SUBJECT: Tax Deed Application and Services

BID #: ESC-0528-18 **OPEN DATE: 10/17/18**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Thirty-six (36) months from date of contract execution with three (3) one (1) year renewal options

AGENCY: Clerk of the Circuit & County Courts

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 4 **NUMBER RECEIVED: 2** **OTHER: 2**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase the contract award with Pioneer Technology Group in the amount of $21,000.00 for the modifications and customization to the originally procured software solutions. Modifications are search by sale status functions, addition of reasons for rejecting the approval queue, creation of a new case type (miscellaneous), a check request search feature, the ability to send the online auction provider results after bills are receipted, and the need for in person support upon implementation of the changes. Period of service will remain the same until September 30, 2022, with three (3) one (1) year renewal options. The revised total contract expenditure not to exceed $295,785.00.

Funding Source: 00192.311002.565220.000000.00000000.00000.0000000, to be executed by formal contract amendment (City Contract No. 10759) through the Office of General Counsel.

Attachments: Recommendation Memo, Change Request Form, Previous Award

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

CONCURRENCE BY: **Jennifer Spinelli, Chief Financial Officer, Clerk of the Circuit & County Courts**

(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 _____

Clerk of the Circuit & County Courts
DUVAL COUNTY
JACKSONVILLE, FLORIDA 32202

JODY PHILLIPS
CLERK OF THE CIRCUIT AND COUNTY COURT

May 10, 2021

To: Gregory Pease, Chief of Procurement

Thru: Jennifer Spinelli, Chief Financial Officer

From: Austin Eler, Purchasing Manager

Subject: Addendum to Increase Contract 10759 – Pioneer Technology Group, LLC

The Clerk of the Circuit and County Courts is requesting an addendum to increase the total expenditure of contract 10759 between the City of Jacksonville and Pioneer Technology Group, LLC for Tax Deed Application and Services. The increase shall be by $21,000 and will be encumbered using funding source 00192.311002.565220.000000.00000000.00000.0000000. The new total expenditure is not to exceed $295,785.00.

This increase request is due to the need for modifications and customizations to the originally procured software solution. These modifications are: search by sale status function, addition of reasons for rejecting the approval queue, creation of a new case type (miscellaneous), a check request search feature, and the ability to send the online auction provider results after bills are receipted. The total of these development changes is estimated at $11,800.00. This is a conservative estimate as it does not include any charges for travel or in person support at the agreed upon rates as defined in the contract. The Clerk's office anticipates some of these changes will run over the estimation, and that there will be a need for in person support upon implementation of the changes. It is for this reason the Clerk's office is requesting the total increase to be $21,000 in order to cover these additional charges outside of what is quoted.

Attached:
City Contract Number 10759
Bid #ESC-0528-18
Duval CR F13320_.pdf
Duval CR F13253.pdf
Duval CR 13328.pdf
Duval CR T77086.pdf
TaxSmart Change Order (13254).pdf

501 West Adams Street, Suite 2350
Jacksonville, Florida 32202
Telephone: 904-255-2097 Facsimile: 904-255-2157

10759

CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
PIONEER TECHNOLOGY GROUP, LLC
FOR
TAX DEED APPLICATION AND SERVICES

THIS CONTRACT is made and entered into this 12 day of May, 2020 (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 PIONEER TECHNOLOGY GROUP, LLC, a Florida limited liability company with its principal office at 1100 Central Park Drive, Suite 100, Sanford, Florida 32771 (the "CONTRACTOR"), for tax deed application and services.

WHEREAS, CITY (as the "Buyer") issued a Request for Proposal No. ESC-0528-18 (the "RFP") for certain services described in the RFP (the "Services"); and

WHEREAS, based on CONTRACTOR'S response to the RFP (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.** The Services will be performed by CONTRACTOR as specified in the RFP and the Response.

2. **Compensation.** CONTRACTOR will be paid by the CITY for the Services as set forth in the RFP.

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 TWO HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS ($274,785.00).

4. **Term.** The initial term of this Contract shall commence on the Effective Date and shall expire on September 30th, 2022, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one (1) year periods by (i) the CITY, in its sole discretion, upon written notice to CONTRACTOR at least sixty (60) days prior to end of the then-current term, or (ii) upon the mutual agreement of the parties.

5. **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, as modified by any subsequent signed amendments
- Software License Agreement
- Software Maintenance Agreement
- Exhibit 1- Software License Summary
- Any amendments to the RFP
- Specific Information Regarding the RFP (Section 1 of the RFP)
- Description of Services (Section 4 of the RFP)
- General Instructions (Section 2 of the RFP)
- General Terms and Conditions of Agreement (Section 3 of the RFP)
- Any Purchase Order 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.

6. **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 CITY:

Allison Luker
Chief Financial and Administrative Officer
501 West Adams Street, Suite 2350
Jacksonville, Florida 32202

As to CONTRACTOR:

Ryan Crowley
Executive Vice President Sales & Marketing
1100 Central Park Drive, Suite 100
Sanford, Florida 32771

7. **Contract Managers.** Each Party will designate a Contract 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 Contract Manager is Allison Luker (Phone: 904.255.2413; Fax: 904.255.2157; Allison.Luker@duvalclerk.com), and CONTRACTOR'S Contract Manager is Ryan Crowley (Phone 407.321.7434; Fax: 407.321.7971; Rcrowley@PTGhome.com). Each Party shall provide prompt written notice to the other Party of any changes to the Party's Contract Manager or his or her contact information; provided, such changes shall not be deemed Contract amendments and may be provided via email.

8. **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 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.

9. **Amendments.** All changes to, additions to, modifications of, or amendments 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.

10. **Counterparts.** This Contract and all amendments hereto 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.

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

ATTEST:

By _____
James McCain
Corporation Secretary

CITY OF JACKSONVILLE

By _____
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

WITNESS:

By _____
Signature

VICTOR LEE
Type/Print Name

Director of Sales
Title

PIONEER TECHNOLOGY GROUP, LLC

By _____
Signature

RYAN J CROWLEY
Type/Print Name

EVP Sales & Marketing
Title

GC-#1274330-v1-PioneerTech_TaxDeeds_RFP_040219.docx

Encumbrance and funding information for internal City use:

Account .....
Amount $274,785.00

Total Amount . . . $274,785.00

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement.

Director of Finance
CITY Contract Number: 10759

Approved as to form:

James R. Mc Carr, Jr.
Office of General Counsel

DocuSign Envelope ID: 7319E4A7-6010-45FB-8F6C-61EC02A6D573

Brown & Brown of Florida, Inc.
P.O. Box 2412 • Daytona Beach, FL 32115-2412
386/252-9601 • 800/877-2769

February 12, 2020

City of Jacksonville
501 W. Adams Street
Jacksonville, FL 32202

Re: Pioneer Technology Group, LLC

Obligee:	City of Jacksonville
Project:	Tax Deed Application and Services
Bond No.:	21BSBIE0218
Bond Amount:	$300,000.00

Gentlemen:

You are hereby authorized to date the Performance Bond and Power of Attorney on or after the date of the contract on the above project, provided that the contract is executed within a reasonable amount of time and that there are no material modifications to the contract the subject bond covers.

Hartford Fire Insurance Company

Tyler D. DeBord Attorney-In-Fact

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE

CONTRACT NUMBER 10759
(Contract Number to be inserted by the City of Jacksonville)

PERFORMANCE BOND NO. 21BSBIE0218

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

As to the Contractor/Principal:
Name: Pioneer Technology Group, LLC
Principal Business Address: 1100 Central Park Drive Suite 100, Sanford, Florida 32771
Telephone: 407-321-7434

As to the Surety:
Name: Hartford Fire Insurance Company
Principal Business Address: One Hartford Plaza, Hartford, CT 06155
Telephone: 770-730-3467

As to the Owner of the Property/Contracting Public Entity:
Name: Duval County Clerk of the Circuit and County Courts
Principal Business Address: 501 W. Adams Street, Jacksonville, Florida 32202
Telephone: 904-255-2413

Description of Service:
Contractor to provide a Tax Deed Application to maintain complete tax deed required documentation, recording of sales of delinquent properties, and processing of all financial tranactions.

DocuSign Envelope ID: 7319E4A7-6010-45FB-8F6C-61EC02A6D573

THIS IS AN APPROVED FORM. DO NOT SUBSTITUTE OR REVISE

CITY OF JACKSONVILLE, FLORIDA
PERFORMANCE BOND - BOND NO. 21BSBIE0218

REQUIRED BY SECTION 255.05, FLORIDA STATUTES

KNOW ALL MEN BY THESE PRESENTS, that PIONEER TECHNOLOGY GROUP, LLC, a Florida limited liability company, as Principal, (hereinafter the "Contractor"), and Hartford Fire Insurance Company, a corporation organized and existing under the laws of the State of Connecticut and duly authorized to conduct and carry on a general surety business in the State of Florida, as Surety (hereinafter the "Surety"), are each held and firmly bonded unto the City of Jacksonville, a municipal corporation in Duval County, Florida, as Obligee (hereinafter the "City"), in the sum of THREE HUNDRED THOUSAND AND 00/100 USD ($300,000.00), lawful money of the United States of America, for the payment whereof Contractor and Surety bind themselves, their respective heirs, executors, administrators, legal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal made and entered into City Contract No. 10759 (the "Contract"), dated as of the 12 day of May, ~~2019~~ 2020, for furnishing all labor, equipment, and materials, and for performing all operations necessary to provide a Tax Deed Application to maintain complete tax deed required documentation, recording of sales of delinquent properties, and processing of all financial transactions, all in strict accordance with plans and specifications and other contract documents prepared by the Procurement Division, bid number ESC-0528-18, bid date October 17, 2018, designated as *Bid Specifications for Tax Deed Application and Services Clerk of the Circuit and County Courts*, and any advertisement for bids for said work and the drawings, plans, and specifications for said work and requirements of the City request for bids and award therefor and of the Contract and all documents included

as a part of the Contract, all of which are, by this reference, made a part hereof to the same extent as if fully set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall: **(1)** provide the City with a certified copy of the recorded bond before commencing the work or before recommencing the work after a default or abandonment; and **(2)** promptly and faithfully perform the construction work and other work in the time and manner prescribed in said Contract, which is made a part of this Bond by reference, in strict compliance with the Contract requirements; and **(3)** perform the guarantee and maintenance of all work and materials furnished under the Contract for the time specified in the Contract; and **(4)** pay the City all losses, delay and disruption damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract, then this Bond shall be void; otherwise, it shall remain in full force and effect, both in equity and in law, in accordance with the laws and statutes of the State of Florida.

PROVIDED, that the Surety hereby waives notice of any alteration or extension of time made by the City, and any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

PROVIDED further, that whenever Contractor shall be declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, at the City's sole option, take one (1) of the following actions:

(1) Within a reasonable time, but in no event later than thirty (30) days after the City's written notice of termination for default, arrange for Contractor with the City's consent, which shall not be unreasonably withheld, to complete the Contract and the Surety shall pay the City all losses, delay and disruption

damages, and all other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by the Contractor under the Contract; or

(2) (A) Within a reasonable time, but in no event later than sixty (60) days after the City's written notice of termination for default, award a contract to a completion contractor and issue a notice to proceed. Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions and, upon determination by Surety of the lowest responsible qualified bidder, award a contract; (B) alternatively, the City may elect to have the Surety determine jointly with the City the lowest responsible qualified bidder, to have the Surety arrange for a contract between such bidder and the City, and for the Surety to make available as Work progresses sufficient funds to pay the cost of completion less the balance of the Contract price (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph). The term "balance of the Contract price" as used in this Bond shall mean the total amount payable by the City to Contractor under the Contract and any approved change orders thereto, less the amount properly paid by the City to Contractor; (C) either way, the Surety shall pay the City all remaining losses, delay and disruption damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default by Contractor under the Contract; or

(3) Within a reasonable time, but in no event later than thirty (30) days from City's notice of termination for default, waive its right to complete or arrange for completion of the Contract and, within twenty-one (21) days thereafter, determine the amount for which it may be liable to the City and tender payment

to the City of any amount necessary in order for the City to complete performance of the Contract in accordance with its terms and conditions less the balance of the Contract price, and shall also indemnify and save the City harmless on account of all claims and damages arising from the Contractor's default under the Contract, and pay the City for all losses, delay and disruption damages, and other damages, expenses, costs, and statutory attorney's fees, including those incurred in appellate proceedings, that the City sustains because of a default of the Contractor under the Contract.

PROVIDED FURTHER, the Surety shall indemnify and save the City harmless from any and all claims and damages arising from the Contractor's default under the Contract, including, but not limited to, contractual damages, expenses, costs, injury, negligent or intentional default, patent infringement, and actual damages (including delay and disruption damages) in accordance with the Contract, and including all other damages and assessments which may arise by virtue of failure of the product to perform or any defects in work or materials within a period of one (1) year from the date on which the Contractor receives from the City a certificate of final completion under the Contract.

PROVIDED FURTHER, that during any interim period after the City has declared Contractor to be in default but Surety has not yet remedied the default in the manner acceptable to the City, Surety shall be responsible for securing and protecting the work site, including, but not limited to, the physical premises, structures, fixtures, materials, and equipment, and shall be responsible for securing and protecting materials and equipment stored off-site in accordance with the Contract.

PROVIDED FURTHER, no right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

SIGNED AND SEALED this 12 day of May, ~~2019~~ 2020.

WITNESS:

DocuSigned by:
Justin Ebright
B071AA0D501438...

Signature

Justin Ebright

Type/Print Name

Business Development

Title

PIONEER TECHNOLOGY GROUP, LLC

DocuSigned by:
Ryan Crowley
3DF23ACF7EAE4BD...

Signature

Type/Print Name Ryan Crowley

Title

AS PRINCIPAL Executive VP, Sales & Marketing

Signed, Sealed and Delivered
in the Presence of:

Hartford Fire Insurance Company

By

Its Tyler D. DeBord, Attorney-In-Fact

AS SURETY

Name of Agent: Tyler D. DeBord

Address: PO Box 2412

Daytona Beach, FL 32115

Note: Date of Bond Must Not Be Prior to Date of Contract

Form Approved:

James R. McCain, Jr.

Office of General Counsel

DocuSign Envelope ID: 7319E4A7-6010-45FB-8F6C-61EC02A6D573

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BROWN & BROWN OF FLORIDA INC
Agency Code: 21-220889

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, *up to the amount of* Unlimited :

Tyler D. DeBord, Stephen P. Farmer, Pamela J. Thompson of DAYTONA BEACH, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 12, 2020

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

TaxSmart

SOFTWARE LICENSE AGREEMENT

between

PIONEER TECHNOLOGY GROUP, LLC

("PTG")

having its principal place of business at:

1100 Central Park Drive, Suite 100

Sanford, Florida 32751

Fax No.: 407-321-7434

and

THE CITY OF JACKSONVILLE
("CITY")

having its principal address at:

501 West Adams Street, Suite 2350
Jacksonville, Florida 32202

(1) ***Definitions and Identifications.*** For all purposes of this Agreement, unless the context specifically indicates otherwise, and in addition to other terms defined only within the internal text of this Agreement, the terms defined in this §1 shall be applicable:

(a) *Agreement* – this Agreement, all exhibits thereto, and any and all subsequent duly executed amendments thereto.

(b) *Confidential Information* – Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person ("Discloser") to another Person ("Recipient") pursuant to this Agreement or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Software and all Documentation. Confidential Information does not include any information: (1) Recipient knew before Discloser provided it; (2) which has become publicly known through no wrongful act of Recipient; (3) which Recipient developed independently, as evidenced by appropriate documentation; or, (4) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.

(c) *Copyrights* – copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all Derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.

(d) *Deliverables* – those components, milestones, and/or materials, including, without limitation, the Software, Documentation, Maintenance Modifications, and Enhancements to be completed by one Party and delivered or otherwise provided to the other Party in accordance with the terms of this Agreement and/or an effective Maintenance Agreement. Deliverables can mean either Deliverables required from PTG ("PTG Deliverables") or Deliverables required from Licensee ("City Deliverables").

(e) *Derivatives* – any and all adaptations, enhancements, improvements, modifications, revisions, or translations, whether to Intellectual Property or otherwise.

(f) *Documentation* – manuals, user guides, and other documentary materials for use with the Deliverables, including, without limitation, all Derivatives thereof.

(g) *Enhancements* – changes or additions, other than Maintenance Modifications, to Software and related Documentation, including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance by changes in system design or coding; *provided, however*, that Enhancements do not include any New Product.

(h) *Error* – (1) any error or defect resulting from an incorrect functioning of Software caused by the Software's failure to meet a Functional Specification therefor; or, (2) any error or defect resulting from an incorrect or incomplete statement in Documentation caused by the failure of the Software and/or the Documentation to meet a Functional Specification therefor.

(i) *Field of Use* – the Field of Use described in the License Summary.

(j) *Functional Specifications* – the design and/or performance criteria for and qualities of the Software described as Functional Specifications in the License Summary.

(k) *Intellectual Property* – (1) Trade Secrets, (2) Copyrights, (3) Derivatives, (4) Documentation, (5) Patents, (6) Software, (7) Technical Information, (8) Technology, and (9) any and all proprietary rights relating to any of the foregoing.

(l) *City* – the Licensee executing this Agreement for and on behalf of the Duval County Clerk of the Circuit Court.

(m) *City Data* – all data of Licensee, whether proprietary or non-proprietary to City, converted to the System.

(n) *City Materials* – all Licensee Data and all Derivatives thereof.

(o) *License Summary* – the License Summary attached hereto as *Exhibit 1*.

(p) *Maintenance Agreement* – a separate written agreement setting forth the terms and conditions under which maintenance services for the Software will be provided by PTG to City after the expiration of the Warranty Period.

(q) *Maintenance Modification* – any modification or revision (except to the extent the same constitutes an Enhancement or a New Product) to Software or Documentation that corrects Errors, supports new releases of the operating systems with which the Software is designed to operate, supports new input/output (I/O) devices, or provides other incidental updates, corrections, or legislative changes.

(r) *Material Breach* – failure by a Party to perform any requirement, duty, or obligation upon it as provided for in this Agreement, other than as excepted pursuant to the provisions of §15 (Excusable Delays) of this Agreement.

(s) *New Product*. Any change or addition to Software and/or related Documentation that: (1) has a value or utility separate from the use of the Software and Documentation; (2) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (3) is not made available to PTG's licensees generally without separate charge.

(t) *Party* – either PTG or City, and "Parties" means both of the same.

(u) *Patents* – all patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing, and all applications therefor (and patents which may issue on all such applications).

(v) *Person* – an individual, partnership, corporation, association, joint stock company, limited liability company, trust, joint venture, unincorporated organization, or any governmental agency or authority.

(w) *Scope of Services* – the written description and specifications for the System, including, without limitation, the Deliverables and Functional Specifications, and all milestone, delivery, and acceptance schedules, as described in the License Summary.

(x) *Software* – includes, as applicable, all PTG software and all Third Party Software supplied by PTG pursuant to this Agreement. Software shall include any Maintenance Modification or Enhancement thereto created by PTG from time to time during the Warranty Period of this Agreement and/or thereafter during the term of any effective Maintenance Agreement. The term "Software" does not include New Products except to the extent added to the Software by separate agreement of the Parties as to additional fees, terms, and conditions.

(y) *Software Acceptance Date* – the date of final acceptance of the System by City as described in §4(e) of this Agreement.

(z) *System* – the Software system developed by PTG in accordance with the Scope of Services for use by City in the Field of Use and solely in the Territory pursuant to the terms and conditions of this Agreement.

(aa) *Taxes* – all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar taxes), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other taxes of any kind, including, without limitation, any interest, penalty, or addition thereto, whether or not disputed.

(ab) *Technical Information* – know-how, data, and other technical information including, without limitation: (1) engineering documentation, such as development records, production software information, algorithms, flow charts, design information, drawings, specifications, and data sheets; (2) manufacturing documentation such as manufacturing drawings, instructions, specifications, procedures, methods, standards documentation, tooling and fixture drawings, process specifications and instructions; and, (3) quality and reliability documentation such as quality plans, specifications, instructions, procedures, test plans, test records and regulatory documentation; and further including any and all Intellectual Property therein or relating or referring thereto.

(ac) *Technology* – know-how, show-how, procedures, systems, processes, Trade Secrets, inventions (whether or not patentable and whether or not reduced to practice), algorithms, formulae, research and development data, manufacturing, development, and production techniques, and all other proprietary information relating thereto, and further including any and all Intellectual Property therein or relating or referring thereto.

(ad) *Territory* – the Territory described in the License Summary.

(ae) *Test Validation Criteria* – the acceptance criteria for the PTG Deliverables, including, without limitation, the Software, set forth in the Scope of Services.

(af) *Third Party Software* – software utilized in tandem with the Software, and necessary to enable the Software to perform the Functional Specifications, supplied either by PTG with the Software or by City independently of PTG.

(ag) *Trade Secrets* – shall have the meaning set forth in applicable statutory law, if any, and, if not, as defined by applicable common law; *provided, however*, that, where both statutory and common law may be applicable, the broadest possible definition shall apply.

(ah) *Trademarks* – trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the Territory.

(ai) *Warranty Period* – the thirty (30) business day period commencing on the Software Acceptance Date.

(2) *Agreement to License.* This Agreement provides for the license of Software by PTG to City in accordance with the terms and conditions of this Agreement. PTG shall license to City, and City shall license from PTG, the Software as described on the attached License Summary. City may license additional Software hereunder by execution of a subsequent License Summary.

(3) *Fees, Installation Charges, and Taxes.*

(a) *License Fees.* The license fees for the initial items of licensed Software are set forth on the License Summary. Subsequent orders shall be at the fees in effect at the time of receipt by PTG of any applicable subsequent License Summary executed by City and PTG. City shall have the right to procure additional Third Party Software.

(b) *Installation Fees.* City shall also pay for installation of Software at the then prevailing fees, plus any travel expenses required, including reasonable mileage, air fare, meals, lodging, and similar expenses. Meals will be billed at the applicable GSA per diem rate.

(c) *Taxes.* City is liable for any applicable federal, state, or local Taxes (exclusive of income or gross receipts Taxes properly payable by PTG) and other fees or assessments incurred as a result of the license or use of the Software by City. City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates will be provided upon request. PTG shall not include any federal, state, or local taxes in any invoices submitted to City.

(4) *Delivery and Acceptance.*

(a) *Delivery.* Each Party shall timely perform delivery of its required Deliverables in accordance with the Scope of Services, including the delivery schedule specified therein. City shall pay or reimburse PTG for all costs of shipping Software to City, including freight, insurance, and special packaging charges, if any. The carrier, method of shipment, and other matters relating to shipment shall be determined by PTG. City is responsible for movement into or within City's premises, site preparation per PTG requirements, and other site expenses required for installation.

(b) *Testing.* Testing of PTG Deliverables shall be completed by City in accordance with the Test Validation Criteria within fifteen (15) business days following initial delivery to City.

(c) *Initial Acceptance.* Within twenty (20) business days following initial delivery to City, City shall either: (i) accept the PTG Deliverables in writing; or, (ii) reject the PTG Deliverables and provide PTG with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. Failure by City to provide the rejection and statement of Errors within the twenty (20) business day period provided herein shall be deemed to be acceptance by City of the PTG Deliverables. PTG will correct any Error and redeliver the affected Deliverables to City within thirty (30) business days following receipt of the statement of Errors. City shall, within ten

(10) business days following such redelivery, retest and accept or reject the redelivered PTG Deliverables in accordance with the procedures set forth herein. Failure by City to provide a statement of either acceptance or Errors within ten (10) business days following redelivery of the PTG Deliverables shall be deemed to be acceptance by City of the PTG Deliverables.

(d) *Installation.* Within thirty (30) business days following acceptance of the PTG Deliverables, PTG shall install the System at the City's facilities for final acceptance testing.

(e) *Final Acceptance.* Within ten (10) business days following completion of installation, City shall either: (i) accept the System in writing; or, (ii) reject the System and provide PTG with a statement of Errors resulting in operation not in conformance with the Test Validation Criteria. PTG will correct any Error and redeliver the System to City within thirty (30) business days following receipt of the statement of Errors. City shall, within ten (10) business days following such redelivery, accept or reject the redelivered System in accordance with the procedures set forth herein. Failure by City to provide a statement of acceptance or Errors within either of the ten (10) business day periods specified herein shall be deemed to be final acceptance by City of the System.

(5) *Payment.*

(a) *Initial License Summary.* Payment of Software license fees, installation fees, and other fees on the initial License Summary will be made in installments as follows:

(i) thirty percent (30%) of such license fees for all modules, as indicated on the PTG License Summary, is due at the time City signs this Agreement.

(ii) seventy percent (70%) of such license fees is due upon Final Acceptance.

(iii) Fees for installation of the software, including data conversion, system implementation, training, and forms generation, as indicated on the PTG License Summary, will be billed monthly as incurred and are payable within thirty (30) days following invoice by PTG.

(b) *Subsequent License Summary.* Payment of license fees, installation fees, and other fees to PTG on any subsequent License Summary shall be made as specified in such subsequent License Summary.

(c) *Ancillary Charges and Out of Pocket Expenses.* Notwithstanding §5(a) of this Agreement, all ancillary charges (*e.g.*, additional training charges) and all out of pocket expenses of PTG (*e.g.*, travel expenses) which are payable by City hereunder shall be due and payable within thirty (30) days following invoice by PTG.

(d) *Failure of Payment.* In the event payment is not made as specified in this Agreement, City shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided, however*, that if City is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this §5(d).

(6) *Warranty, Exclusions, and Disclaimer.*

(a) *Software Warranty.* PTG warrants that the Software delivered hereunder shall conform to the Functional Specifications set forth in the License Summary and will be free of Errors during the Warranty Period. PTG's sole obligation and responsibility to City under the foregoing warranty is to remedy, at no cost to City, any such Error reported to PTG during the Warranty Period. Notwithstanding the foregoing or any other term or provision of this Agreement, with respect to Third Party Software provided by PTG hereunder, PTG makes no warranties, but shall, to the extent legally permitted, pass through to City all warranties provided by the original licensor/manufacturer.

(b) *Software Warranty Exclusions.* The foregoing warranties do not apply to any of the following:

(i) Damage arising from any cause beyond PTG's reasonable control, including, without limitation, damage due to the improper operation or use of Software by City, abuse or misuse of Software other than as designed or intended, malfunctions caused by alteration or tampering, or any reason specified in §15 (Excusable Delays) of this Agreement.

(ii) Damage resulting from movement of Software after its initial installation.

(iii) Malfunction or breakdown of Software due to attachment to, or addition or use of, software not supplied by PTG with the Software, or as a result of attachment of the Software to hardware or software by anyone other than PTG, or as a result of hardware associated problems.

(iv) Damage, malfunction, or breakdown of Software due to improper operating environment, including, without limitation, temperature, humidity, dust, or static charge.

(v) Destruction or damage, in whole or in part, of Software by any Person other than PTG.

(c) *SOFTWARE WARRANTY DISCLAIMER.* EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS §6 AND IN §12 OF THIS AGREEMENT, PTG DISCLAIMS AND CITY WAIVES ALL WARRANTIES ON THE SOFTWARE FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSES THE SOFTWARE "AS IS" AND "WITH ALL FAULTS." IN NO EVENT SHALL PTG'S LIABILITY UNDER THIS §6, IN THE AGGREGATE FOR ALL CLAIMS WITH RESPECT TO ANY ITEM OF SOFTWARE, EXCEED THE LICENSE FEE PAID HEREUNDER TO PTG FOR SUCH ITEM OF SOFTWARE, REDUCED BY THREE PERCENT (3%) FOR EACH MONTH OR PORTION THEREOF FOLLOWING THE SOFTWARE ACCEPTANCE DATE THEREOF UNTIL THE EFFECTIVE DATE PTG IS NOTIFIED OF THE APPLICABLE CLAIM BY CITY. PTG SHALL NOT BE LIABLE IN ANY EVENT FOR DAMAGES RESULTING FROM LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT, OR FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF PTG'S LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF PTG ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, AND/OR PERFORMANCE OF THE SOFTWARE. ALL RIGHTS OF REVOCATION OF ACCEPTANCE UNDER THE UNIFORM COMMERCIAL CODE ARE EXPRESSLY SUPERSEDED BY CITY'S

RIGHTS AND PTG'S OBLIGATIONS AS REFERENCED IN THIS §6. EXCEPT AS STATED IN THIS §6, THE RISK OF THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS UPON CITY, AND CITY UNDERSTANDS THAT THE FEES CHARGED HEREUNDER BY PTG SPECIFICALLY REFLECT THE ALLOCATION OF RISK AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS §6.

(7) *Functional Specifications.*

(a) *Functional Specifications.* PTG shall provide guidance and assistance to City and City shall complete all associated tasks requested by PTG for the purpose of defining and approving all Functional Specifications for each of the items of Software licensed by City from PTG hereunder.

(b) *Customized Software.* City understands that such Functional Specifications shall be defined in accordance with PTG standard applications and that any application and/or communication and/or functions not currently supported by PTG shall be considered "customized" and, as such, may incur additional costs and delivery schedules beyond those stated and agreed to by PTG.

(8) *Training.* PTG shall provide City with classroom training (up to eight (8) hours and 10 people per session) in the operation and maintenance of the Software, at City's facilities at which the Software is installed per the License Summary. City may request additional training time and/or additional personnel to be trained, provided that any such additional training shall be chargeable to City at the rate set forth in the RFP.

(9) *Maintenance Agreement.* City shall execute a Software Maintenance Agreement at the time this Agreement is executed. Separate fees for Software maintenance will commence as specified in the Maintenance Agreement.

(10) *Software License.*

(a) *Background.* PTG and/or its suppliers have designed, developed, and made available proprietary computer Software containing Trade Secrets of PTG and/or its suppliers. Use of this Software is strictly governed by the terms of this Agreement. No title or ownership in the Software is transferred to City. The License granted hereby is for City's internal use only, and only in the Territory and the Field of Use. City shall not copy or in any way duplicate the Software, except for necessary backup and archival procedures (non-printed, machine readable form) approved by PTG in advance, and in writing, which approval shall not be unreasonably withheld. In connection with any such permitted copy, City shall reproduce and incorporate all Trade Secret and/or Copyright notices, and the same shall be subject to all of the terms and conditions of this Agreement. All copies made by City of the Software and any Documentation, including, without limitation, all translations, compilations, partial copies, *etc.*, are the exclusive property of PTG. Software, Documentation, and all copies thereof may not be assigned, conveyed, relicensed, sublicensed, published, disclosed, displayed, or otherwise transferred (voluntarily, involuntarily, by operation of law, or otherwise) by City for the benefit of a third Person. City shall not permit any other Person (exclusive of City's employees and necessary contractors acting in the proper scope of their services to City) to use the Software, Documentation, or any copy thereof, whether in the operation of a service bureau or otherwise, or permit access to the Software through terminals outside of City's business premises. City shall secure and protect the Software licensed hereunder and all copies thereof and all Documentation relating thereto in a manner consistent

with the full preservation of PTG's rights therein, and shall take such appropriate action, by instruction or agreement, with its employees and necessary contractors as shall be reasonably requested by PTG in order to protect PTG's rights therein. City shall not adapt, modify, reverse engineer, decompile, or disassemble, in whole or in part, any of the Software and/or any Documentation. City is entitled to all Enhancements and/or Maintenance Modifications to the Software and Documentation as are expressly provided for in this Agreement or in any effective Maintenance Agreement between PTG and City. City is not entitled to any New Product (or other product of PTG) hereunder, under any Maintenance Agreement, or otherwise, except pursuant to a separate written agreement with PTG and separate payment therefor.

(b) *License*. PTG grants City, during the term of the grant of license specified herein, a nontransferable and nonexclusive license for use of the Software (machine readable version) and Documentation therefor, solely by City in accordance with the terms and conditions of this Agreement. Such use shall be limited to City only, and only within the Territory and the Field of Use. The term of the grant of license herein shall remain in effect until termination pursuant to the express provisions of this Agreement. Title to the Software remains in PTG. PTG shall be the sole and exclusive owner of all rights to Patents, Copyrights, Trademarks, Trade Secrets, and all other Intellectual Property rights in the Software and in all Maintenance Modifications and Enhancements thereto.

(c) *Third Party Software*. City shall execute all documents reasonably requested by PTG and will abide by all reasonable requirements with respect to all Third Party Software licensed or sublicensed by PTG to City hereunder, or necessary to the performance of the Software hereunder in accordance with the Functional Specifications, and City agrees to maintain in effect all required licenses and approvals of all applicable third Persons.

(11) *Restrictions Upon Disclosure of Confidential Information.*

(a) *Protection*. Recipient shall use commercially reasonable care, but in no event less than the same degree of care it uses to protect its own most confidential and proprietary information, to prevent the unauthorized use, disclosure, publication, or dissemination of Discloser's Confidential Information. Recipient shall provide Discloser's Confidential Information to its employees and necessary contractors only on a "need to know" basis, and always subject to the terms of this Agreement. Recipient agrees to accept and use Discloser's Confidential Information solely in connection with Recipient's participation in, and solely with respect to, this Agreement. Recipient shall inform its employees and necessary contractors of the obligations contained within this §11(a), and shall take such steps as may be reasonably requested by Discloser to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. Recipient acknowledges that, in the event of a breach by Recipient of its obligations under this §11, in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach of this §11 or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery, by telephone followed by Certified Mail, of any prohibited use or disclosure of any of Discloser's Confidential Information, or any other breach of the requirements of this §11 by Recipient (including, without limitation, by any contractors), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

(b) *Limited Disclosure*. Recipient may disclose Confidential Information of Discloser if and to the extent required by any judicial or administrative governmental request, requirement,

or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order. Recipient shall, except as otherwise expressly provided by the terms of this Agreement, return all tangible Discloser Confidential Information, including, without limitation, all computer programs, documentation, notes, plans, drawings, and copies thereof, to Discloser immediately upon Discloser's request.

(c) *Ownership.* All Discloser Confidential Information, including, without limitation, any and all adaptations, enhancements, improvements, modifications, revisions, or translations thereof created by Discloser or Recipient, shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby. Except as otherwise expressly provided in this Agreement, all Discloser Confidential Information is provided "AS IS" and without any warranty, express, implied, or otherwise, regarding its accuracy or performance.

(d) *Survival.* The obligation of Recipient to maintain the confidentiality of Discloser's Confidential Information shall survive the expiration or termination of this Agreement indefinitely, unless and until: (i) such Confidential Information shall cease to be Confidential Information; or, (ii) otherwise agreed to in writing by Discloser.

(12) *Intellectual Property Rights.*

(a) *Warranty.* PTG warrants and represents to City that, to PTG's knowledge, the Software does not infringe upon any Intellectual Property of any other Person; *provided, however,* that no warranty is provided by PTG in this §12 with respect to any Third Party Software, but PTG shall, to the extent legally permitted, pass through to City any infringement warranty with respect to all Third Party Software provided by the original licensor/manufacturer. The foregoing warranty of PTG shall be ineffective if any of the Software delivered by PTG hereunder has been modified, altered, or otherwise changed by City (or on behalf of City by any Person other than PTG). Notwithstanding the foregoing, PTG will have no liability or obligation under this §12 where any claim of infringement is based upon: (i) the combination, operation, or use of the Software with any Intellectual Property other than PTG Intellectual Property, if such claim would have been avoided but for such combination, operation, or use; and/or, (ii) any Derivative of any PTG Intellectual Property created by any Person other than PTG. PTG shall have sole control over the selection of counsel and the defense of any legal proceeding or other claim described herein and any settlement thereof, and City shall provide PTG with all reasonable assistance in the defense of the same.

(b) *Remedy.* In the event of a breach by PTG of the warranty contained within §12(a) hereof, PTG shall have the right, as City's sole remedy against PTG, at PTG's sole election, to: (i) modify the allegedly infringing Software to be non-infringing, provided that such modification does not adversely impact the functionality of the Software licensed to City hereunder in any material respect; or, (ii) obtain a license to enable City to continue to use the applicable Software as contemplated in this Agreement, provided that PTG shall have no obligation to obtain such license in the event annual payments or royalties for such license would exceed twenty-five percent (25%) of the annual amount paid by City to PTG under the Maintenance Agreement (unless City agrees to pay any and all such excess costs), and then only if and to the extent any such Maintenance Agreement remains in effect. In the event PTG fails to accomplish either of the foregoing alternatives within a commercially reasonable period, or if a permanent injunction shall be entered against the use of the Software by City, the license granted to City pursuant to this Agreement shall terminate on notice by either Party to the other Party, and, in such event,

PTG shall refund to City the license fee provided for in §3(a) of this Agreement, less: (i) three percent (3%) thereof for each month, or part thereof, from the Software Acceptance Date to the effective date of termination; and less, (ii) all amounts paid by PTG to City pursuant to §6 of this Agreement.

(c) *Notification.* City shall promptly notify PTG of any claim described in this §12 which comes to the attention of City.

(d) *LIMITATION OF LIABILITY.* OTHER THAN WITH RESPECT TO ITS EXPRESS OBLIGATIONS UNDER THIS §12, IN NO EVENT SHALL PTG BE LIABLE TO CITY IN CONNECTION WITH ANY CLAIM OR OTHER MATTER DESCRIBED IN THIS §12. IN NO EVENT SHALL PTG BE RESPONSIBLE TO CITY FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

(e) *Survival.* The provisions of this §12 shall survive the expiration or other termination of this Agreement.

(13) *Protection of Software.*

(a) *PTG Ownership.* As between PTG and City, PTG shall be the sole owner of all right, title, and interest in and to the Software, the Documentation, and any and all copies or Derivatives therein or thereof, created by either Party, exclusive only of the City Materials. City hereby irrevocably grants, transfers, and assigns to PTG, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Patent, Copyright, Trademark, and/or Trade Secret rights, which City may have or acquire, by operation of law or otherwise, in and to any or all of the Software, the Documentation, and in and to any other Intellectual Property of PTG, along with the good will of the business appurtenant to the use of any of the same. City further hereby irrevocably transfers and assigns to PTG any and all moral rights City may have in and to such Software, the Documentation, and in and to any other Intellectual Property of PTG, and hereby forever waives and agrees never to assert any moral rights it may have therein, either prior to or following the termination of the license granted pursuant to this Agreement. City shall, at the request of PTG, execute any and all documentation necessary to formally transfer such rights to PTG.

(b) *City Ownership.* As between PTG and City, City shall be the sole owner of all right, title, and interest in and to all City Materials. PTG hereby irrevocably grants, transfers, and assigns to City, without reservation, all worldwide ownership rights, title, and interest, including, without limitation, any and all Intellectual Property rights, which PTG may have or acquire, by operation of law or otherwise, in and to any or all of the City Materials, along with the good will of the business appurtenant to the use of any of the same. PTG further hereby irrevocably transfers and assigns to City any and all moral rights PTG may have in such City Materials, and hereby forever waives and agrees never to assert any moral rights it may have therein, even after termination of the license granted pursuant to this Agreement. PTG shall, at the request of City, execute any and all documentation necessary to formally transfer such rights to City.

(c) *Protection of PTG Intellectual Property.* PTG shall have the right, but not the obligation, to file and prosecute all rights in and to any or all of its Intellectual Property, in its own name and at its own cost, within and outside of the Territory. City shall cooperate with PTG, at the request of PTG, in providing any information, documentation, or other assistance to PTG

reasonably necessary to enable PTG to file and prosecute any and all such rights. City has no right to file or prosecute, in its own name, on behalf of PTG, or otherwise, any right in or to any or all of the Intellectual Property of PTG without the prior consent of PTG in each instance, which consent may be withheld in the sole and absolute discretion of PTG.

(d) *Enforcement of PTG Intellectual Property.* PTG shall have the right to enforce its Intellectual Property throughout the Territory and elsewhere, in its own name, against any and all third Persons whose activities: (i) violate, infringe, unfairly compete with, or are likely to violate, infringe, or unfairly compete with any or all of the Software licensed to City hereunder; or, (ii) cause, or are likely to cause, harm, injury, or damage to, City or PTG. City shall promptly notify PTG in writing of any such third Person violation, infringement, or unfair competition of which City acquires knowledge. PTG shall have the right to refrain from taking any such action, if, in the determination of PTG, such requested action cannot be undertaken without unreasonable expense or risk to PTG and/or to the Software, the Documentation, and/or any other Intellectual Property right of PTG. City shall not have the right to undertake any such action, whether at its own expense, in its own name, on behalf of PTG, or otherwise, without, in each instance, the prior consent of PTG, which consent may be withheld in the sole and absolute discretion of PTG.

(14) *License Termination.* PTG may terminate City's license as granted herein if City commits any Material Breach of the terms and conditions of this Agreement. Upon notice of termination, City shall discontinue all use of the Software and shall immediately return to PTG all copies of the Software, all related Documentation, and all other materials which contain any Confidential Information of PTG in City's possession or control. In such event, City shall also permanently delete all copies of all such items residing in City's on or off line computer memory. PTG shall be entitled to enter into any location controlled by City to repossess and remove all Software, Documentation, and any other Confidential Information of PTG, and/or to deactivate any Software. City shall, within five (5) days following the effective date of termination of City's license hereunder, certify in writing to PTG, by an executive officer of City, that all copies of the Software and all Documentation, and all other materials required to be returned to PTG hereunder or to be deleted have been returned or deleted as appropriate.

(15) *Excusable Delays.* Notwithstanding any other term or provision of this Agreement, PTG shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of PTG, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

(16) *Miscellaneous Provisions.*

(a) *Materiality of Breach.* Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and, therefore, is a material term hereof.

(b) *Governing; Venue; Remedies.* The rights, obligations, and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval

County, Florida. In the event of any dispute between the parties, the parties shall be entitled to pursue any and all remedies, both legal and equitable.

(c) *Binding upon Successors and Assigns.* Subject to, and unless otherwise provided in, this Agreement, each and all of the covenants, terms, and provisions contained herein shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

(d) *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

(e) *Entire Agreement.* This Agreement, together with the License Summary, constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement.

(f) *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

(g) *Notices.* Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax) or mailed, by United States certified mail, postage prepaid, and addressed to each Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt, but, if sent by certified mail in the manner set forth herein, shall be effective three (3) days following deposit in the United States mail. Any Party may change its address for such communications to another address in the United States of America by giving notice thereof to the other Party in accordance with the requirements of this section.

(h) *Construction of Agreement.* This Agreement has been negotiated by the respective Parties hereto, and the language hereof shall not be construed for or against any Party. The titles and headings herein are for reference purposes only, and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

(i) *Further Assurances; Cooperation.* Each Party hereto shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions

described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

(j) *Non-Solicitation*. City shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of PTG who has been directly or indirectly involved in the development, licensing, installation, or support of any PTG software product, such bar to remain in effect for a period ending two (2) years following the latter of the: (i) date of termination of such individual's employment relationship with PTG; or, (ii) Software Acceptance Date. PTG shall not solicit the employment or services of, nor employ or otherwise retain, any employee or former employee of City who has been directly or indirectly involved in the development, licensing, installation, or support of any PTG software product, such bar to remain in effect for a period ending two (2) years following the latter of the: (i) date of termination of such individual's employment relationship with City; or, (ii) Software Acceptance Date.

(k) *Independent Contractor Status*. City hereby retains PTG as an independent contractor to City, and PTG hereby accepts such appointment. It is the intention of the Parties hereto that their relationship, as created by this Agreement, is that of an independent contractor and contractee, and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise, between the respective Parties hereto. Neither Party shall hereby acquire any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. PTG shall be entitled to list City in any designation of PTG Citys, in advertising or other published materials of PTG.

(l) *Absence of Third Party Beneficiary Rights*. No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions hereof shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

(m) *Effect of License Termination*. No termination of the Software license granted in this Agreement shall terminate the continuing operation or effect of any other provision of this Agreement, or shall deny to any Party hereto the right to enforce any of its rights granted pursuant to this Agreement, whether such enforcement occurs prior to or following any such termination.

(n) *Fees and Costs*. In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs therein, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals thereof.

IN WITNESS WHEREOF, the Parties have set their hands by their duly authorized representatives on the day and year first above written.

ATTEST:

James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE:

Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Signed in the presence of:

VICTOR LEE
Name: (please print)

Patricia M. Dooley
Name: (please print)

PIONEER TECHNOLOGY GROUP

By:
Name: RYAN CROWLEY
Title: EVP SALES & MARKETING
Date: 1/27/2020

FORM APPROVED

ASSISTANT GENERAL COUNSEL

GC-#1309916-v1-SoftwareLicenseAgreementTaxSmart_PTG_Clean.docx

TaxSmart

SOFTWARE MAINTENANCE AGREEMENT

between

PIONEER TECHNOLOGY GROUP, LLC.

("PTG")

having its principal place of business at:

1100 Central Park Drive, Suite 100

Sanford, Florida 32779

Fax No.: 407-321-7434

and

THE CITY OF JACKSONVILLE
("CITY")

having its principal address at:

501 West Adams Street, Suite 2350
Jacksonville, Florida 32202

(1) ***Definitions and Identifications.*** For all purposes of this Agreement, unless the context specifically indicates otherwise, and in addition to other terms defined only within the internal text of this Agreement or incorporated by reference into this Agreement, the terms defined in this section shall be applicable. Unless otherwise specifically provided herein, all defined terms used in the Software License Agreement shall have the same meaning assigned thereto when used in this Agreement.

(a) *Basic Maintenance Fees* - the fees for Covered Maintenance Services specified in §7 of this Agreement.

(b) *Basic Maintenance Period* - the basic maintenance period specified in §6 of this Agreement.

(c) *Covered Maintenance Services* - includes all Conformity Maintenance Services and all Upgrade Maintenance Services.

(d) *Conformity Maintenance Services* - services necessary to ensure that the Software operates in conformity with all Functional Specifications.

(e) *Contract Year* - each annual one year period during the term of this Agreement, with the first such period beginning on the Maintenance Agreement Effective Date, and ending on the date immediately preceding the first annual anniversary date of the Maintenance Agreement Effective Date, and each equivalent one year period succeeding the first Contract Year.

(f) *Critical Defect* - an Error in the Software or Documentation which renders the Software unable to perform a Functional Specification.

(g) *New Product* – Any change or addition to Software and/or related Documentation that: (1) has a value or utility separate from the use of the Software and Documentation; (2) as a practical matter, may be priced and offered separately from the Software and Documentation; and, (3) is not made available to PTG's licensees generally without separate charge.

(h) *Non-Critical Defect* - any defect in the Software or Documentation other than a Critical Defect.

(i) *Online Support* - the provision of diagnostic advice and assistance concerning the use and operation of the Software via a virtual private network or similar method.

(j) *Telephone Support* - the provision of general information and diagnostic advice and assistance concerning the use and operation of the Software via telephone.

(k) *Upgrade Maintenance Services* - all Enhancements developed by PTG for the Software and related Documentation during the term of this Agreement.

(2) ***Agreement.*** This agreement ("Agreement") covers the maintenance of Software licensed or delivered by PTG for the benefit of City pursuant to that certain concurrently effective Software License Agreement (the "Software License Agreement") between the Parties. THIS AGREEMENT PROVIDES

MAINTENANCE SERVICES ONLY WITH RESPECT TO SOFTWARE, INCLUDING THIRD PARTY SOFTWARE, SUPPLIED BY PTG TO CITY PURSUANT TO THE TERMS OF THE SOFTWARE LICENSE AGREEMENT. THIS AGREEMENT DOES NOT PROVIDE FOR MAINTENANCE SERVICES FOR ANY THIRD PARTY SOFTWARE NOT SUPPLIED BY PTG TO CITY OR FOR ANY HARDWARE.

(3) ***Initial Maintenance Term.*** The initial term ("Initial Term") of this Agreement for all modules shall begin sixty (60) days following the Software Acceptance Date ("Maintenance Agreement Effective Date") for City. Unless sooner terminated in accordance with §15 hereof, or unless extended in accordance with §4 hereof, the term of this Agreement shall remain in effect for a period ending on September 30, 2022.

(4) ***Term.*** The initial term of this Contract shall commence on the Effective Date and shall expire on September 30, 2022, unless sooner terminated by either party in accordance with the terms of the RFP. This Contract may be renewed for up to three (3) additional one (1) year periods by (i) CITY in its sole discretion upon written notice to PTG at least sixty (60) days prior to the end of the then-current term, or (ii) upon the mutual agreement of the parties,

(5) ***Software.*** This Agreement covers all Software as described in the initial License Summary incorporated into the Software License Agreement as *Exhibit 1* attached thereto. Unless City otherwise notifies PTG, all subsequently ordered Software installed by PTG shall be automatically added to this Agreement immediately upon the expiration of the Warranty Period for such subsequently ordered Software (prorated for the applicable Contract Year).

(6) ***Basic Maintenance Period.*** The Basic Maintenance Period commences on Monday and continues through Friday of each week (8:30 a.m. to 5:00 p.m., City Local Time), except on the following recognized holidays ("Holidays"): New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

(7) ***Basic Maintenance Fees.*** Basic Maintenance Fees during the Initial Term are set forth in the License Summary, *Exhibit 1* to the Software License Agreement. Basic Maintenance Fees become effective upon the expiration of the Warranty Period. Basic Maintenance Fees for subsequently ordered Software shall be the PTG Basic Maintenance Fees in effect and applicable thereto at the time of delivery. The rate of PTG's Basic Maintenance Fees for all Software originally included in the initial License Summary will not be increased during the Initial Term of this Agreement. For each Subsequent Term, the rate of Basic Maintenance Fees may be adjusted by PTG effective as of the commencement date of each Subsequent Term. The rate of Basic Maintenance Fees for each respective Subsequent Term shall not exceed the rate applicable thereto as in effect during the immediately preceding Initial Term or Subsequent Term, as the case may be (each a "Term" herein), multiplied by a fraction, the numerator of which fraction is the Consumer Price Index, as reported by the U.S. Department of Labor ("DOL"), All Urban Consumers (1982-84=100), U.S. City Average, Not Seasonably Adjusted (the "Index"), for the second full calendar month preceding the commencement of the Term for which the adjustment is being made, and the denominator of which fraction is the Index so reported for the second full calendar month prior to the commencement of the Term immediately preceding the Term for which the adjustment is being made. In the event DOL discontinues the Index, PTG shall designate an alternative comparable index for all purposes hereof. Notwithstanding any other term or provision of this §7: (i) regardless of any change in the Index, in no event will any increase in the rate of Basic Maintenance Fees from one Term to the next succeeding Term

exceed five percent (5%) multiplied by the number of Contract Years during such immediately preceding Term; and, (ii) under no circumstances shall the Basic Maintenance Fees payable to PTG hereunder during any applicable Term be less than the Basic Maintenance Fees payable to PTG in respect of the immediately preceding Term. In construing the foregoing provisions of this §7, each of the Parties recognizes that Basic Maintenance Fees may increase as a result of the completion of the Warranty Period for additional modules of Software, and that, as a result, it is the rate of Basic Maintenance Fees applicable to each such module which is limited by this §7.

(8) ***Payment of Basic Maintenance Fees.***

(a) *Annual Invoices.* Basic Maintenance Fees shall be invoiced and paid annually in advance. Invoices for annual Basic Maintenance Fees shall be due and payable within thirty (30) days following receipt of invoice by City.

(b) *Subsequently Ordered Software.* Basic Maintenance Fees for subsequently ordered Software shall be paid annually in advance but pro-rated for the applicable Contract Year of this Agreement based upon the conclusion of the Warranty Period for such subsequently ordered Software.

(c) *Failure of Payment.* In the event payment is not made as specified in this Agreement, City shall pay interest at the rate of one and one-half percent (1.5%) per month (or the highest applicable legal rate, whichever is lower) on the outstanding overdue balance for each month or part thereof that such sum is overdue; *provided, however*, that if City is a governmental agency or authority subject to a "Prompt Payment" or similar statutory requirement for the transaction contemplated in this Agreement, such statutory requirement shall control to the extent the same is inconsistent with the requirements of this §8(c).

(d) *Best Pricing for Comparable Services to Other Government Entities.* Compensation for the Services shall be as set forth in the Contract. During the Contract term, if Contractor offers better pricing to other government entities for substantially the same services upon the same or similar terms of the Contract ("Better Pricing"), then the price under the Contract shall be immediately reduced to the better price. City may require Contractor to certify on an annual basis that Better Pricing (as defined above) does not exist.

(9) *Maximum Indebtedness.* As required by Section 106.431, *Ordinance Code*, City's maximum indebtedness for the Services under this Contract for the period of service shall be a fixed monetary amount not-to-exceed TWO HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS ($274,785.00). City's obligations to make payment are contingent upon the availability of lawfully appropriated funds for the Services.

(10) ***Covered Maintenance.***

(a) *General.* PTG will provide to City all required Covered Maintenance Services. All Conformity Maintenance Services and all Online Support and Telephone Support will be performed by PTG during the Basic Maintenance Period. Covered Maintenance Services include modifications to the Software or to any of the Functional Specifications requested by City but do not include the costs of accessories and expendable supplies necessary to operate the Software, such as magnetic tape cards, optical disks, disk packs, paper, and similar items, and such items are not provided free of charge by PTG hereunder.

(b) *Upgrade Maintenance Services*. As a part of this Agreement, City shall also have the right to receive from PTG, without additional service charge, all Upgrade Maintenance Services. Upgrade Maintenance Services include the right to receive, during the applicable Software Warranty Period and during the term of this Agreement (except as otherwise provided in §10(c) hereof), all Enhancements to the Software, including all related update releases and associated Documentation. The right to receive Upgrade Maintenance Services does not include installation of any new release for an Enhancement or any training, and also does not include any New Product, all of which are separately chargeable by PTG.

(c) *Support of Outdated Software*. Following the availability of a new Enhancement release, support by PTG of previous versions of Software will cease after City has completed regression testing to ensure the software works according to City standards. Failure of City to install new Software Enhancement releases or any other correction or improvement provided by PTG shall relieve PTG of responsibility for the improper operation or any malfunction of the Software as modified by any subsequent correction or improvement, but in no such event shall City be relieved of any of its payment obligations to PTG hereunder, and PTG shall be released thereafter from its obligation to support the Software as provided herein. Following any such reinstatement to current release level, PTG will reinstate Covered Maintenance Services hereunder.

(d) *Online Support and Telephone*. Online Support and Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. A toll-free maintenance telephone number is provided for Telephone Support from PTG's corporate offices. Remote diagnostics equipment is required at a minimum of one City location for remote support, which equipment is to be obtained by City at its sole expense.

(e) *Exclusions*. Covered Maintenance Services do not include any of the following: (i) maintenance outside the agreed upon Basic Maintenance Period; (ii) maintenance required by: (a) operator error or improper operation or use of the Software by City; (b) modifications, repairs, or additions to the Software performed by Persons other than PTG, and City shall notify PTG of any such modification, repair, or addition; (c) modifications, repairs, or additions to hardware or to any software supplied by any Person other than PTG; (d) damage to Software by City's employees or third Persons, including, without limitation, damage caused by improper operation or use of other software, hardware, or other equipment; (e) causes beyond the reasonable control of PTG, including, without limitation, any matter described in §14 (Excusable Delays) of this Agreement; (f) electrical disturbances, outages, brownouts, or similar events; (g) PTG's requested involvement in determining or solving a problem with the Software and/or any other software, hardware, or equipment not covered by this Agreement; (h) damage to optical or magnetic media or any work effort associated with copying, reconstructing, or restructuring files or data; (i) damage resulting from radiation, radioactivity, ultraviolet light, or similar agents; (j) training services other than those expressly provided for without charge pursuant to the terms of the Software License Agreement or the Development Agreement; (k) travel costs, including, without limitation, mileage, air fare (coach), accommodations, and meal allowance, except those incurred by PTG in connection with the provision of Covered Maintenance Services; (l) any New Product; or, (m) Software removed or detached from the System.

(11) ***Response Times***. PTG will use its best good faith efforts to respond within four (4) hours (but only during the Basic Maintenance Period) of notice from City of the need for Conformity Maintenance Services or notice of a request for Online Support or Telephone Support. Any such notice from City shall, to the

extent possible, identify all Critical Defects, and, in connection with the provision of any Conformity Maintenance Service, Online Support, and/or Telephone Support, City shall, at its own expense, provide its full good faith support and cooperation with PTG's efforts at resolution. PTG will use its best good faith efforts to correct all Critical Defects within twenty-four (24) hours after notice from City of the applicable Critical Defects. Non-Critical Defects will be corrected, if correction is reasonably possible, before the earlier of: (a) seventy-five (75) days following the date of next release (following notice of defect from City) of an Enhancement relating to the applicable Software component; or, (b) one (1) year following notice of defect from City.

(12) ***Billable Call Maintenance.*** Any maintenance service or related service or training other than Covered Maintenance Services will be charged at PTG's then current billable call maintenance rates in effect. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half of one hour (1/2 hour). Should billable call maintenance services require travel to the City's site, City will also be invoiced for actual expenses of travel, including, without limitation, as applicable, mileage, air fare (coach), accommodations, and meal allowance; *provided, however*, that, in the event City is a governmental agency or authority, travel expenses shall be limited in amount by applicable federal or state statutory requirements. All charges for billable call maintenance shall be due and payable within thirty (30) days following invoice by PTG.

(13) ***Taxes.*** All Software maintenance fees and all other charges payable hereunder are exclusive of federal, state, and local Taxes. City shall pay or reimburse PTG for all such applicable Taxes (exclusive of income and gross receipts Taxes properly payable by PTG) and PTG may add such Taxes to invoices submitted to City. City is generally exempt from any taxes imposed by the State of Florida or the federal government. Exemption certificates shall be provided upon request. PTG shall not include any federal, state, or local taxes in any invoice submitted to City.

(14) ***LIMITATION OF LIABILITY.*** IN NO EVENT SHALL PTG BE RESPONSIBLE TO CITY UNDER THE TERMS OF THIS AGREEMENT OR OTHERWISE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, AND/OR LOSS OF USE OF PRODUCT) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS OF USE. IN NO EVENT SHALL PTG'S LIABILITY HEREUNDER WITH RESPECT TO THIS AGREEMENT IN THE AGGREGATE FOR ALL CLAIMS EXCEED FIFTY PERCENT (50%) OF THE MAXIMUM BASIC MAINTENANCE FEES PAID HEREUNDER BY CITY TO PTG DURING ANY ONE YEAR PERIOD. THE LIMITATIONS OF PTG'S LIABILITY HEREUNDER SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. CITY UNDERSTANDS THAT THE FEES CHARGED HEREUNDER BY PTG SPECIFICALLY REFLECT THE ALLOCATION OF RISK AND EXCLUSION OF DAMAGES PROVIDED FOR IN THIS §13.

(15) ***Excusable Delays.*** Notwithstanding any other term or provision hereof, PTG shall not be liable for delays in delivery, failure to deliver, or otherwise to perform any obligation hereunder when such delay or failure arises from causes beyond the reasonable control of PTG, including, without limitation, such causes as acts of God or public enemies, labor disputes, supplier or material shortages, embargoes, rationing, acts of local, state, or national governments or public agencies, utility or communication failures, fire, flood, storms, earthquake, settling of walls or foundations, epidemics, riots, terrorism, civil commotion, strikes, or war.

(16) ***Termination.***

(a) *Termination at Will.* During the Initial Term or any Subsequent Term of this Agreement, neither Party may terminate the term of this Agreement for reasons other than those expressly provided for in this Agreement; *provided, however*, that either Party hereto may terminate the term of this Agreement at any time as of and effective at the conclusion of the Initial Term or any Subsequent Term upon notice to the other Party given not later than ninety (90) days prior to the conclusion of the then current term of this Agreement.

(b) *Termination by PTG for Non-Payment or Upon Termination of License.* PTG may terminate the term of this Agreement and its obligation to provide Covered Maintenance Services or any other service hereunder upon notice to City in the event: (i) City fails to make any payment when due to PTG after ten (10) days notice of such failure to pay from PTG; or, (ii) in the event of the termination of City's license of Software. No termination pursuant to this subsection (b) shall relieve City of its payment obligations to PTG pursuant to the terms of this Agreement or otherwise.

(c) *Termination by City.* City may terminate the term of this Agreement upon notice to PTG in the event City's license of the Software is terminated pursuant to §12(b) of the Software License Agreement, or in the event there has been no lawful appropriation of funds for this Agreement.

(d) *General Effect of Terminations.* No termination of the term of this Agreement shall terminate any right or remedy available to a Party as a consequence of any breach of this Agreement by the other Party.

(17) ***Public Records Law; Process For Protecting Trade Secrets and Other Information.*** Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. All documents received by City in connection with this Contract are subject to Chapter 119, Florida Statutes (the "Florida Public Records Law"). Any specific information that PTG claims to be a trade secret or otherwise exempt from the Florida Public Records Law must be clearly identified as such by PTG on all copies furnished to City. City agrees to notify PTG of any third-party request to view such information, but it is PTG's obligation to obtain a court order enjoining disclosure. If PTG fails to obtain a court order enjoining disclosure <u>within five (5) business days</u> of PTG's receiving notice of the request, City may release the requested information. Such release shall be deemed for purposes of the Contract to be made with PTG's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright, or other intellectual property.

In accordance with Section 119.0701, Florida Statutes, PTG shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if PTG does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of PTG or keep and maintain public records required by City to perform the service. If PTG transfers all public records to City upon completion of this Contract, PTG shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PTG keeps and maintains public records upon completion of this Contract, PTG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF PTG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, IT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; PRR@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

(17) ***Miscellaneous Provisions.***

(a) *Governing; Venue; Remedies.* The rights, obligations, and remedies of the parties as specified under the Contract shall be interpreted and governed in all aspects by the laws of the State of Florida. Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions shall not be impaired. Venue for litigation of the Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. In the event of any dispute between the parties, the parties shall be entitled to pursue any and all remedies, both legal and equitable.

(b) *Binding upon Successors and Assigns.* Subject to, and unless otherwise provided in, this Agreement, each and all of the covenants, terms, and provisions contained herein shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto.

(c) *Severability.* If any provision of this Agreement shall be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event no such limiting construction is possible, such

invalid or unenforceable provision shall be deemed severed from this Agreement without affecting the validity of any other term or provision hereof.

(d) *Entire Agreement.* This Agreement, together with the License Summary, constitute the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, inducements, and conditions, express or implied, written or oral, between the Parties with respect thereto. The express terms hereof control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof. To the extent that there is any conflict between the terms of the RFP and this Software Maintenance Agreement, the terms of the RFP shall control.

(e) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original as against any Party whose signature appears thereon, and all of which together shall constitute one and the same agreement.

(f) *Amendment and Waivers.* Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a writing signed by the Party to be bound thereby. The waiver by a Party of any breach hereof or default hereunder shall not be deemed to constitute a waiver of any other breach or default. The failure of any Party to enforce any provision hereof shall not be construed as or constitute a waiver of the right of such Party thereafter to enforce such provision.

(g) *Notices.* Whenever any Party hereto desires or is required to give any notice, demand, consent, approval, satisfaction, statement, or request with respect to this Agreement, each such communication shall be in writing and shall be effective only if it is delivered by personal service (which shall include delivery by delivery service, over-night delivery service, telecopy, or telefax) or mailed, by United States certified mail, postage prepaid, and addressed to each Party at its notice address provided on the cover page of this Agreement. Such communications, when personally delivered, shall be effective upon receipt, but, if sent by certified mail in the manner set forth herein, shall be effective three (3) days following deposit in the United States mail. Any Party may change its address for such communications to another address in the United States of America by giving notice thereof to the other Party in accordance with the requirements of this section.

(h) *Construction of Agreement.* This Agreement has been negotiated by the respective Parties hereto, and the language hereof shall not be construed for or against any Party. The titles and headings herein are for reference purposes only, and shall not in any manner limit the construction of this Agreement which shall be considered as a whole.

(i) *Further Assurances; Cooperation.* Each Party hereto shall execute such further instruments, documents, and agreements, and shall provide such further written assurances, as may be reasonably requested by the other Party to better evidence and reflect the transactions described herein and contemplated hereby, and to carry into effect the intents and purposes of this Agreement.

(j) *Independent Contractor Status.* City hereby retains PTG as an independent contractor to City, and PTG hereby accepts such appointment. It is the intention of the Parties hereto that their relationship, as created by this Agreement, is that of an independent contractor and contractee, and this Agreement shall not create any other relationship, whether partnership, joint venture, agency, or otherwise,

between the respective Parties hereto. Neither Party shall hereby acquire any authority, whether actual, express, implied, or apparent, to bind or otherwise obligate the other Party in any capacity. PTG shall be entitled to list City in any designation of PTG licensees, in advertising or other published materials of PTG.

(k) *Absence of Third Party Beneficiary Rights.* No provision of this Agreement is intended or shall be construed to provide or create any third party beneficiary right or any other right of any kind in any Person other than the Parties and their proper successors and assigns, and all terms and provisions hereof shall be personal solely between the Parties to this Agreement and such proper successors and assigns.

(l) *Effect of License Termination.* No termination of the Software license granted in this Agreement shall terminate the continuing operation or effect of any other provision of this Agreement, or shall deny to any Party hereto the right to enforce any of its rights granted pursuant to this Agreement, whether such enforcement occurs prior to or following any such termination.

(m) *Fees and Costs.* In the event of any litigation between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either Party under this Agreement, or for a declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement (in each case, a "Proceeding"), the Party which substantially prevails in any such Proceeding shall be entitled to recover from the other Party all of such prevailing Party's fees and costs therein, including, without limitation, attorneys' fees, court costs, and costs of expert witnesses and of investigation, incurred at or in connection with any level of the Proceeding, including all appeals thereof.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the day and year first above written.

ATTEST:

James R. McCain, Jr.
Corporation Secretary

Signed in the presence of:

Print Name: VICTOR LEE

Print Name: Patricia M. Dosley

CITY OF JACKSONVILLE:

Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

PIONEER TECHNOLOGY GROUP:

By:

Name: RYAN CROWLEY

Title: EVP SALES & MARKETING

Date: 1/27/2020

FORM APPROVED

ASSISTANT GENERAL COUNSEL

GC-#1309959-v1-SoftwareMaintenanceAgreement_PTG_Clean_100319.docx

EXHIBIT 1

TaxSmart

SOFTWARE LICENSE SUMMARY

between

PIONEER TECHNOLOGY GROUP, LLC

("PTG")

having its principal place of business at:

1100 Central Park Drive, Suite 100

Sanford, Florida 32771

Facsimile: 407-321-7971

and

THE CITY OF JACKSONVILLE
("CITY")

having its principal address at:

501 West Adams Street, suite 2350
Jacksonville, Florida 32202

1. **Initial License Term.** The initial term ("Initial Term") of this Agreement shall begin immediately upon Software Acceptance Date ("License Agreement Effective Date") for the TaxSmart Official Records Recording System. Software Acceptance will be deemed to have occurred once the TaxSmart system is live in a production environment.

2. **LIMITATIONS ON THE CITY:**

- **Territory** – The City of Jacksonville, Florida
-
- **Field of Use** – Administration and Management of Tax Deed Application and Services in the city of Jacksonville, Florida

3. SCOPE OF SERVICES:

Pioneer Technology Group Scope of Services

- Pioneer Technology Group will meet with the City staff to review the project plan and solidify timelines and provide a complete training, installation, and data conversion calendar will be developed and communicated to all members of the installation team.

- PTG shall define the communications vehicle(s) to be used by and between City and PTG. The Plan shall define the format of and frequency for Status Reporting, Project Change Management Plan, and Conference Calls.

- PTG will assign a Project Manager and an Assistant Project manager who will assist with timely execution of the work plan and be responsible for the communication of their respective sides' issues in a prompt fashion. Project managers will be available on a daily basis for phone conversations and will make themselves available weekly for phone conference meetings.

- PTG will provide a complete list of all third party software needed.

- PTG will provide training on-site at the City at the rate of $800.00 per day per trainer. City shall pay for any travel expenses required, including reasonable mileage, air fare, meals, lodging, and similar expenses which shall be limited in amount by applicable federal or state statutory requirements.

- All relevant history will be loaded and converted to the System tables. Current data will be converted just before the final implementation date. Data conversion will be performed at a rate of $175.00 per hour.

- Network connections and functionality will be tested. All workstations and peripherals will be fully tested with a dry run to insure a smooth start with the new system. System implementation will be performed at a rate of $175.00 per hour.

- PTG will provide Support and Maintenance service that includes diagnostic help, access to Pioneer Technology Group's help desk, upgrades to system software, and membership in the User Group in accordance with the signed Software Maintenance Agreement.

City Scope of Services

- The City will assign a Project Manager who will assist with timely execution of the work plan and be responsible for the communication of their respective sides' issues in a prompt fashion. Project managers should be available on a daily basis for phone conversations and should make themselves available weekly for phone conference meetings.

- City personnel, with the assistance of PTG, will conduct on-site testing of the system. This will ensure that all tables are properly configured and that all reports and forms are functioning as designed. Upon completion of final testing and acceptance, the project managers will confirm the final implementation date.

- City will provide network connections and test functionality. All workstations and peripherals will be fully tested with a dry run to insure a smooth start with the new system.

- City shall purchase necessary servers, workstations, peripherals, network hardware and operating system software

- City shall define the System and Network Topology which outlines each server in the environment, its configuration and the network configurations to host the system.

- Assist PTG in the implementation of the system into a live environment.

- Organize training for staff and departments to ensure all pertinent employees are being trained.

4. DELIVERABLES:

Pioneer Technology Group Deliverables

- Pioneer Technology Group will deliver the TaxSmart System to the City via ftp to be installed on the server.

- PTG will provide full user documentation including logon and logoff procedures, error messages and their meanings, screen prints and instructions on how to use each screen specifically focused toward non-technical users.

- PTG will provide technical documentation in an Administrator's Guide; including but not limited to an explanation of workflow diagrams, table layout, table and column definitions, entity relationships, security administration, table maintenance, start-up and shut down procedures, performance monitoring and tuning procedures, technical and network specifications, reorganization procedures and schedules, application deployment instructions and system component list.

- PTG will conduct its Final Test and Acceptance on the System in the Test environment in accordance with the provided Criteria. City acceptance will be dependent on all software components, including 3rd party software components, listed in the software component list having been delivered, installed, and are functioning as designed.

City Deliverables

- Provide all relevant data and images exports from the current system as requested by PTG.
- City shall install and setup all necessary servers, workstations, peripherals, network hardware and operating system software. Network connections and functionality will be tested. All workstations and peripherals will be fully tested with a dry run to insure a smooth start with the new system.
- City will conduct its Final Test and Acceptance on the System in the Test environment in accordance with the provided Criteria.

5. COOPERATIVE PROCUREMENT:

This agreement may be used as a cooperative procurement vehicle by any jurisdiction that is eligible. PTG reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, scope and circumstances of that cooperative procurement.

6. PRICING

TaxSmart Software		
Description		**Amount**
• TaxSmart Perpetual License		
	Subtotal PTG License	**$105,000.00**
Third Party Licenses		
Accusoft Image Gear ($55/seat min 5)	7 seats	**$385.00**
	Subtotal 3rd Party License	**$385.00**
	Total Licenses	**$105,385.00**

Pioneer Services			
Description	**Hours**	**Rate**	**Amount**
Project Management			
Estimated Project Management			**$35,000.00**
Onsite Support	**Days**		
• Onsite Support (*includes travel)*	22	$1,200	$26,400
Estimated Onsite Support	**22**	**$1,200**	**$26,400**
System Customizations	**Hours**		
• System Customizations	200	$175	$35,000
Estimated System Customizations	200	**$175**	**$35,000**
Data & Image Conversion	**Hours**		
• Primary Database	200	$175	$35,000
Estimated Data & Image Conversion	200	$175	**$35,000**
Reports & Forms	**Hours**		
• 20 Standard Reports & Forms Setup	100	$100	$10,000
• Custom Reports & Forms (5 hours per report/form)	TBD	$100	TBD
Estimated Reports and Forms	100	$100	**$10,000**
Total Estimated Services			**$141,400.00**
Total License and Estimated Services			**$246,785.00**

TaxSmart Maintenance/Support		
Description		**Amount**
Tax Deed Maintenance/Support		
Annual TaxSmart Maintenance	**1 year**	**$28,000**
Includes:		
Version Upgrades		
Toll Free Help Desk Assistance		
Total TaxSmart Maintenance		**$28,000.00**

Total License, Services, and first year of Maintenance	**$274,785.00**

PTG Initials

1/27/2020
Date

City Initials

3/12/2020
Date

SUBJECT: Tax Deed Application and Services

BID #: ESC-0528-18 **OPEN DATE: 10/17/18**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract – Thirty-six (36) months from date of contract execution with three (3) one (1) year renewal options

AGENCY: Clerk of the Courts

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

200321

NUMBER OF BIDS INVITED: 4 **NUMBER RECEIVED:** 2 **OTHER:** 2

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Demonstration and oral interview conducted with the sole highest scoring vendor was completed January 8, 2019. Recommend approval of award to the highest scoring bidder, Pioneer Technology Group. Period of service is thirty-six (36) months from date of contract execution with three (3) one (1) year renewal options. Total estimated expenditure amount not to exceed $274,785.00.

Respondent	Evaluation Score	Demonstration Score	Total Combined Score
Pioneer Technology Group	89.67	102.67	192.34

Funding Source: CLCL016-06427 – To be executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, Tabulation and Scoring Sheets and Evaluation Criteria

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

CONCURRENCE BY: Allison Luker, Chief Financial & Administrative Officer, Clerk of the Circuit & County Courts

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

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 1/31/19

OTHER:

ACTION OF AWARDING AUTHORITY DATE 1/31/19

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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

Contract Purchase Agreement POA-70021-20

Agreement	POA-70021-20
Agreement Date	12-MAR-2020
Revision	0
Agreement Amount	274,785.00 USD
Solicitation Number	ESC-0528-18

Sold To

City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202
US

Supplier

Pioneer Technology Group
1100 Central Park Drive
SUITE 100
SANFORD, FL 32771

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
24967	Net 30	Freight Prepaid	FOB Destination	Best Way

Start Date	End Date	Confirm To
12-Mar-2020	13-Mar-2023	Annette Leslie-Burney aburney@coj.netPhone 904-2558810

Attachments

Type	File Name or URL	Title	Description
File	ESC-0528-18 AWARD.pdf	ESC-0528-18 AWARD.pdf	

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division

Contract Purchase Agreement Release 602144-20

Purchase Order	602144-20
Order Date	12-MAR-2020
Change Order	0
Change Order Date	12-MAR-2020
Revision	0
Ordered	274,785.00 USD
Requisition Number	
Solicitation Number	ESC-0528-18

All picking slips, invoices, and correspondence must reference the purchase order number.

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Pioneer Technology Group
1100 Central Park Drive
SUITE 100
SANFORD, FL 32771

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
501 West Adams Street
JACKSONVILLE, FL 32202 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
24967	Net 30	Freight Prepaid	FOB Destination	Best Way

Buyer
Taryn Manser Email: tmanser@coj.net

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Tax Deed Application and Services 00192.311002.564270.000000.00000000.00000.0000000	274,785.00				

This line references Document (Contract Purchase Agreement) POA-70021-20.

Attachments

Type	File Name or URL	Title	Description
File	ESC-0528-18 AWARD.pdf	ESC-0528-18 AWARD.pdf	

Ship To		
501 West Adams Street JACKSONVILLE, FL 32202 UNITED STATES	Promised	274,785.00
	Requested	

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total 274,785.00

DRAFT

Contract Purchase Agreement Release 602144-20

Line Item	Price	Quantity	UOM	Ordered	Taxable
[redacted]				274,785.00	

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief, Procurement Division

DRAFT

Contract Purchase Agreement Release 602144-20

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt form the following taxes. (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon notification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS. The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), age, sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment by Vendor/Contractor of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice. Notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and

b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payments to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and

b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7670; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

b. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

23. REPORTING: The City may request, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

Line	Description	Distribution	Destination Type	Currency	Ordered	PO Charge Account	Budget Date	Funds Status	Total Tax	Total
1.	Tax Deed Application and Services	1.	Expense	USD	246,785.00	00192.311002.564270.000000.00000000.00000.0000000	3/12/20	Passed	0.00	246,785.00
1.	Tax Deed Application and Services	2.	Expense	USD	28,000.00	00192.311002.546620.000000.00000000.00000.0000000	3/12/20	Passed	0.00	28,000.00

Pioneer TECHNOLOGY GROUP

Development Change Request Form

Date Submitted	4/22/2021	Priority Level	☒ High ☐ Medium ☐ Low
Change Type	☐ Scope/Feature ☒ Cost ☐ Schedule ☐ Requirements ☐ Other	Requestor	Chris Douglas

Requested Change Item and Cost Estimate:

Ticket #	Item	Estimate Hours	Rate/hr	Cost Estimate
F#13254	Send Real Auciton Results after Applicant Bill is Receipted	4	$175	$ 700.00
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
			Total:	$ 700.00

Approvals:

Pioneer Name: Sandra De Aguiar	Customer Name: Christopher L. Douglas
Title & Date: Director of Implementation 4/22/2021	Title & Date: Senior Manager to the Clerk 4/30/2021
Signature: SAguiar	Signature: Christopher L. Douglas

Decision: ☒ Approved ☐ Rejected ☐ Pending

Description of Change:

A new setting that allows Auction Resutls to be sent automatically when the Applicant Bill has been receipted.

Description continues on page 2 if required

Description of Change Continued:

Click or tap here to enter description text. May include pictures pasted. Use Shift+Return to start a new line.

Pioneer TECHNOLOGY GROUP

Forms Change Request Form

Date Submitted	5/3/2021	Priority Level	☐ High ☒ Medium ☐ Low
Change Type	☒ Scope/Feature ☐ Cost ☐ Schedule ☐ Requirements ☐ Other	Requestor	Chris Douglas

Requested Change Item and Cost Estimate:

Ticket #	Item	Estimate Hours	Rate/hr	Cost Estimate
T#77086	Check Request Search	20	$100	$2000
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
			Total:	$2000.00

Approvals:

Pioneer Name: Sandra De Aguiar	Customer Name: Christopher L. Douglas
Title & Date: Director of Implementation 5/3/2021	Title & Date: Senior Manager to the Clerk 5/4/2021
Signature: SAguiar	Signature: Christopher L. Douglas

Decision: ☒ Approved ☐ Rejected ☐ Pending

Description of Change:

Refer to Page 2

Description continues on page 2 if required

Description of Change Continued:

Report Details-
Parameters:
Run by Date Range
Allow to Select All Check Request types, or multiple Check request Types on a single report.
Check Request Types – Use Lookup List and check for StringValue = CR-PreSale AND StringValue = CR-PostSale
PreSale **Examples**
Clerk
Mailing
Sheriff
Replace name of Fee (Sheriff) with the Sheriff of the county being paid.
If two different sheriffs for one case, show both on separate lines.
Advertising
Online Auction
Recording NOA
Post Sale **Examples**
Tax Collector
Surplus Payments
Applicant Reimbursements
Recording of the Deed

Columns
Case Number / File Number
Create Date / Approve Date (for Approval Queue Disbursements, IE: Surplus CRs)
Sale Date
Pay-To
Check Request Type
Vendor Number – Pre-Sale: Fees' GL.AccountNumber / Post-Sale: Payee's GL.GLNumber
Check Amount

Pioneer TECHNOLOGY GROUP

Development Change Request Form

Date Submitted	5/3/2021	Priority Level	☐ High ☒ Medium ☐ Low
Change Type	☒ Scope/Feature ☐ Cost ☐ Schedule ☐ Requirements ☐ Other	Requestor	Chris Douglas

Requested Change Item and Cost Estimate:

Ticket #	Item	Estimate Hours	Rate/hr	Cost Estimate
F#13320	Search by Sale Status	8	$175	1400.00
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
			Total:	Total cost.

Approvals:

Pioneer Name: Sandra De Aguiar	Customer Name: Christopher L. Douglas
Title & Date: Director of Implementation 5/3/2021	Title & Date: Senior Manager to the Clerk 5/4/2021
Signature: SAguiar	Signature: Christopher L. Douglas

Decision: ☒ Approved ☐ Rejected ☐ Pending

Description of Change:

Refer to Page 2

Description continues on page 2 if required

Description of Change Continued:

Search by Sale Status - (13320)
Allow "Status" parameter to appear on Search By categories: Sale Date and Task By Sale Date. Allowing the Users to select the Status they wish to see. This will apply to Search workspace, searching in Reports, and Multi-case Receipting/Check Requests. Previously selected status will be stored in memory by User.

Pioneer TECHNOLOGY GROUP

Development Change Request Form

Date Submitted	5/3/2021	Priority Level	☐ High ☒ Medium ☐ Low
Change Type	☒ Scope/Feature ☐ Cost ☐ Schedule ☐ Requirements ☐ Other	Requestor	Chris Douglas

Requested Change Item and Cost Estimate:

Ticket #	Item	Estimate Hours	Rate/hr	Cost Estimate
F#13253	Approval Queue Rejection Reasons	4	$175	$700.00
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
			Total:	Total cost.

Approvals:

Pioneer Name: Sandra De Aguiar	Customer Name: Christopher L. Douglas
Title & Date: Director of Implementation 5/3/2021	Title & Date: Senior Manager to the Clerk 5/4/2021
Signature: SAguiar	Signature: Christopher L. Douglas

Decision: ☒ Approved ☐ Rejected ☐ Pending

Description of Change:

Refer to Page 2

Description continues on page 2 if required

Description of Change Continued:

Rejection Reasons – Check Request Approval Queues (13253)

Request Change: Share the Rejection Reason or "Comments:" directly back to the Case/File's Claim Check Request.

Development Change: Share Comments directly back to the Check Request Number (Case's Check Request).

Pioneer TECHNOLOGY GROUP

Development Change Request Form

Date Submitted	5/3/2021	Priority Level	☐ High ☒ Medium ☐ Low
Change Type	☒ Scope/Feature ☐ Cost ☐ Schedule ☐ Requirements ☐ Other	Requestor	Chris Douglas

Requested Change Item and Cost Estimate:

Ticket #	Item	Estimate Hours	Rate/hr	Cost Estimate
F#13328	New Case Type (miscellaneous)	40	$175	$7000.00
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
Ticket#	Enter short description	Est Hours	Choose amt.	Item cost.
			Total:	$7000.00

Approvals:

Pioneer Name: Sandra De Aguiar	Customer Name: Christopher L. Douglas
Title & Date: Director of Implementation 5/3/2021	Title & Date: Senior Manager to the Clerk 5/4/2021
Signature: SAguiar	Signature: Christopher L. Douglas

Decision: ☒ Approved ☐ Rejected ☐ Pending

Description of Change:

Refer to Page 2

Description continues on page 2 if required

Description of Change Continued:

New Case Type - (13328)
Create new Case Type and new logic. This Misc Case is NOT to include the following Tabs: General, DR-5153, Tasks, Ledger, or Claims. This Misc Case is NOT to include the following Parties by default (admin tbl flag): Applicant, Property Owner, Clerk, Tax Collector, and Publication This Misc Case is NOT to include any default Fees. This Misc Case SHOULD NOT create a ledger or Escrow Balance This Misc Case must have configurable sequence number in the Sequence tbl, like regular and escrow.

Requisition CLCL-500420-21

Requisitioning BU	CLCL: Clerk of the Courts	**Requisition Amount**	21,000 USD
Entered By	Richard Eler	**Justification**	
Status	Approved	**Funds Status**	Reserved
Description	Pioneer Tech Group Contract Addendum to Increase		
Emergency Requisition	No		

Attachments

Title	File Name or URL	Description
TaxSmart Change Order (13254)	TaxSmart Change Order (13254) (002).pdf	
Duval CR T77086.pdf	Duval CR T77086.pdf	
Duval CR F13320_.pdf	Duval CR F13320_.pdf	
Duval CR F13253.pdf	Duval CR F13253.pdf	
Duval CR 13328.pdf	Duval CR 13328.pdf	
GC-#1364938-v2-PIONEER_TECHNOL	GC-#1364938-v2-PIONEER_TECHNOLOGY_GROUP_10759_CONTRACT_FOR_TAX_DEED_APPLICATION_AND_SERVICES (002).pdf	City Contract 10759 and Bid ESC-0528-18
Addendum to Increase PTG Contr	Addendum to Increase PTG Contract.pdf	Memo

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		Increase for five modifications. See attached: Duval CR F13320, F13253, 13328, T77086, 13254.	208.10 Accounting/ Financial: Bookkeeping, Billing and Invoicing, Budgeting, Payroll, Taxes, etc.			USD	21,000	Approved	Reserved

Requester	Richard Eler	**Supplier**	Pioneer Technology Group
Urgent	No	**Supplier Site**	Ordering
Requested Delivery Date	5/24/21	**Supplier Contact**	Ryan Crowley
Deliver-to Location	CL-Purchasing Charge	**Contact Phone**	(407)3217434
Deliver-to Address	501 West Adams Street, Jacksonville, FL 32202, Duval, United States	**Charge Account**	00192.311002.565220.000000.00000000.00000.0000000
Note to Buyer			

I CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED FOR IN THE CURRENT BUDGET.