Extensive formatting of instructions, validation criteria or tool tips using scripts or formatting other than supported by base functionality.

11 Milestone Dates and Acceptance Criteria

11.1 Milestone Schedule Validity

Actual milestone dates will be determined based on the actual execution date of the contract.

The schedule will be finalized and approved by both parties once the contract is executed.

11.2 Milestone Schedule

Milestone # 1	
Name:	Project start / Kickoff meeting

Deliverable(s):	SOW review, milestone schedule, roles and responsibilities, and meeting schedule.
Due Date(s):	Contract Execution Date
Milestone # 2	
Name:	Training for Project Team
Deliverable(s):	SmartSimple Basics (general navigation) and Customer Relationship Management (CRM).
Due Date(s):	Two - 2 hour sessions before the UAT demo release of Milestone # 3.
Milestone # 3	
Name:	Baseline system and CRM configuration
Deliverable(s):	Organization profile, Contact profile, Applicant registration page, Login page, Initial historical data import
Due Date(s):	UAT demo release: UAT: (COJ) UAT feedback remediation and testing 1: (SmartSimple) UAT of remediation: (COJ) UAT feedback remediation and testing 2 (SmartSimple) UAT of remediation and Sign-off: (COJ)
Milestone # 4	
Name:	Create Fund and Opportunity
Deliverable(s):	Ability for staff to create a Fund and Opportunity and publish to applicant portal – Program Manager UTA, Fund Manager UTA
Grant Detail Process Workflow Section(s):	1.0
Due Date(s):	UAT demo release: UAT: (COJ) UAT feedback remediation and testing 1: (SmartSimple) UAT of remediation: (COJ) UAT feedback remediation and testing 2: (SmartSimple) UAT of remediation and Sign-off: (COJ)
Milestone # 5	
Name:	Pre-Award Application Submission
Deliverable(s):	Ability for applicants to complete and submit applications to COJ 3 application types.
Grant Detail Process Workflow Section(s):	2.0.6.0

Due Date(s):	UAT demo release: UAT: (COJ) UAT feedback remediation and testing 1: (SmartSimple) UAT of remediation: (COJ) UAT feedback remediation and testing 2: (SmartSimple) UAT of remediation and Sign-off: (COJ)
Milestone # 6	
Name:	Application Review and Decision
Deliverable(s):	Ability for scorers to score and review grant application. Ability for staff to make a decision on the application – awarding grants
Grant Detail Process Workflow Section(s):	3.0, 4.0
Due Date(s):	UAT demo release: UAT: (COJ) UAT feedback remediation and testing 1: (SmartSimple) UAT of remediation: (COJ) UAT feedback remediation and testing 2: (SmartSimple) UAT of remediation and Sign-off: (COJ)
Milestone # 7	
Name:	Post-Award Processing - Manage Grant Performance and Payments
Deliverable(s):	Ability for applicants to submit financial and performance information.
Grant Detail Process Workflow Section(s):	5.0, 5.1, 5.2, 5.3
Due Date(s):	UAT demo release: UAT: (COJ) UAT feedback remediation and testing 1: (SmartSimple) UAT of remediation: (COJ) UAT feedback remediation and testing 2: (SmartSimple) UAT of remediation and Sign-off: (COJ)
Milestone # 8	
Name:	Manage Grant process City wide
Deliverable(s):	Reporting / Dashboards / Integration

Grant Detail Process Workflow Section(s):	8.0
RFP document ESC-0352-18.pdf Section(s):	CA1.13 and CA1.14
Due Date(s):	UAT demo release: UAT: (COJ) UAT feedback remediation and testing 1: (SmartSimple) UAT of remediation: (COJ) UAT feedback remediation and testing 2: (SmartSimple) UAT of remediation and Sign-off: (COJ)
Milestone # 9	
Name:	Go-live deployment / Implementation complete
Deliverable(s):	Transition to post implementation support.
Due Date(s):	
Milestone # 10	
Name:	Training
Deliverable(s):	Remaining mandatory training
Due Date(s):	All system administrator training must be completed within 60 days of project closure.
Milestone #11	
Name:	Project Closure
Deliverable(s):	All components defined in this SOW function as specified. Applications/awards can be successfully moved through the entire award lifecycle.
Due Date(s):	

12 Client Responsibilities and Assumptions

- Client will make available Manager level resources to provide business information as necessary.
- Client has sufficient resources to dedicate to this project.
- Client will provide all specifications on a schedule as agreed with SmartSimple. Any material revisions to specifications provided may incur additional fees.
- Client has done sufficient research with the constituent communities to verify the acceptance of the functionality, as defined herein, within those communities.
- Functionality is sufficiently defined in Client supplied documentation.
- Client will review deliverables and provide all feedback within time allotted in the schedule.

- Client is responsible for providing translations for all content required.

13 Acceptance Procedure and Criteria

All deliverables provided for approval shall be deemed accepted if, within the designated period of the UAT schedule, Client has not provided an email notice identifying any basis for rejecting the deliverable. Acceptable form for UAT signoff will only be provided in writing via email by Client.

If any deliverable is rejected, Client will provide specific reference to the specifications in this Statement of Work and/or accompanying System Specifications Document that have not been adequately met.

No Acceptance Test will be deemed to have failed as a result of any deficiency which:

a) was not caused by SmartSimple or was not caused by AWS
b) was or should reasonably have been discovered by Client in a prior User Acceptance Test, but was not previously notified by the Client to SmartSimple in writing in connection with that User Acceptance Test; (SmartSimple will not dismiss the "new" task(s). In the interest of keeping on schedule, milestone will be signed –off and the "new" task(s)" will be addressed or deferred when we find time in the schedule. COJ and Smartsimple will discuss and agree on the time of resolution of the new task(s)) or
c) was minor in nature and does not prevent the Client from carrying out their daily job duties/responsibilities.

In the event of a dispute over acceptance of a milestone, Client will provide a written description of the reason(s) for the dispute. If the dispute involves more than one milestone, or has implications for the configuration of subsequent milestones, upon agreement by both parties, SmartSimple may discontinue work and extend the project schedule until the dispute is resolved.

14 Configuration Fees

14.1 Note about Configuration Fees

Pricing and effort defined in this Statement of Work are valid for duration of the project as per RFP (*SmartSimple_Sofware_Original_Response_to_ESC-0352-18.pdf). Price is subject to change if there is a change order which increases the scope.*

14.2 Fixed Fees (one-time fees)

Implementation and Training: $148,302

15 Payment Schedule

The fee schedule reflects the first 12 months of the contract Form 1 - Price Sheet (SmartSimple_Software_Original_Response_to_ESC-0352-18.pdf) in the SmartSimple response to RFP ESC-0352-18.

15% of the fixed fees are due upon signing.

A 10% holdback of the fixed fees is billable on the Project Closure milestone date.

The remaining 75% of fixed fees will be billed by milestone for services provided by the vendor upon COJ acceptance.

Actual milestones dates will be determined based on the actual execution date of the contract plus the designated elapse time.

#	Milestone Description	Activity	Timeline (calendar days)	Amount	Retainage	Net Due
	Contract Signature	Deposit	Day 0 (contract sign date)	$22,245.30	$2,224.53	$20,020.77
3	Baseline System and CRM Configuration	UAT Signoff	Contract sign date + 35 days	$15,757.09	$1,575.71	$14,181.38
4	Create Fund and Opportunity	UAT Signoff	Previous milestone + 62 days	$15,757.09	$1,575.71	$14,181.38
5	Pre-Award Application Submission	UAT Signoff	Previous milestone + 86 days	$15,757.09	$1,575.71	$14,181.38
6	Application Review and Decision	UAT Signoff	Previous milestone + 62 days	$15,757.09	$1,575.71	$14,181.38
7	Post-Award Processing	UAT Signoff	Previous milestone + 60 days	$15,757.09	$1,575.71	$14,181.38
8	Manage Grant Process City wide	UAT Signoff	Previous milestone + 14 days	$15,757.09	$1,575.71	$14,181.38
9	Go Live	Go Live Readiness and Signoff	Previous milestone + 7 days	$15,757.09	$1,575.71	$14,181.38
10	Mandatory Training	Completed	Previous milestone + 15 days	$15,757.09	$1,575.71	$14,181.38
11	Project Closure / Retainage Release	Successful execution of an entire Award Lifecycle	Close-out Date Previous milestone + 15 days			$14,830.20
	Totals			**$148,302.00**		**$148,302.00**

16 Signatures

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the date first set forth above.

Client	
Name:	
Title:	
Signature:	
Date:	
I have authority to bind the City of Jacksonville.	

SmartSimple Software	
Name:	Cameron McLean
Title:	President
Signature:	
Date:	
I have authority to bind the Corporation.	

Payee Details

SmartSimple Software Ltd.
33 W 19th Street, 4th Floor, New York, NY, 10011
Bank Name: TD Bank
Branch Add 655 Avenue of the Americas,
New York, NY 10010
Account Number: 4274007644
US Routing Number: 026013673

SmartSimple requires a purchase order prior to commencing all work.
The purchase order details should be forwarded to accounting@smartsimple.com or your account manager.

This Statement of Work is valid for 90 calendar days from the date delivered to the Client.

SUBJECT: GRANT MANAGEMENT SOFTWARE AS A SERVICE (SaaS) SOLUTION

BID #: ESC-0352-18 OPEN DATE: 1/31/18

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Three (3) years from date of contract execution with two (2) one (1) year renewal options

AGENCY: Information Technologies Division

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 24 **NUMBER RECEIVED:** 6 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the highest scoring bidder, SmartSimple Software, Ltd., as a result of negotiations and the terms and conditions outlined in the attached Project Implementation Statement of Work for the development and implementation of a Grant Management Software as a Service Solution. Period of service is for three (3) years from date of contract execution with two (2) one (1) year renewal options in an expenditure amount not to exceed $148,302.00.

Funding for this award will be executed by formal contract through the Office of General Counsel and encumbered by the following accounts: AFIT53A-06522-ITEF01-03 - $70,000.00; AFIT53A-06431-ITEF01-03 - $20,000.00; AFIT531CSCS-03118 - $58,302.00

Attachments: Recommendation Memo, Tabulation and Scoring Sheets, Statement of Work and Evaluation Criteria

ANALYST: Annette Burney RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief, Information Technologies Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF OSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 9/06/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 9/06/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION Under Authority of