10

SINGLE SOURCE AWARD **BID # SS-13779-23**

Subject: Purchase of Additional Software Modules and Licenses for Various HCDD Programs

Department: Housing and Community Development Division

Description of Purchase:
Software to manage the Housing and Community Development Division's Emergency Rental Assistance Program (ERAP) was purchased from Benevate, Inc. dba Neighborly Software via AD-0356-21.

Recommend approval of a Single Source award to Benevate, Inc. dba Neighborly Software to purchase twenty-two (22) licenses and additional modules specific to five (5) Housing and Community Development Division programs (Limited Repair, Emergency Repair, Utility Tap-In, Headstart to Homeownership, and Revolving Loan Fund) which will utilize the backbone of the software package purchased via AD-0356-21.

Funding Source: 11101.174103.546620.010191.00000000.00000.0000000: $106,700.00
11101.174103.531090.010191.00000000.00000.0000000: $ 63,600.00
11101.174103.555001.010191.00000000.00000.0000000: $ 18,088.30

To be processed via Purchase Order(s).

Single Source Award To: Benevate, Inc. dba Neighborly Software

Price Justification: See attachment

Total Award: $188,388.30 **Requisition #:** NBCD-500049-23

Attachments: Agency Memo, SS Justification Form, ITD Approval, Supplier Letter & Quote, AD-0356-21

Certification as to Single Source: Tom Daly, Chief, Housing and Community Development Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: David Klages

Dustin Freeman, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-113, Revised 12/2007

City of Jacksonville, Florida

Lenny Curry, Mayor

ONE CITY. ONE JACKSONVILLE.

Housing and Community Development Division
Ed Ball Building
214 North Hogan Street, 7th Floor
Jacksonville, FL 32202
(904) 255-8200
www.coj.net

MEMORANDUM

DATE: **February 3, 2023**

TO: **Dustin Freeman, Chief of Procurement**
Finance and Administration Department

THRU: **Chiquita Moore, Director of Operations**
Neighborhoods Department

FROM: **Tom Daly, Chief of Housing and Community Development**
Neighborhoods Department

SUBJECT: **Request for Single Source Award - Neighborly Software Licenses**

The Housing and Community Development Division ("HCDD") wishes to use Neighborly software for division-wide record keeping for various Housing and Community Development Programs. The Neighborly software will be used by HCDD for grant management, case management, loan processing, construction workflow, and asset monitoring. This software is also beneficial for compliance and monitoring. This memo is requesting to use direct contracting with Benevate Inc (dba Neighborly Software) for the following reasons:

- HCDD has already purchased the backbone for Neighborly, we are just adding modules specific to Housing programs (see award AD-0356-21). This provides cost savings, as no other company would be able to provide just the additional software packages as opposed to an RFP for an entire system.
- Neighborly is the only community development software platform that provides a direct interface with the U.S. Department of Housing and Urban Development's ("HUD") Integrated Disbursement and Information System ("IDIS") management system.
- Use of Neighborly software will reduce direct contact with subrecipients, as they will be able to remotely input pay request data and accomplishment data into the Neighborly system. We know of no other software platform that provides this functionality. This software will be paid for using CDBG-CV (Coronavirus emergency funding), and reduction of direct contact with subrecipients complies with the requirements of CDBG-CV funding.

Funding Source:	11101.174103.546620.010191.00000000.00000.0000000:	$106,700.00
	11101.174103.531090.010191.00000000.00000.0000000:	$63,600.00
	11101.174103.555001.010191.00000000.00000.0000000:	$18,088.30

Please let me know if you have any questions or need further information. I may be reached at 255-8204 or tdaly@coj.net.

JUSTIFICATION FOR SINGLE SOURCE (JSS)

Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

1. Requesting Agency:	Housing and Community Development
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the City need these particular goods or services?***	Neighborly software will allow Housing and Community Development Division to manage all housing, economic, and community development programs on one platform. Requesting 22 software licenses and modules for 5 Housing and Community Development programs: Limited Repair, Emergency Repair, Utility Tap-In, Headstart to Homeownership, and Revolving Loan Fund. This software is will benefit COJ in providing the ability to approve, allocate, and monitor grant funds and activities.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	• HCDD has already purchased the backbone for Neighborly, we are just adding modules specific to Housing programs (see award AD-0356-21). This provides cost savings, as no other company would be able to provide just the additional software packages as opposed to an RFP for an entire system. • Neighborly is the only community development software platform that provides a direct interface with the U.S. Department of Housing and Urban Development's ("HUD") Integrated Disbursement and Information System ("IDIS") management system. • Use of Neighborly software will reduce direct contact with subrecipients, as they will be able to remotely input pay request data and accomplishment data into the Neighborly system. We know of no other software platform that provides this functionality. This software will be paid for using CDBG-CV (Coronavirus emergency funding), and reduction of direct contact with subrecipients complies with the requirements of CDBG-CV funding.

4. Date of Request	12/12/2022

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Click here to enter text.]

6. Other Documentation (Check and attach all that apply)

√ Supplier Quote

√ Single Source Memo signed by Director

√ Other [letter from supplier Benevate d/b/a/ Neighborly]

From:	ServiceDesk
To:	Saftner, Melody
Subject:	Request 594026 Close Notification
Date:	Friday, May 13, 2022 10:45:29 AM

Request 594026 has been closed.

Closing Comments: I talked to Melody Duncan. I monitored her accessing the basic site and saw no restriction to her access. I informed her that we, ITD Security, will be glad to work with her department if concerns arise.

Affected End User	Area	Status	Priority
Saftner, Melody A	Request -- OTHER	Closed	3 Routine

Description

From: Saftner, Melody <MSaftner@coj.net>
Sent: Thursday, May 12, 2022 1:14 PM
To: ITD Service Desk <ITDServiceDesk@coj.net>
Subject: Neighborly Software

From: Saftner, Melody
Sent: Thursday, May 5, 2022 3:01 PM
To: ITD Service Desk <ITDServiceDesk@coj.net>
Subject: Neighborly Software

Good afternoon ITD,

The Housing and Community Development Division wishes to use Neighborly software for division-wide record keeping for various Housing and Community Development Programs. Previously, Neighborly software has been used for the City of Jacksonville's Rent and Utilities Assistance Programs for households negatively impacted by COVID-19.

The Neighborly software will be used by HCDD for grant management, case management, loan processing, construction workflow, and asset monitoring. This software is also beneficial for compliance and monitoring.

We are starting with the 4 modules below, and will eventually expand to cover all the modules are involved in.
o Rehabilitation Program
o Will include Limited Repair, Emergency Repair, and Utility Tap-In
o Headstart to Homeownership ("H2H") Program
o The Mortgage Office ("TMO") Loans
o I have exported TMO records into Excel.
o There are 8,877 records that we will need to transfer to Neighborly. Of those, 4,134 have a principal balance owed.
o Revolving Loan Fund ("RLF") Program

We will start with 22 licenses and expand from there.

I am writing to make sure that we have permission from ITD to acquire this software and make sure we won't run in to any compatibility issues. Quote and presentation attached for your reference. The last page of the PowerPoint presentation details Security and Support, including system requirements. My contact at Neighborly is:

Martin Greenlee | SVP, Sales
Neighborly Software
Phone: 360-964-0694
Email: martin.greenlee@neighborlysoftware.com

Thank you,

Melody Duncan
Executive Assistant to Thomas J. Daly II, Chief
Housing and Community Development
City of Jacksonville, Neighborhoods Department
O. (904) 255-8225 F. (904) 255-8209

Created By	Assignee	Group
Jenkins, Irene L	Woodbury, Charlie C	Enterprise Security

ITD Service Desk Team -- 255-1818 -- ITDServiceDesk@coj.net

You may click the link on your ticket number above to view additional activity on this particular Request, or visit http://servicedesk.coj.net to see your ITD Service Desk Incident / Request history.

December 17, 2022

Dustin Freeman, Chief of Procurement
Finance and Administration Department
City of Jacksonville
117 W. Duval Street
Jacksonville, Florida 32202

Subject: Benevate Inc (dba Neighborly Software) Single Source Award Request

The City of Jacksonville's Housing and Community Development Division ("HCDD") is working to procure a single source award and agreement to use Neighborly Software and procure licenses. Neighborly software will allow HCDD to manage all housing, economic, and community development programs on one platform. Since 2016, our cloud-based software has been revolutionizing Housing, Economic, and Community Development program administration. Serving 375+ clients (we call them Neighbors) nationwide, we deliver efficiency, compliance, and data-driven insights that help maximize community impact.

Use of Neighborly software will reduce direct contact with HCDD subrecipients, as they will be able to remotely input pay request data and accomplishment data into the Neighborly system. Presently there is no other software platform that provides this functionality that is known of.

Most importantly, Neighborly software is the only community development software platform that provides a direct interface with the U.S. Department of Housing and Urban Development's Integrated Disbursement and Information System management system.

This letter is respectfully requesting a Single Source Award to Benevate Inc (dba Neighborly Software).

Sincerely,

Martin Greenlee

Martin Greenlee
VP, HCD Sales
Neighborly Software
Cell: 360.964.0694
Email: martin.greenlee@neighborlysoftware.com
www.neighborlysoftware.com

Neighborly Software

Pricing Proposal

Prepared by: Martin Greenlee
Phone: 360-964-0694
Email: Martin.Greenlee@neighborlysoftware.com

DATE	12/13/2022
QUOTE #	2203
VALID UNTIL	6/30/2022

CLIENT
Melody Duncan
City of Jacksonville, FL
Msaftner@coj.net

Annual Recurring Fees	USER PRICE	FREQ	USERS	ANNUAL PRICE
Neighborly Software Per Administrator Fee (Users 1-10)	$200	Monthly	10	$24,000.00
Neighborly Software Per Administrator Fee (Users 11+)	$150	Monthly	12	$21,600.00
- Technical Support	Included			
- Hosting/Security in Microsoft Tier IV Data Center	Included			
- Data Strorage, Backup and Recovery	Included			

*3 license minimum

ANNUAL TOTAL **$45,600.00**

One Time Implementation Fees	UNIT PRICE	FREQ	UNITS	AMOUNT
Software Implementation Per Program[a]	$2,000	One Time	5	$10,000.00
- Software Configuration to Client Design	Included			
- Administrator Training *(4 hrs Virtual)*	Included			
- Administrator Guide	Included			
- Travel *(no travel during COVID-19 pandemic)*	$800	Per Trip	0	$0.00
Reporting API to 3rd Party datamart/PowerBI	$2,500	One Time	0	$0.00
Loan/Data Migration ($5,000 or $125/hr whichever is higher)	$125.00	Hour	40	$5,000.00
- Additional fees for migrations beyond 5 business days	$100	Hour	0	$0.00
Property Database Lookup	$2,500	One Time	0	$0.00
Microsoft Office 365 Single Sign On	$1,000	One Time	0	$0.00
Custom Report Creation	$1,000	Per Report	0	$0.00
Craftsman Book Spec. Database-Cost Estimating	$500	Annually	1	$500.00

a - Includes configuration for the following programs:
(1) Limited Repair
(2) Emergency Repair
(3) Utility Tap-In
(4) Headstart to Homeownership
(5) Revolving Loan Fund

ONE TIME IMPLEMENTATION TOTAL **$15,500.00**

YEAR ONE TOTAL **$61,100.00**
ESTIMATED YEAR TWO and Forward **$45,600.00**

Notes

1. **Recurring fees** are invoiced annually in advance.
2. **Implementation fees** are invoiced at engagement based on an eight-week implementation period.
   2a. **Implementation greater than eight weeks:** The client is expected to dedicate the appropriate resources during the implementation period. If client requires implementation to be pushed beyond the eight-week period, Neighborly Software will charge $500 per week of delay until the program has gone live.

If you have any questions about this price quote, please contact
Martin Greenlee
Thank You For Your Business!

BENEVATE INC. (dba NEIGHBORLY SOFTWARE) SAAS SERVICES ORDER FORM

Customer: City of Jacksonville, Florida	**Contact:** Melody Duncan, Executive Assistant to Housing and Community Development Chief
Address: 117 W. Duval Street, Suite 400, Jacksonville, FL 32202	**Phone**: 904-255-8225 **Email:** MDuncan@coj.net
Director Contact Information:	**Name:** Thomas J. Daly II, Esq. **Phone:** 904-255-8204 **Email:** TDaly@coj.net
Financial Contact Information:	**Name:** Adebisi Okewusi **Phone:** 904-255-8279 **Email:** aokewusi@coj.net
Services: Company will use commercially reasonable efforts to provide Customer the services described in the Services Statement of Work ("SOW") attached as Exhibit A hereto (the "Services").	
Services Fees: $45,600.00 payable in advance, subject to the terms of Section 4 and Per User Pricing attached as Exhibit D hereto.	**Initial Service Term**: One year from Effective Date.
Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Implementation Services Statement of Work attached as Exhibit C hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee at Effective Date. **Implementation Fee (one-time)**: $15,500.00	

SAAS SERVICES AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this ___ day of _____2022 (the "Effective Date") between Benevate Inc with a place of business at 3423 Piedmont Rd. NE, Atlanta, GA 30305 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto.

1.2 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services as described in accordance with the Service Level Terms attached hereto as Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes

2.2 Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing.

The foregoing paragraph shall not constitute a waiver of sovereign immunity by the Customer beyond the limits set forth in Section 768.28 Florida Statutes.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

2.4 Customer agrees that each set of login credentials (email address and password) for the Services may be used only by a single, named user ("Authorized User"). At no time is it permissible for an Authorized User to share their login credentials. The number of Authorized Users licensed hereunder is specified on Exhibit D: Per User Pricing. Customer agrees to notify Company of any unauthorized user access of which the Customer becomes aware.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information.

The parties acknowledge and agree that all provisions of the Florida Public Records Law, Chapter 119, are and shall be binding and enforced at all times with regard to all action and activities under this Agreement. Nothing in this Agreement shall prohibit or create any liability on the Customer for complying in good faith with the Florida Public Records Law, Chapter 119, Florida Statutes.

3.2 Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.

3.3 Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

3.4 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then-current renewal term, upon sixty (60) days prior notice to Customer (which may be sent by email). Per User Pricing, set forth on Exhibit D, shall increase by no more than 7% (the "Renewal Price Cap"), applied to the then-effective Per User Pricing set forth on Exhibit D at the time of renewal. The aforementioned Renewal Price Cap shall be forfeited if the Services are not renewed prior to the termination date of the initial

Service Term or then current renewal term; in which case, the fees for any subsequent renewal shall be calculated according to Company's then-current pricing.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices must be received by Company forty-five (45) days after the mailing date of the invoice. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, you agree to provide Company with a tax exempt certificate. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes. If Customer has a valid direct-pay permit, you agree to provide us with a copy. For clarity, Company is responsible for paying Company's income taxes, both federal and state, as applicable, arising from Company's performance of this Agreement.

4.3 The parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform and this Agreement does not constitute such commitment. The Customer's obligation to pay under this Agreement is contingent upon Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations hereunder, as of the last day for which funds have been appropriated. The Customer shall endeavor, upon determining that sufficient funds will not be budgeted and appropriated in any fiscal year under this Agreement, to provide prompt written notice within 30 days of such event.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.3 Upon the termination of this Agreement Company shall, within five (5) business day following the termination of this Agreement, provide Customer, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the Customer Data in electronic format (Microsoft Excel .xls or Structured Query Language .sql). Further, Company will delete the database and file storage container on Microsoft Azure and shall certify to Customer the destruction of any Customer Data within the possession or control of Company, but such destruction shall occur only after the Customer Data has been returned to Customer. This Section shall survive the termination of this Agreement.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNITY

If permitted by law, Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON OR PROPERTY DAMAGE, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR

TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INSURANCE

9.1 During the course of performing services under this Agreement, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $2,000,000 in aggregate and $1,000,000 each occurrence; (b) Professional Liability (E&O) of at least $5,000,000; (c) Cyber Liability of at least $5,000,000; (d) Commercial Auto Insurance for Hire and Non-owned vehicles of at least $1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will add Customer as an additional insured, primary and noncontributory, to our Commercial General Liability policy. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

10. MISCELLANEOUS

10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

10.3 This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

10.4 No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

10.5 All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.6 Company may use Customer's name and logo in a list of customers section on its website.

10.7 External link/Cloud solution. Company provides all services and content outside of the Customer domain while accessing Company's technology. When Customer shares public access to Company's site, Customer shall provide disclaimer highlighting user is leaving customer's domain and Company is responsible for the presentation of their services.

10.8 Reasonable accommodation. Customer shall provide disclaimers and/or notices prior to accessing Company technology to users needing accommodation for language, disability or any other needs warranted to apply for Customer funding or other Customer application processes using Company's site.

10.9 This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida as they apply to a contract executed, delivered and performed solely in such State.

EXHIBIT A

Services Statement of Work

1. SaaS Services Description. Company will provide Customer with hosted software for the enrollment, qualification, administration and reporting of the following programs:

   a. Limited Repair
   b. Emergency Repair
   c. Utility Tap-in
   d. Headstart to Homeownership
   e. Revolving Loan Fund

   Company will make available to Customer all updates, and any documentation for such updates, to the Services. Company will ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Services.

2. Training Services. Company will conduct one (1) four (4) hour training session, which may be recorded by Customer. The purpose of the training sessions is to familiarize administrator personnel with the workflow and functionality of hosted software.

3. Technical Support. Company will provide Technical Support to Customer via electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours"). Customer may initiate a helpdesk ticket during Support Hours by emailing support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

4. Data Storage. Company agrees that any and all Customer data will be stored, processed, and maintained solely in data centers located in the United States. Microsoft Azure Tier 4 FedRAMP certified data centers are located at 101 Herbert Drive Boydton, VA and 5150 Rogers Road, San Antonio, TX.

5. Backup and Recovery of Customer Data. As a part of the Services, Company is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within four (4) hours at any point in time.

6. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Company that relate to the protection of the security, confidentiality, or integrity of Customer Data, Company shall, as applicable: (a) notify Customer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer; (c) in the case of Personally Identifiable Information (PII), at Customer's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for six (6) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Company's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Company has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Company. This Section shall survive the termination of this Agreement.

EXHIBIT B

Service Level Terms

The Services shall be available 99.5%, measured monthly, excluding holidays and scheduled downtime. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be a "Performance Credit."

1) Definitions.

(a) "Actual Uptime" shall mean the total minutes in the reporting month that the Services were actually available for normal use.

(b) "Maintenance Window" shall mean the total minutes in the reporting month represented by the following day(s) and time(s) during which Service Provider shall maintain the Services: Tuesday, Thursday, Saturday 11pm-3am ET.

(c) "Scheduled Downtime" shall mean the total minutes in the reporting month represented by the Maintenance Window.

(d) "Scheduled Uptime" shall mean the total minutes in the reporting month less the total minutes represented by the Scheduled Downtime.

2) Calculation. (Actual Uptime / Scheduled Uptime) * 100 = Percentage Uptime (as calculated by rounding to the second decimal point)

3) Performance Credit. Performance credits may not be redeemed for cash and will only apply a credit to the month in which the incident occurred.

(a) Where Percentage Uptime is equal to or greater than 99.5%, no Performance Credit will be due to Customer.

(b) Where Percentage Uptime is less than 99.5%, Customer shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month)

EXHIBIT C

Implementation Services Statement of Work

This Implementation Services Statement of Work describes the Services to be performed, and Deliverables to be provided, by Company in completion and satisfaction of the Implementation Services.

1) **Company Key Roles**. Company will assign an Engagement Manager who will be Customer's primary contact person and who will coordinate all the activities of the Implementation team.

2) **Customer Key Roles**. Customer will assign a person to be the focal point to coordinate the user and technical support and resources needed for the implementation, and to be responsible for approvals and decisions. This person will coordinate data collection and reconciliation, review each stage of the implementation process, and provide end user involvement with systems and user acceptance training. Schedule and cost estimates assume that personnel acting in the roles noted above to be reasonably and readily available to the Company team as needed throughout the project. Additionally, all approvals and decisions are made within a reasonable time period.

3) **Implementation Steps**. The following are the general steps which make up the implementation process:
   - Kickoff meeting
   - Program Design and Documentation
   - System Configuration and Signoff
   - Data Review and Validation
   - Administrator Training
   - Historical Data Collection (if applicable) see Data Migration Services Exhibit E

4) **Implementation Deliverables.** The following are the items that will be delivered as part of implementation:
   a. Program Design and Documentation
      - List of all documents to be uploaded into the system as part of the Program
      - List of all documents to be generated by the system as part of the Program
   b. System Configuration
      - Create Administrator accounts in the system
      - Configure Customer enrollment application in the system
      - Configure Customer specific approvals and workflow in the system, including up to thirty (30) documents/images to be uploaded
      - Configure up to two (2) program documents to be generated by system with training provided to Customer on how to configure an unlimited number of rendered documents.
   c. Data Review and Validation
      - Provide up to five (5) business days for Customer to test and validate system data and configuration
   d. Administrator Training
      - Conduct one (1) four (4) hour training session, which may be recorded by Customer.
   e. Historical data conversion
      - (Optional) Upload Customer historical "active" data (i.e. outstanding loans, grants, etc.) to be provided by Customer in an electronic format specified by Company and priced in Exhibit D and if applicable Data Migration Services State of Work outlined in Exhibit E.

5) **Customer Responsibilities**
   a. Design and approve data elements, program workflow, and eligibility criteria
   b. Identify all program documents required to be stored in the system
   c. Identify all program documents to be generated by the system
   d. Provide historical data in electronic format specified by Company per Exhibit E (if applicable)
   e. Test and approve system configuration
   f. Provide final sign off that the system meets all requirements ("Go Live")
   g. Participate in administrator training session

EXHIBIT D

Per User/Program Pricing

Additional programs may be added at any time. Additional user/administrative licenses may be purchased, pro-rata to the Initial Service Term, based on the pricing table below. Each license is billed annually in advance.

Annual Recurring Fees	USER PRICE	FREQ	USERS	ANNUAL PRICE
Neighborly Software Per Administrator Fee (Users 1-10)	$200	Monthly	10	$24,000.00
Neighborly Software Per Administrator Fee (Users 11+)	$150	Monthly	12	$21,600.00
- Technical Support	Included			
- Hosting/Security in Microsoft Tier IV Data Center	Included			
- Data Strorage, Backup and Recovery	Included			

*3 license minimum

ANNUAL TOTAL **$45,600.00**

One Time Implementation Fees	UNIT PRICE	FREQ	UNITS	AMOUNT
Software Implementation Per Program[a]	$2,000	One Time	5	$10,000.00
- Software Configuration to Client Design	Included			
- Administrator Training *(4 hrs Virtual)*	Included			
- Administrator Guide	Included			
- Travel *(no travel during COVID-19 pandemic)*	$800	Per Trip	0	$0.00
Reporting API to 3rd Party datamart/PowerBI	$2,500	One Time	0	$0.00
Loan/Data Migration ($5,000 or $125/hr whichever is higher)	$125.00	Hour	40	$5,000.00
- Additional fees for migrations beyond 5 business days	$100	Hour	0	$0.00
Property Database Lookup	$2,500	One Time	0	$0.00
Microsoft Office 365 Single Sign On	$1,000	One Time	0	$0.00
Custom Report Creation	$1,000	Per Report	0	$0.00
Craftsman Book Spec. Database-Cost Estimating	$500	Annually	1	$500.00

a - Includes configuration for the following programs:
(1) Limited Repair
(2) Emergency Repair
(3) Utility Tap-In
(4) Headstart to Homeownership
(5) Revolving Loan Fund

ONE TIME IMPLEMENTATION TOTAL **$15,500.00**

YEAR ONE TOTAL **$61,100.00**

Notes
1. **Recurring fees** are invoiced annually in advance.
2. **Implementation fees** are invoiced at engagement based on an eight-week implementation period.
2a. **Implementation greater than eight weeks:** The client is expected to dedicate the appropriate resources during the implementation period. If client requires implementation to be pushed beyond the eight-week period, Neighborly Software will charge $500 per week of delay until the program has gone live.

EXHIBIT E

Data Migration Services Statement of Work

This Data Migration Statement of Work describes the Services to be performed, and Deliverables to be provided, by Company in completion and satisfaction of the Data Migration Services.

1) **Company Key Roles.** Company will identify an Engagement Manager who will be Customer's primary contact person and who will coordinate all the activities of the Migration Team.

2) **Customer Key Roles.** Customer will assign a person to be the focal point to coordinate the user and technical support and resources needed for the data migrations, and to be responsible for approvals and decisions. This person will coordinate data collection and reconciliation, review each stage of the migration process, and provide end user involvement with systems and user acceptance training. Schedule and cost estimates assume that personnel acting in the roles noted above to be reasonably and readily available to the Company team as needed throughout the project. Additionally, all approvals and decisions are made within a reasonable time period.

3) **Data Migration Steps.** The following are the general steps which make up the data migration process:
   - Data Migration Kickoff Meeting
   - Data Collection
   - Scheduled Data Migration Window
     - Preliminary data mapping session
     - Intermediate Data Review
     - Final Data Review, Validation and Signoff
   - Post Migration Activities
     - Data adjustments
     - Administrator Training

4) **Customer Responsibilities**
   a. Data Migration Kickoff Meeting
      i. Attend Data Migration Kickoff Meeting and agree upon key dates to execute the data migration.
   b. Data Collection
      i. Customer is responsible to provide all requested, relevant and historical data that will be imported.
      ii. Data must be provided at least 24 hours in advance of the Scheduled Data Migration Window
      iii. If full and complete data is not provided at least 24 hours prior to the Scheduled Data Migration Window, it is at the discretion of the Migration Team to reschedule the Scheduled Migration Window to a time after which the data has been made available.
      iv. Every effort should be made by the customer to provide complete and accurate data prior to the Scheduled Migration Window. Revising the data file once the Scheduled Migration Window has begun requires significant rework for the Migration Team and is subject to a $2,000 fee for each subsequent data file provided.
   c. Scheduled Data Migration Window
      i. Customer will have three (3) days of unlimited access to Migration Team resources during the migration. Availability of Migration Team resources will be within standard business hours in Eastern Standard Time.

ii. The Migration Team will complete multiple import iterations. Upon notification by the Migration Team of each successful import iteration, Customer will review and approve migrated data in a representative sample of a minimum of 10 percent of imported cases, or 50 total imported cases, whichever is less. Customer shall provide feedback on any inconsistencies in the imported data within four (4) business hours of notification.

iii. At the conclusion of the Scheduled Migration Window, Customer will provide final sign off that the imported data meets all requirements. Failure to provide feedback on any inconsistencies within 24 hours of migration team notification shall constitute final sign off.

d. Post-Migration Activities

i. During a period of thirty (30) days after the conclusion of the Scheduled Migration Window, an additional four (4) hours will be made available to Customer as needed for assorted migration related configuration. Availability of Migration Team resources will be within standard business hours in Eastern Standard Time.

ii. If more than four (4) hours of additional configuration work are requested after the Scheduled Migration Window, an hourly charge of one hundred and fifty dollars ($150) will be incurred by the Customer.

iii. Customer shall participate in administrator training session.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

CITY OF JACKSONVILLE, FLORIDA
the Governing Body as established by the Florida Constitution

By:_____
Name:

Title: _____

Date:_____

By:_____
J. Jason Rusnak

Title: President, Benevate Inc

Date:_____

ADMINISTRATIVE AWARD
BID No.: AD-0356-21

DESCRIPTION OF GOODS/SERVICES: Recommend approval of award to Civitas, LLC in the amount of $85,000.00 to provide professional services including procurement of software, licenses, and support services from Benevate, Inc., d/b/a Neighborly Software to manage the program, in accordance with Emergency Rental Assistance Program ("ERAP")(Ord. 2021-156). The term of the agreement is from the date of contract execution until December 31, 2021.

Section 110.112 (Advance of City funds; prohibition against) is hereby waived to allow for advance payment to Civitas, LLC.

Funding for this award to be encumbered by account number 11101.174103.583010.010228.00000000.00000.000000, to be executed by formal contract through the Office of General Counsel.

FOR AGENCY/DEPARTMENT: Mayor's Office

REQUISITION NUMBERS: N/A

NUMBER FIRMS SOLICITED: N/A **NUMBER FIRMS BIDDING:** N/A

REASON FOR LESS THAN REQUIRED MINIMUM SOLICITATION/QUOTATION:
Exempt pursuant to 126.107 (g) Supplies or services to be provided by those specifically prescribed within authorizing legislation that appropriates the same.

RECOMMEND AWARD TO: Civitas, LLC

CONCURRENCE BY: Stephanie Burch, Deputy Chief Administrative Officer

PRICE: $85,000.00 **TERMS:** N/A

REASON FOR NOT ACCEPTING LOW BID: N/A

Ruben Ola, Purchasing Analyst
3/10/2021
Date

Dustin Freeman, Manager of Purchasing Svcs.
11 MAR 2021
Date

APPROVAL:

Gregory Pease, Chief, Procurement Division
3/11/21
Date