SUBJECT: PROJECT & PORTFOLIO MANAGEMENT SOLUTION (CSPEC)

BID #: ESC-0516-16 **OPEN DATE: 07/27/2016**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: One Year from Date of Award, with Two (2), One (1) Year Renewal Options

AGENCY: Information Technologies Division

BASIS OF AWARD: To the Highest Scoring Bidder Based On The Evaluation Criteria

NUMBER OF BIDS INVITED: (12) NUMBER RECEIVED: (4) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the second and final renewal option with Change Point dba Daptiv Solutions, LLC., to provide software subscription services for Information Technologies Services. Period of service will be from April 6, 2019 through April 5, 2020. Total requested expenditure not to exceed $54,904.00, with a revised total amount not to exceed $223,762.00.

Funding account code AFIT531CSCS-03118, to be executed by contract amendment (City Contract #10293) through Office of General Counsel.

ATTACHMENTS: Recommendation Memo, Contract, Previous Awards

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief Information Officer, Information Technologies Division

---

(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 _____

CITY OF JACKSONVILLE

03/05/19 11:10:05
Procurement Division

DATE: March 4, 2019

TO: Greg Pease, Chief of Procurement Division

JP 3/5/19

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

FROM: Thomas Ossi, Technology Contract and Records Manager Thomas Ossi

RE: **ESC-0516-16 – Project & Portfolio Management – Award Increase & Renewal**

The Information Technologies Division is requesting approval to exercise the second and final renewal option for ESC-0516-16 Project & Portfolio Management (CSPEC) with Daptiv Solutions, LLC. The renewal will cover the subscription fee for the 3rd Year of the contract, as per Exhibit B of City Contract #10293. The period of service for the final renewal will be from April 6, 2019, through April 5, 2020.

ITD Management is requesting a total amount of $54,904.00 for the period of service, and an increase to the total award not to exceed amount from $168,858.00 to a revised total award amount not to exceed $223,762.00.

Upon award approval, a request for a formal contract amendment to City Contract #10293 will be made through the Office of General Counsel.

FUNDING SOURCE: AFIT531CSCS SUB OBJECT: 03118 $54,904.00

Your consideration and assistance with this request recommendation are appreciated.

Attachments: ESC-0516-16 Awards
Vendor Renewal Letter
City Contract # 10293
City Contract # 10293 Amendment 1
City Contract # 10293 Amendment 2

CC: Paul Freeman, Enterprise Applications Manager, ITD -PF
Ginny Zuckero, Applications Development Project Manager, ITD
Alexander Ciprian, IT Contract Administrator, ITD AC

SUBJECT: Project & Portfolio Management Solution (CSPEC)

BID #: ESC-0516-16 OPEN DATE: 07/27/2016

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: One Year from Date of Award, with Two (2), One (1) Year Renewal Options

AGENCY: Information Technologies Division

BASIS OF AWARD: To the Highest Scoring Bidder Based On The Evaluation Criteria

NUMBER OF BIDS INVITED: (12) NUMBER RECEIVED: (4) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to ratify award from April 6, 2018 through date of contract amendment.

Recommend approval to utilize the first (1) of two (2) one year renewal options with Change Point dba Daptiv Solutions, LLC., for subscription services. The period of service will be from contract amendment through April 5, 2019, with one (1), one (1) year renewal option remaining. The total requested expenditure not-to-exceed $54,904.00, with a revised contract expenditure not-to-exceed $168,858.00.

Funding to be encumbered from account AFIT531CSCS-03118, to be executed by formal contract amendment (#10293) through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Contract Amendment; Previous Awards

ANALYST: CHELSEY FLEMING

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief Information Officer, Information Technologies Division

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 4/12/18

OTHER:

ACTION OF AWARDING AUTHORITY DATE 4/13/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: Project & Portfolio Management Solution (CSPEC)

BID #: ESC-0516-16 OPEN DATE: 07/27/2016

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: One Year from Date of Award, with Two (2), One (1) Year Renewal Options

AGENCY: Information Technologies Division

BASIS OF AWARD: To the Highest Scoring Bidder Based On The Evaluation Criteria

NUMBER OF BIDS INVITED: (12) NUMBER RECEIVED: (4) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend award dated 10/14/2016 to Change Point dba Daptiv Solutions, LLC., to amend the period of service to align with the executed contract. The revised period of service will be one year from 04/06/2017, with two (2), one (1) year renewal options. The total expenditure to remain unchanged at $113,954.00.

ATTACHMENTS: Recommendation Memo; Contract; Section 4; Previous Awards

ANALYST: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief Information Officer, Information Technologies Division

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 11/09/17

OTHER:

ACTION OF AWARDING AUTHORITY DATE 11/10/17

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Chief Authority of
Executive Order No. 2015-05

SUBJECT: Project & Portfolio Management Solution (CSPEC)

BID #: ESC-0516-16 OPEN DATE: 07/27/2016

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: One Time Purchase

AGENCY: Information Technologies Division

BASIS OF AWARD: To the Highest Scoring Bidder Based On The Evaluation Criteria

NUMBER OF BIDS INVITED: (12) NUMBER RECEIVED: (4) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the award to Change Point dba Daptiv Solutions, LLC., in the amount of $4,214.00 to cover travel expenses for workshops for the Information Technologies Division. The total revised expenditure not-to-exceed $113,954.00.

Funding to be encumbered from account AFIT531CSCS-06431 to be issued by purchase order.

ATTACHMENTS: Recommendation Memo; Vendor Invoices; Previous Awards

ANALYST: CHELSEY FLEMING RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief Information Officer, Information Technologies Division

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 10/19/17

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10/19/17

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

SUBJECT: Project & Portfolio Management Solution (CSPEC)

BID #: ESC-0516-16 OPEN DATE: 07/27/2016

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: One Time Purchase

AGENCY: Information Technologies Division

BASIS OF AWARD: To the Highest Scoring Bidder Based On The Evaluation Criteria

NUMBER OF BIDS INVITED: (12) NUMBER RECEIVED: (4) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Approval was granted on 8/14/2016 for interviews/demonstrations of the two top scoring vendors: Change Point, dba Daptiv Solutions, LLC., and Rego Consulting Corporation. The sub-committee has completed the evaluation of the demonstrations and the averaged scoring of the bid response evaluation and the evaluation of the interview/demo for both vendors is listed below:

- Change Point dba Daptiv Solutions, LLC. 89.33
- Rego Consulting Corporation 79.06

Accordingly, recommend approval of award to the highest scoring vendor, Change Point dba Daptiv Solutions, LLC.. The total expenditure not-to-exceed $109,740.00.

Funding to be encumbered from account AFIT531CSCS-06431 to be issued by purchase order.

ATTACHMENTS: Recommendation Memo; Tabulation; Evaluation Matrix; Scoring Sheet; Previous Award

ANALYST: CHELSEY RENFROE

RESPECTFULLY SUBMITTED

GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief Information Officer, Information Technologies Division

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 10-13-16

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10/13/16

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

SUBJECT: Project & Portfolio Management Solution (CSPEC)

BID #: ESC-0516-16 OPEN DATE: 07/27/2016

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: One Time Purchase

AGENCY: Information Technologies Division

BASIS OF AWARD: To the Highest Scoring Bidder Based On The Evaluation Criteria

NUMBER OF BIDS INVITED: (12) NUMBER RECEIVED: (4) OTHER: (1)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
On July 27, 2016, the City of Jacksonville, Procurement Division received four (4) valid bid responses for subject bid and the Evaluation Committee has completed the review and ranked as follows:

- Change Point 95.35
- Rego Consulting Corporation 84.32
- Workfront 80.90
- UMT360 60.10

Recommend approval to move forward with the interview/demo of the top two (2) highest scoring bidders based on the evaluation criteria.

ATTACHMENTS: Recommendation Memo; Tabulation; Evaluation Matrix; Scoring Sheet

BUYER: KATHY NASWORTHY

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief Information Officer, Information Technologies Division

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING — DATE 8/11/2016

OTHER:

ACTION OF AWARDING AUTHORITY DATE 8/12/16

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Daptiv Solutions, LLC
1111 Third Avenue, Suite 700
Seattle, WA 98101
United States

City of Jacksonville | Information Technologies

Division

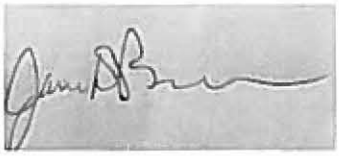
214 N. Hogan St., 9th Floor
Jacksonville, Florida 32202

February 27, 2019

To Whom it may concern,

Please use this letter as confirmation that Daptiv Solutions, LLC is in agreement to exercise the final renewal option for the license subscription, final period of April 6, 2019 through April 5, 2020.

Best regards,



Jim Brickwell
Senior Customer Success Manager
Daptiv Solutions, LLC

Daptiv Solutions, LLC
1111 Third Avenue, Suite 700
Seattle, WA 98101
United States

City of Jacksonville | Information Technologies

Division

214 N. Hogan St., 9th Floor
Jacksonville, Florida 32202

February 27, 2019

To Whom it may concern,

Please use this letter as confirmation that Daptiv Solutions, LLC is in agreement to exercise the final renewal option for the license subscription, final period of April 6, 2019 through April 5, 2020.

Best regards,

Jim Brickwell
Senior Customer Success Manager
Daptiv Solutions, LLC

10293

SERVICES CONTRACT

BETWEEN
THE CITY OF JACKSONVILLE
AND
DAPTIV SOLULTIONS, LLC
FOR
PROJECT PORTFOLIO MANAGEMENT SOLUTION

THIS CONTRACT, made and entered into this 10 day of ~~March~~ April, 2017 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE** (the "CITY"), a municipal corporation existing under the Constitution and the laws of the State of Florida, and **DAPTIV SOLULTIONS, LLC** (the "CONTRACTOR"), a Delaware limited liability company authorized to transact business in Florida and with its principal offices at 1111 Third Avenue, Suite 700, Seattle, Washington 98101.

WHEREAS, the CITY issued a Request for Proposal No. BID#ESC-0516-16 which is on file with the CITY (the "RFP"), for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONTRACTOR'S response to the RFP dated July 27, 2016 which is on file with the CITY (the "Response"), the CITY has negotiated and awarded this Contract to CONTRACTOR;

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

1. Performance of Services. CONTRACTOR shall perform the Services as specified in the RFP and the Response. The Services shall include the implementation, training and integration services described in the Statement of Work for the City of Jacksonville attached to this Services Contract as Attachment 1 (the "SOW") and the hosting services described in the Daptiv Hosted Subscription Agreement attached to this Contract as Attachment 2 (the "Subscription Agreement").

2. Compensation. CITY will pay CONTRACTOR the fixed sum of $54,679.20 for the implementation, training and integration services described in the SOW on a time and materials basis as provided in the SOW. Payment terms shall be governed by the RFP. CITY will pay CONTRACTOR the fixed sum of $54,904.00 for the hosting services described in the Subscription Agreement as per the terms of the Subscription Agreement.

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 **One Hundred Nine Thousand Seven Hundred Forty and no/100 Dollars ($109,740.00).**

4. Term. The term of this Contract shall commence on the Effective Date and shall continue For a one year period following the Effective Date. The City, in its discretion, shall have the option to renew this Contract for two additional one-year periods. Certain provisions of this Contract may extend past termination including, but not limited to, the warranty, maintenance, service and indemnification provisions contained in the RFP, the Response and this Contract (including the Attachments hereto).

5. Confidentiality. CONTRACTOR acknowledges and agrees that CITY is subject to the requirements of Article 1, Section 24, Florida Constitution and Section 119.011, Florida Statutes and

related laws ("Florida's Public Records Laws"). All references in the Response to confidentiality shall not apply to this Contract to the extent of any inconsistency with Florida's Public Records Laws.

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

- This document, incuding the SOW, Subscription Agreement and other Attachments and Exhibits hereto, as modified by any subsequent signed amendments
- Any amendments to the RFP
- The RFP as originally issued
- Any Purchase Order issued by CITY under the Contract
- The Response, provided that any terms in the Response that are prohibited under the RFP shall not be included in this Contract.

7. Notices. All notices under this Agreement 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
Information Technology Division
214 North Hogan Street
Jacksonville, Florida 32202
Attention: Tom Ossi, Certified Contracts and License Manager

As to the CONTRACTOR:
Daptiv Solutions, LLC
1111 Third Avenue, Suite 700
Seattle, Washington 98101
Attention: _____

8. 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 Kevin Johnson, JKevin@coj.net, 904-255-8024 and the 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.

9. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Services to be performed and furnished by the CONTRACTOR. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. CONTRACTOR may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to the CITY (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. CONTRACTOR acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year above written.

ATTEST:

CITY OF JACKSONVILLE

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

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: 10293

Form Approved:

_____
Office of General Counsel

ATTEST:

By _____
Signature

Scott Mahan
Type/Print Name

Chief Financial Officer
Title

DAPTIV SOLUTIONS, LLC

By _____
Signature

Matt Scheuing
Type/Print Name

CEO
Title

GC-#1113871-v2-Daptiv_Services_contract_FINAL.docx

DAPTIV HOSTED SUBSCRIPTION AGREEMENT

EXHIBIT B

ORDER FORM

DAPTIV HOSTED SUBSCRIPTION AGREEMENT EXHIBIT
B
Order Form
Order Number: EST-8085

Customer Information:

Bill To:
Finance and Administration
Accounts Payable
117 W. Duvall Street Suite 375
Jacksonville FL 32202

Ship To:
Finance and Administration
Information Technologies
Ed Ball Building, 9th Floor
214 N. Hogan Street
Jacksonville, FL 32202

Primary Contact
Name: Michael Turner – PMO Manager
Email:
Phone: 904.487.7399

Accounting Contact
Name: Kale Newsome
Email:
Phone: 904.255.8820

Does billing company require a Purchase order for the purchase or payment of the products in this Hosted Subscription Agreement?

Please Select: [ ] No [X] Yes **If yes please complete the following:**

Purchase Order Number PO610883 **Purchase Order Amount** $109,740

Daptiv Information
Sales Rep: Brett Rodgers
Main Telephone: 205.914.6186
Fax: 206.341.9123

Term
The Software as a Service shall be provided for one year for the period beginning on the Effective Date of the Services Contract and ending on the date that is one year thereafter ("Subscription Term"). Customer, at its option, may renew the Agreement for two successive one year periods at the prices shown in the table below for Year 2 and Year 3. Thereafter, renewal fees shall increase 6% or the then-current year-over-year increase. The Subscription Term shall be renewed thereafter with the mutual agreement of the parties.

Special Invoicing Terms
Business Driven Implementation Services of **$54,679.20** shall be invoiced per the Terms of the SOW and the RFP. First Subscription Payment of **$54,904** is due upon receipt of a proper invoice therefor after Acceptance.

Products:

Item	Quantity		Unit Price	Year 1 Total	Year 2 Total	Year 3 Total
Daptiv Administrator Subscription + Report Studio	2		$1,056	$2,112	$2,112	$2,112
Daptiv Standard Subscription	25		$576	$14,400	$14,400	$14,400
Daptiv Executive/View Only	10		$115.20	$1,152	$1,152	$1,152
Daptiv Team Member	105		$288	$30,240	$30,240	$30,240
Daptiv Connect	1		$4,000	$4,000	$4,000	$4,000
TimeSheet Connect	1		$3,000	$3,000	$3,000	$3,000
Business Driven Implementation Services	See SOW for Scope and Terms			$54,679.20		
Annual Totals:				**$109,583.20**	**$54,904**	**$54,904**

Total Year 1 Subscription, Services and Training Fees: $109,538.20

10293
Amd 1

AMENDMENT NO. 1 TO
SERVICES CONTRACT
WITH DAPTIV SOLUTIONS, LLC
FOR
PROJECT PORTFOLIO MANAGEMENT SOLUTION

THIS AMENDMENT NO. 1 is effective as of October 19, 2017 (the "Effective Date"), by and between the City of Jacksonville, a municipal corporation existing under the laws of the State of Florida ("City"), and Daptiv Solutions, LLC, a Delaware limited liability company authorized to transact business in the State of Florida ("Company").

WHEREAS, City and Company are parties to a Services Contract dated April 6, 2017 (City of Jacksonville Contract #10293) (the "Agreement"); and

WHEREAS, the parties now desire to increase the maximum indebtedness under the Agreement;

WHEREAS, the City's Competitive Sealed Proposal Evaluation Committee and Mayor approved such increase on October 19, 2017;

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the parties agree as follows:

1. The above recitals are true and are incorporated herein.

2. Section 2 of the Agreement shall be deleted in its entirety and replaced with the following provision:

> 2. Compensation. CITY will pay CONTRACTOR the fixed sum of $54,679.20 for the implementation, training and integration services described in the SOW on a time and materials basis as provided in the SOW. Payment terms shall be governed by the RFP. CITY will pay CONTRACTOR the fixed sum of $54,904.00 for the hosting services described in the Subscription Agreement as per the terms of the Subscription Agreement. CITY will pay CONTRACTOR the fixed sum of $4,214.00 for travel expenses for workshops for the CITY's Information Technologies Division. All travel and travel-related expenses shall be subject to and governed by the provisions and limitations of Chapter 106, Part 7, Jacksonville Ordinance Code.

3. Section 3 of the Agreement shall be deleted in its entirety and replaced with the following provision:

> 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 **ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED FIFTY-FOUR AND NO/100 DOLLARS ($113,954.00)**.

4. All other terms and conditions of the Agreement not specifically modified in this Amendment shall remain in full force and effect.

5. This Amendment is the entire agreement of the parties regarding the modifications to the Agreement provided herein and supersedes all prior agreements and understandings regarding such

subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

6. This Amendment may be executed in a number of identical counterparts, and may be executed by way of facsimile or electronic signature, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

(Signature Page Follows)

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

ATTEST:

By: _____
James R. McCain
Corporation Secretary

City of Jacksonville

By: _____
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

Form Approved:

By: _____
Office of General Counsel

WITNESS:

_____
Print Name: _____

DAPTIV SOLUTIONS, LLC

By: _____
Print Name: SCOTT MAHAN
Title: CEO

GC-#1167345-v2 Amendment_No_1 to contract with Daptiv docx

Encumbrance and funding information for internal City use:

Account.....AFIT531CSCS - 6431

Amount.....$113,954.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this contract. Actual encumbrance(s) shall be made by subsequent check request(s), as specified in said contract.

Director of Finance
City Contract # 10293

Contract Encumbrance Data Sheet follows immediately.

10293
Amd 2

AMENDMENT NO. 2 TO
SERVICES CONTRACT
WITH DAPTIV SOLUTIONS, LLC
FOR
PROJECT PORTFOLIO MANAGEMENT SOLUTION

THIS AMENDMENT NO. 2 is effective as of April 6, 2018 (the "***Effective Date***"), by and between the City of Jacksonville, a municipal corporation existing under the laws of the State of Florida ("***City***"), and Daptiv Solutions, LLC, a Delaware limited liability company authorized to transact business in the State of Florida ("***Company***").

WHEREAS, City and Company are parties to a Services Contract dated April 6, 2017 (City of Jacksonville Contract #10293), as amended by that certain Amendment No. 1 dated October 19, 2017 (the "Contract"); and

WHEREAS, the parties now desire to exercise the first renewal under the Contract extending the term of the Contract through April 5, 2019 and increase the maximum indebtedness under the Contract;

WHEREAS, the City's Competitive Sealed Proposal Evaluation Committee and Mayor approved such extension and increase on April 13, 2017;

NOW THEREFORE, in consideration of the mutual covenants herein, and for other good and valuable consideration, the parties agree as follows:

1. The above recitals are true and are incorporated herein.

2. Section 4 of the Agreement is deleted in its entirety and replaced with the following provision:

> 2. Term. The term of this Contract shall commence on April 6, 2017 and shall continue through April 5, 2019, unless sooner terminated as provided in the RFP. CITY, in its discretion, shall have the option to renew the Contract for one additional one-year period. Certain provisions of this Contract may extend past termination including, but not limited to, the warranty, maintenance, service and indemnification provisions contained in the RFP, the Response and this Contract (including the Attachments hereto).

3. Section 3 of the Agreement is deleted in its entirety and replaced with the following provision:

> 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 **ONE HUNDRED SIXTY-EIGHT**

THOUSAND EIGHT HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS ($168,858.00).

4. All other terms and conditions of the Contract not specifically modified in this Amendment shall remain in full force and effect.

5. This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

6. This Amendment may be executed in any number of identical counterparts, and may be executed by way of facsimile or electronic signature, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement.

(Signature Page Follows)

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

WITNESS:

Print Name: Kyle Nyrall

DAPTIV SOLUTIONS, LLC

By:

Print Name: SCOTT MAHAN

Title: CFO

ATTEST:

By:
James R. McCain
Corporation Secretary

CITY OF JACKSONVILLE

By:
Lenny Curry
Mayor

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

In compliance with Section 24.103(e) of the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the current year portion of the foregoing Agreement and that provision has been made for the payment of the monies provided therein to be paid.

Director of Finance

10293
Amd #2

Form Approved:

By:
Office of General Counsel

GC-#1206050-v1-Amendment_No__2_with_Daptiv_10293_exersising_first_renewal.docx