



CITY OF NORTH PORT PROCUREMENT REQUEST FORM QUOTES - INFORMAL



Please indicate: Visa Purchase Purchase Order

Single Purchase Blanket Purchase Change Order Amendment
(For current FY) (Ongoing purchases for current FY)

DEPARTMENT/DIVISION: _____ NAME OF REQUESTOR: _____

If Applicable: COMMISSION MEETING DATE: _____ AGENDA ITEM NUMBER: _____

A. Please describe all products and/or services to be procured:

(If additional space is needed, please attach a separate memo)

B. Vendor Information (Please see attached for additional information)

Vendor Name: _____ Vendor Number: _____

Address: _____

Contact: _____ Phone: _____ Email: _____

C. Please attach the following with request:

- Quote comparison spreadsheet
- Written quote request sent to vendors (not applicable to online pricing)
- Documented quote pricing from vendors

Vendor Tracking:	
<input type="checkbox"/>	Check if Vendor Documents Current
YTD Dept Exp. (Inclusive):	\$ _____
To be completed by Purchasing:	
YTD City Wide Exp. (Inclusive):	\$ _____

Vendor Information

Vendor Name: Mainbrace Consultants **Vendor Number:** _____

Address: 512 Lighthouse Ct., Neptune, FL 3266

Contact: Dan Livingston Phone: 904-294-8700 **Email:** dan@mainbraceconsulting.com

Tabulation of Quotes					
Document Management Company	Total Annual User Fee	Total Migration Fee/Implementation Fee	Additional Fees	Total Cost for First Year	Total Cost Ea. Year After
Fyler	\$900.00	\$7,575.00	None	\$8,475.00	\$900.00
NetDocuments And Mainbrace Consulting	\$4,500.00	\$3,672.00	None	\$8,172.00	\$4,500.00
iManage	\$7,200.00	\$18,000.00	Yearly Support Fee \$3,000.00	28,200.00	\$10,200.00

* While NetDocuments is not the lowest priced software program, it is the lowest priced product which will meet the City Attorney's Office needs

netdocuments[®]

RFQ Response

April 10, 2020



Safe



Ready



Proven

CONFIDENTIAL

Dear City Attorney's Office:

We've responded to this RFP in four parts:

- **Part 1** contains an Executive Summary that gives a quick overview of answers to common questions we see in RFQs about security, support, implementation, and our product suite. Hopefully this will give some context for answers in Part 2.
- **Part 2** contains answers to the specific technical and functional specifications listed in your RFQ.
- **Part 3** contains the signature pages required by the RFQ.
- **Part 4** contains the quotes.

If you have any additional questions, please feel free to reach out.

Kind regards,

John Pilkinton
Compliance Analyst – RFP Manager, NetDocuments

john.pilkinton@netdocuments.com

O: 801.722.6673

C: 801.200.1003

Austin Najjar
Account Executive, NetDocuments
austin.najar@netdocuments.com

O: 801.559.7542

C: 314.437.5881

The contents of this document and associated linked files are to be used solely for the evaluation of NetDocuments' response to this RFQ. Disclosure to any other parties is strictly prohibited.

Born in the Cloud

Founded in 1999, NetDocuments was built from the beginning to connect law firms and corporate legal teams to the competitive power of the Cloud. While other providers in the industry have begun transitioning to cloud-based solutions, NetDocuments has 20 years' operational experience with the cloud, allowing us to remain focused on what our customers need next by advancing our technology leadership and relentlessly improving the user experience we deliver.

We deliver one platform to hundreds of thousands of global users daily, helping organizations of every size create, secure, and deliver more documents through a single platform than any other company in this sector. CIOs appreciate how all our R&D investments and product innovations are automatically applied to the platform and to every customer – a characteristic unique in our industry to the NetDocuments service.

When you choose NetDocuments, you're in the company of organizations like Deutsche Bank, Goldman Sachs, Hogan Lovells and Thompson Hine. Through our efforts to embed security and resilience into our products and processes, we have been deemed **safe, ready** and **proven** by more than 2,800 customers across 140 countries.

Safe

Security is in our DNA.

Protecting Customer Data

The cybersecurity question firms need to ask is not if, but when. Clients assume that their sensitive data is safe and secure.

We've never had a data breach in our 20-year history. NetDocuments uses internally deployed systems and independent third-party vendors to provide comprehensive DDoS and web attack security for its networks and web applications. Customer data is always protected in transit using HTTPS and TLS 1.2 security protocols, and protected at rest with multiple, truly random, master and object-specific AES-256 encryption keys.

The result is industry-leading cryptography and real-time backup and recovery of customer content, all in

the time it takes to click save. The redundancy of the Service is such that even with the loss of one of our data centers, it would still be up and running. This architecture is made possible because the platform leverages a single instance of the application in a cloud service.

Security Certifications and Compliance

By providing a single instance of a multi-tenant cloud service, we are able to provide high levels of safety, security, and compliance at a fraction of the cost of a legacy, on-premises solution.

NetDocuments undergoes both Type 2 SOC 2 and ISO 27001 audits, which provides additional value to customers because ISO establishes the framework for best practices around security controls while SOC 2 demonstrates the controls are in place and functioning. Because of these certifications, our customers can use our platform as a "Compliance-as-a-Service," augmenting their own compliance and governance programs with the safety and security NetDocuments brings. The figure below shows a number of our certifications and attestations.



Ready

Employee and client needs are evolving. So are we.

Mobility

We don't want to change how you work: we want to make how you work, better. NetDocuments already provides a suite of products to enhance user productivity, securely store and share documents, and leverage the power of artificial intelligence. Refer to the table below for the products included in most packages. NetDocuments already provides both an iOS

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and Android mobile solution, which our competition does not.

Support

Support is provided at no additional cost to our customers as part of the Service and is ready to respond 24x7x365. With support desks in the UK, the US, and Australia, we utilize a follow-the-sun model to ensure that any and all support incidents are addressed any time of the day or night.

NetDocuments employs a global full-time Support team to manage tickets and support calls. All our support personnel are thoroughly trained on the platform and can escalate an issue when needed. We provide a Tier 1 and Tier 2 support team that can handle the typical "How to" support tickets all the way up to diagnosing issues on a workstation.

Every customer is assigned a Customer Success Manager, an advocate for the customer who is ready to ensure that information is being proactively shared, and needs are being met.

Integration

Hundreds of vetted partner applications are available in our Application Marketplace. NetDocuments is an open platform enabling clients to add functionality as and when required to meet ever-changing business

demands, instead of a 'walled garden,' common in the industry.

"Our people really can work everywhere, doing everything in the cloud. Several of our partners travel the world for their work and consider themselves successful digital nomads now. They agree NetDocuments delivers obvious and credible business benefits at reasonable cost."
- Ewa Krysmann, Head of IT, Ploum

Our AI Marketplace makes it easy for NetDocuments customers to consume AI expertise directly from partners focused on Due Diligence, HR, and the hundreds of other case-specific mandates. Our marketplace approach delivers more value because dedicated teams are focused exclusively on the rapidly changing AI domain.

For third-party software that may not already be integrated with NetDocuments, we provide a robust REST API set that can be used for integration with any

The following NetDocuments products are included in most packages:

-  The secure platform that allows for easy creation, viewing, editing, and sharing of documents on any desktop, tablet, or mobile device without having to worry about data at risk.
-  Integrations with Microsoft Office and Adobe Acrobat enable users to simply and securely open documents from NetDocuments, work natively in MS Office or Adobe Acrobat, and save work products back to NetDocuments.
-  Extracts text from PDFs and images to make document content searchable inside NetDocuments.
-  Matter-based cloud email management solution that leverages artificial intelligence to save, file, and manage emails to NetDocuments.

external system, providing a controlled way to interact with the Service.

Planning for the Future

As a mature cloud-based platform, NetDocuments is continually improving its offerings. Because NetDocuments has one instance of a multi-tenant platform, development resources are not diluted over multiple platforms like many of our competitors. Every dollar NetDocuments invests will go to the platform you use every day.

Our development priorities are grouped in the following areas: Usability, Intelligence, Workflow, and Security-Governance.

Usability

Our core solutions, document management and email management, will continue evolving to support everyday workflows.

- **Email Assistance** from AI-assisted interactions, helping users compose messages, resurface emails waiting for a timely response, and avoid misfiring messages to the wrong recipients.
- **Email Organization** that allows users to quickly view emails by conversation from our web client.
- **Home page enhancements** which will allow delegated users, like legal assistants, the ability to access and curate a user's home page.
- **Performance improvements** including those that will intelligently cache documents, making them faster to open, even offline.

Document Intelligence

This summer, NetDocuments will introduce its new "SmartView" document previewer, a high-fidelity digital renderer for common document types like Word, Outlook/Email, PowerPoint, etc. SmartView also provides the intelligent surface for new layers of interactivity:

- **Annotations & Writing** that will allow users to "write" on the surface of documents.
- **Entity & Citation Viewing** permitting a user to quickly scan through a document to discover people, companies, locations, currency amounts, and much more.

- **Clause Identification** that will parse documents and supply users with a clause-level view.

Platform Intelligence

NetDocuments will continue to help customers extract value from the vast amount of information – both content and activities – that happen on its platform every day:

- **Knowledge Discovery** from usage patterns helping firms identify critical information like who works together, what lawyers have the best relationship with a client, who has certain domain expertise, etc.
- **Platform Analytics and Threat Analysis** that will identify key usage and spot abnormal activity, such as unauthorized data exfiltration.

Workflow

NetDocuments is poised to support a limitless number of working scenarios, both with its own tools and integrations with other solutions.

- **Integration with Power Automate** that will allow firms to more easily link key systems together and trigger event-based actions like creating new workspaces, documents and much more.
- **Tasks** a visual task board, where work associated with a matter is tracked directly within the workspace, negating the need for less secure, third party solutions like Trello or Asana.
- **eSign** will enable simplified digital signatures directly from the platform.

Security-Governance

NetDocuments will continue to evolve its data loss prevention and ethical wall capabilities:

"I think the cloud makes innovation easier and more natural. There's just one version of the platform which allows NetDocuments to focus on the important things: availability, innovation and security. Everyone benefits from this immediately."

- Francesc Munoz, CIO, Cuatrecasas

- **Workspace Security Manager** will make designing and enforcing ethical walls more straightforward and reliable.
- **DLP Enhancements & Information Rights Management** will intelligently apply DLP policies based upon document content, such as detecting PII or other sensitive information, as well as IRM integrations to secure content sent outside the NetDocuments ecosystem.

Proven

98.5% customer retention doesn't lie.

In Good Company

Born in the cloud, there's no limit to what the platform can handle. NetDocuments currently hosts billions of documents, processes hundreds of millions of transactions daily, serves hundreds of thousands of concurrent users and still has an average response time of less than 200ms.

The figure below shows a selection of other clients who have come to the NetDocuments platform from other platforms: nearly 63% of customers once used our competitors, yet no major firm has left NetDocuments.



Service Status

We are confident in the service and user experience we provide: we openly publish live uptime and system

performance numbers so customers, prospective customers, and even competitors can see how our platform is performing at any given moment at <https://trust-us.netdocuments.com/>. In our US Service Region, we have maintained uptime above our 99.9% SLA since 2014.

Implementation

NetDocuments has a proven method of working with one of our certified implementation partners to provide implementation, migration, and training. A typical implementation for projects of 50 users averages 2 to 3 months, not factoring in other key inputs that would be gathered during Technical Discovery. Assuming a migration of less than 1 million documents, it's roughly another 1 to 3 months to properly account for all variables during a migration effort.

To properly reinforce the positive changes being introduced by this platform, training is highly encouraged. While many features are intuitive, we generally recommend at least training administrators. Training is generally provided during launch as part of the implementation process.

Simplicity wins. Mature platforms win. A document management solution that is safe, ready, and proven wins.

PART 2 - Answers Technical and Functional Specifications

#	Question	Answer
1	Document creation, editing, tracking user changes, automatic version updates;	<p>Documents can be created within the DMS or their native program and uploaded to the cloud service.</p> <p>Documents can be viewed directly in the DMS via our Previewer. Currently, the native application that created the document is needed to edit the document. On our roadmap (discussed above) is the ability to write directly on the Preview.</p> <p>The DMS prompts the user to upload changes as a new version. We also support sub-versioning.</p> <p>Several logs are a standard feature of the Service: 1) A history of all activity on a document is maintained with the document itself and is available for the life of that document. 2) NetDocuments maintains a central database of all activities by all users on all documents in a repository, called the Consolidated Activity Log (CAL). 3) The Administrative Activity Log (AAL) includes a list of certain administrative changes that have taken place. Both the CAL and AAL are available to administrators on a rolling 90-day basis and can be received in both XML and JSON formats.</p>
2	Outlook add-ins to include prompts to save emails to the file upon sending;	<p>The NetDocuments Service includes artificial intelligence assistance to save, file, and manage emails within the Service. The system will suggest locations for saving based on recipients, subject, body, where you have recently filed similar emails, as well as where others at your firm have saved similar emails. ndMail offers one-click filing directly in Outlook. It also includes a Global Filing Indicator that lets you know if the email has already been filed by someone else in your firm, and duplicate removal just in case someone tries to save it again.</p>
3	Preview window for viewing, editing, and copying document without opening;	<p>Yes, the DMS includes a Previewer so documents can be viewed without actually opening them.</p>
4	Ability to run document queries;	<p>Searches and queries are at the heart of the DMS. Searches can be simply keyword searches, or complex Boolean searches based on the inclusion/exclusion of keywords, profile characteristics, etc. Saved Searches can be used to filter documents based on metatags</p>

		(e.g., matter ID, client, or practice area) as well as content within a document.
5	Export all documents within one file at one time, easily and quickly;	Documents can be downloaded and exported at any time. If you want to download, email, or share all documents within a matter, simply click the check box for the matter, highlighting all documents, and then click download in the context menu.
6	Ability to share documents by providing others with a link, under secure data protection with encryption; share downloadable or read only, notification when document is viewed, see most updated version when opening, expiration date for viewing, show history of who, when and how someone viewed document;	<p>There are many ways to share items in NetDocuments with other users inside and outside your organization. Listed below are the many options available, depending on your needs and goals:</p> <p>Email Copy - attaches a copy of the document to an email message.</p> <p>Email Link - appends a URL link to the document to an email message. The user will need access to the item as an internal or external user.</p> <p>Secure Document Link - sends a link to view and/or download a document. Documents cannot be edited. Can be secured with a password and/or an expiration date.</p> <p>External User - allows external users to have access to one or more folders or workspaces for an extensive period of time, with many of the same features as an Internal User.</p>
7	Document grouping, folders within files for organizing, which should be customizable;	Workspaces are fully customizable, with sets of subfolders specific to a particular matter or template folders/profiles set up by the Repository Administrator.
8	Advanced search options - all document types, including PDFs and scanned documents, need to be searchable, including full text, not just document titles; additional ability to search by file name or client; and ability to apply filters to each search;	<p>See response to #4.</p> <p>In addition to the text-based content of a document, every document within NetDocuments has a "profile," or a set of metadata, that is associated with the document. A profile is simply a way to describe a document's attributes and associate it with those attributes for easier identification and searching. For example, every document will always have the following profile fields:</p> <ul style="list-style-type: none"> • Name • Created by • Created on • Last modified by • Last modified on • File extension (type) • Size • ID (document number assigned by the Service)

		<p>Of course, your organization may create custom profile fields, such as Client, Matter, Project, Account, Document Type, Author, Comments, etc., all of which can be created and defined by the Repository Administrator. In many cases, these fields are completed automatically, such as when adding a document to a folder in a workspace.</p> <p>Multiple documents can have the same profile applied to them all at the same time by simply dragging and dropping</p>
9	Pin to toolbar recently viewed documents or emails;	The NetDocuments Home Page is the page you normally start with when you log into NetDocuments, your customizable portal to your documents, saved searches, cabinets, folders, discussions, and external websites. It contains links to your recently accessed documents and workspaces. You can also set up section headings which contain links to frequently used documents and items.
10	Compatibility with common internet browsers (ideally Chrome); and	NetDocuments supports the latest versions of Firefox, Chrome, Safari, Edge, and Internet Explorer.
11	Must integrate with Xakia case management software.	NetDocuments integrates with Xakia. For more information, see https://nd.secure.force.com/appdirectory/ .
12	Bullet list or materials outlining all document management and email management features, including security;	<p>Email management:</p> <ul style="list-style-type: none"> • Predictive one-click filing NetDocuments predicts a filing location, such as a workspace, folder, or filter. Confirm you are happy with the location in one click and it is filed. • Know when an email is filed When a document is filed, the global filing indicator shows you it is within NetDocuments already. • Find filed emails with NetDocuments powerful search engine Quickly find emails and documents filed within NetDocuments. • Continue to file in Outlook folders If you like filing within Outlook, continue doing it. Use the folder mapping feature so that when you file it to Outlook, it also automatically files it to your emails within NetDocuments. • For more information see: https://support.netdocuments.com/hc/en-us/articles/360014624391-ndMail <p>Document Management:</p> <ul style="list-style-type: none"> • Store, share, and access. NetDocuments is an online place where you can store, access, and share your documents. Using NetDocuments, access any

		<p>document put into NetDocuments anywhere in the world with a connection to the Internet with a web browser and also on various mobile devices, fully integrated with the MS Office suite.</p> <ul style="list-style-type: none"> • Military-grade protection. NetDocuments protects your content with defense industry grade cryptography. NetDocuments encrypts documents or emails with up to four cipher keys, unlike typical practices that encrypt groups of files only at rest • True mobility. Mobility is the freedom to choose when and where you work. Use your phone, tablet, or computer to access, update, or share your documents. Our platform is ready to work wherever you are working at your office, home, customers, or on the go. • For more information see: https://support.netdocuments.com/hc/en-us/articles/205217350-How-to-Use-NetDocuments-and-Add-ins <p>Security:</p> <ul style="list-style-type: none"> • Access Customers control access to their documents; NetDocuments Service grants access to rights through highly-defined user groups, as well as granular, document-level permissions. Customers have full administrative control over users within the NetDocuments Service and must assign all privileges granted to users. No other entity, including NetDocuments, has access to Customer data unless the Customer has specifically authorized that user. • Data Loss Prevention (DLP) helps you to determine what actions are allowed or prohibited to stop data loss by guarding against human fallibility, the accidental over-sharing of sensitive information. The risk of unauthorized use and exposure is reduced by protecting your confidential information with DLP. • Availability NetDocuments commits to providing 99.9% uptime as part of its SLA. However, uptime has been higher than this in our US Service Region since 2014.
13	Pricing should include an itemization for all applicable fees, including but not limited to set up fee, monthly user fee, document migration fee, and maintenance fee, if any. Include the discounted government rate for each, if applicable, and how much data is included for this price;	See the pricing schedule included in the forms section below.
14	The price to add additional data or space, and additional users;	See the pricing schedule included in the forms section below.
15	Whether the vendor will accept a purchase order or whether a contract is required;	A contract will be required.

16	The minimum term requirement (month-to-month, one year, etc.) for all recurring fees; and	NetDocuments provides its Service on an annual basis.
17	At least three references of in-house governmental legal departments using this product for at least the last 6 months (ideally in combination with Xakia).	<p>Fowler White Burnett in Miami</p> <ul style="list-style-type: none"> • 175 users, customers since 2013 • Contact: David Tobin, 305-789-9241 <p>Solomon Law Group in Tampa</p> <ul style="list-style-type: none"> • 25 users, customers since 2017 • Contact: Bill Kent, 813-225-1818 <p>Wyndham General Counsel's Office in Orlando</p> <ul style="list-style-type: none"> • 22 users, customers since 2014 • Contact: James Ward, 407-626-6114 <p>Other government clients include:</p> <ul style="list-style-type: none"> • Council of Europe • United States Attorneys Offices • Regional Transportation District (Denver) • City of Indianapolis/Marion County • City of Columbia, SC • State of California - Community Services & Development Dept.

Part 3 – RFQ Signature Forms

QUOTE SUBMITTAL SIGNATURE FORM

The signature below is a guarantee that the Quoter shall not withdraw his/her quote for a period of **ninety (90) days after the scheduled quote due date**. If notified of the acceptance of the quoter's submittal, the undersigned agrees to accept the form of contract designated in this RFQ by the City for the stated compensation in the form as prescribed by the City.

The undersigned further certifies that he/she has read the Request for Quotation, Terms and conditions, Insurance Requirements and any other documentation relating to this request and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the Contractor acknowledge receipt of same. The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the quote price.

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Company Information

Type of Organization (Please Check One):

Individual Ownership _____ Joint Venture _____ LLC/LLP _____
Partnership _____ Corporation X OTHER _____

Federal Identification Number: 87-0551580

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: UTAH

Name as spelled in that State: NetDocuments Software, Inc.

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

Does it use a registered fictitious name: Yes or No

DBA (if any): NetDocuments

QUOTE SUBMITTAL SIGNATURE FORM (CONTINUED)

Company Name NetDocuments Software, Inc

801.722.6673 john.pilkinton@netdocuments.com
Telephone # E-Mail Fax #

2500 Executive Parkway, Suite 300
Mailing Address

Location Address

Lehi UT 84043
City State Zip Code

Telephone # E-mail Fax #

John Pilkinton, RFP Manager
Print Name & Title of Company Representative


Signature of person authorized to bind the company

April 09, 2020
Date

Do you accept Visa as payment for goods/services? YES NO

CONFLICT OF INTEREST FORM

The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Quoters shall disclose any such potential conflicts on the provided Conflict of Interest Form. Quoters are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Quoter is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

Please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ (List Position or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City

Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City

Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

I will request an advisory board member waiver under §112.313(12)

I will NOT request an advisory board member waiver under §112.313(12)

N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any contractors whose conflicts are not waived or exempt.

COMPANY NAME: NetDocuments Software, Inc

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): John Pilkinton

SIGNATURE: _____

DATE: April 09, 2020

SCRUTINIZED COMPANY CERTIFICATION FORM

Company Name: <u>NetDocuments Software, Inc</u>
Authorized Representative Name and Title: <u>John Pilkinton, RFP Manger</u>
Address: <u>2500 Executive Parkway, Suite 300</u> City: <u>Lehi</u> State: <u>UT</u> ZIP: <u>84043</u>
Phone Number: <u>801.722.6673</u> Email: <u>john.pilkinton@netdocuments.com</u>
Address: _____

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

- This quote, bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

- This quote, bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.
Certified By: _____ AUTHORIZED REPRESENTATIVE SIGNATURE
Print Name and Title: <u>John Pilkinton, RFP Manager</u>
Date Certified: <u>April 09, 2020</u>

RFQ No.: 2020-01CAO

DRUG FREE WORKPLACE FORM

The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that this Drug Free Workplace Affidavit accompany the submittal. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any quoter who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted quotes at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

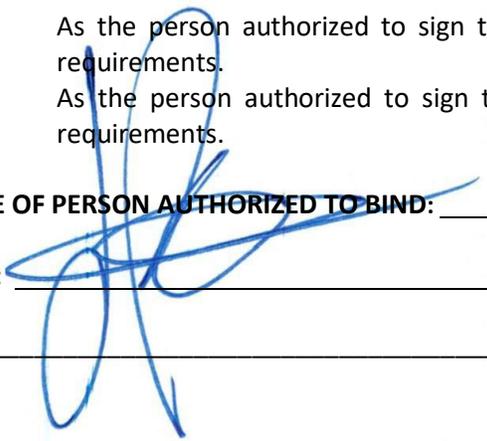
Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

DATE: _____



INDEMNIFICATION AGREEMENT (NON-CONSTRUCTION/NON-DESIGN PROFESSIONAL)

THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH THE QUOTE IF CONTRACTOR IS REQUIRED TO PERFORM SERVICES PURSUANT TO THIS RFQ.

The **CONTRACTOR** shall be liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **CONTRACTOR**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them, subject to the terms in **CONTRACTOR's** Service Agreement; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **CONTRACTOR** shall indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, subject to the terms in **CONTRACTOR's** Service Agreement; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery to the address provided below. Notification may also be provided by fax transmission to the number provided below.

The **CITY** shall provide all available information and assistance that the **CONTRACTOR** may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract and will be subject to the **CONTRACTOR's** Service Agreement. The insurance coverage and limits required in this Contract may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **CONTRACTOR's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

COMPANY NAME: NetDocuments

NAME/TITLE OF PERSON AUTHORIZED TO BIND: JOHN PILKINTON, RFP MANAGER

SIGNATURE: _____

DATE: 04/10/2020

Part 4 – Quotes

QUOTE FORM

Line Item #	Description of Services/Specifications/Items	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Document Management Service	5	User/Month	40	200
2	ndMail	5	User/Month	20	100
3	OCR	5	User/Month	7	35
4	CollabSpaces	5	User/Month	8	40
Monthly Sub-Total					375

TOTAL ANNUAL PRICE: \$ 4,500

Estimated Delivery Lead Time (After Receipt of Order):

Discount (if applicable): _____

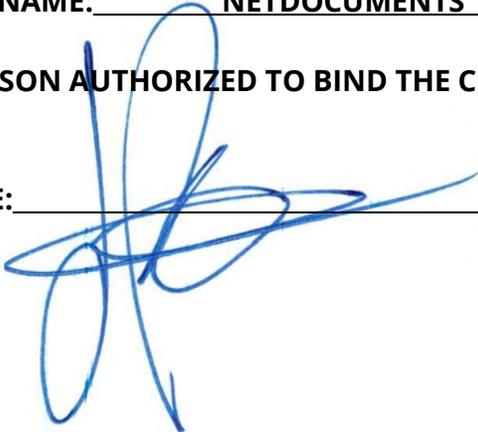
Quoter Comments:

Per user storage is included at 10GB; additional storage is \$1 per GB per month.

COMPANY NAME: NETDOCUMENTS

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): John Pilkinton, RFP Manager

SIGNATURE: _____ **DATE:** 04/10/2020





Dan Livingston
Phone: (904) 294-8700
dan@mainbraceconsulting.com
www.mainbraceconsulting.com

A Proposal For
NetDocuments Implementation

City Attorney's Office, North Port, FL

April 10, 2020

Prepared By:
Dan Livingston
Mainbrace Consulting



The Mainbrace Consulting team has been specializing in law office technology consulting for almost 20 years and is either certified in or has experience with most of the technology that matters today. Our team will organize and execute your NetDocuments implementation efficiently and with the least interruption of your law office as possible.

This proposal will provide an overview of the recommended solution, including a description of the implementation process and associated costs.

This proposal covers the following functions:

- Installing and configuring the software
- Testing and customizing
- Conversion of documents
- Training employees to use the new system
- Ongoing technical assistance



Scope of implementation

- Implementation Meeting to determine the customized setup for your firm and to schedule the implementation tasks.
 - NetDocuments Document Management
 - ndMail
 - OCR
 - ndSync
 - Windows environment
 - 48,600 documents
- Complete setup of NetDocuments based on the Implementation Meeting.
- Beta testing of the NetDocuments setup by your firm.
- Basic User Training - 1 session done remotely. Session will be 1.5 to 2 hours and will be recorded.
- Advanced User Training – 1 session done remotely. This will be around 1 hour and is done a week or two after the rollout. It will cover some advanced topics and will answer questions. The advanced training will be recorded.

- Administrator Training – 1 session done remotely. This will be around 30 minutes and will be recorded.
- Technical assistance for one month after the go-live date to ensure a good start. Mainbrace Consulting must be provided admin access to workstations to fix issues.
- Assistance in setting up all applicable NetDocuments add-ins and applications on 2 workstations. Firms IT or Administrator will be responsible for the remaining workstations. If firm prefers Mainbrace Consulting install on all workstations an additional cost will be incurred. We would need to access each workstation remotely with admin rights to perform the download and install of the NetDocuments software. This is generally very time consuming and much more expensive than having your IT service or local admin perform the task.
- This proposal covers 1 initial conversion and 1 delta conversion. Additional conversions will be charged extra. This means that we will begin uploading documents at the beginning of the project. The documents produced by the firm in the interim will need to be uploaded right before the go-live date.

Rates

Planning, setup, training and support of NetDocuments	\$2,700
Document Conversion 250,000 at \$.01/document	<u>\$972</u>
Total	<u>\$3,672</u>

Terms:

\$1,836 due upon contract
\$1,836 due upon completion of document conversion

Any work out of this scope will be billed separately. We will warn you before we go out of scope. Any additional charges will incur by written agreement only. Email shall suffice as written agreement.

Acceptable forms of payment are check, wire transfer, AMEX, Visa, MasterCard, PayPal

General Terms & Conditions

- We will use ScreenConnect (<https://www.screenconnect.com>) for remote access. All our accounts use 2-Factor Authentication and Complex Passwords. We will not use any VPNs or Remote Desktop.
- Document conversion will require a computer with 24/7 admin access for the duration of the project. We cannot share a computer with another user. We will need to use the same computer for the duration of the project. We will need administrator rights on that computer.
- If we are installing NetDocuments on your office's computers, we will need administrator rights to do so.
- After a document conversion is done, you can make a backup your data to a USB Hard Drive or some other device.

Service Level Agreement

This agreement (the "Agreement") is made by and between Mainbrace, LLC, dba Mainbrace Consulting (the "Consultant"), a company incorporated under the laws of the State of Florida with principal offices located at 512 Lighthouse Court, Neptune Beach, FL, and The Law Firm of Gary M. Singer, P.A., located at 12 SE 7th Street, Suite 820 Fort Lauderdale, FL 33301-3426 (the "Client").

- 1. Responsibility of Consultant:** Consultant will provide consulting and training services as an independent contractor to Client either onsite at Client's offices or via remote means. All work by Consultant will be according to this Service Level Agreement, or its attachments addendums and amendments as agreed upon in writing by Consultant and Client. Any change request by verbal or electronic means will be followed by a written addendum to this SLA. Change requests may incur a cost depending on the change requested.
- 2. Responsibility of Client:** Client shall use properly maintain computer hardware and licensed software. In order for Consultant to provide proper service to Client, Client shall provide Consultant with access to Client's computer system as well as all data to perform the requested service. If third-party vendors are in control of Client's system and/or data Client will provide third-party with permission to provide Consultant with required access. Consultant shall respect Client's need for confidentiality regarding data, passwords and processes. Client understands that during the course of doing business the circumstances may require the Consultant to enlist third-party vendor services or products, the cost of which will need to be incurred by the client separate of this agreement. Client will incur further costs by written agreement only. Email will suffice as written agreement.
- 3. Payment Terms:** Time tracking will be in 1/10-hour increments, unless a fixed price is negotiated. Work will be performed primarily through remote means. On-site visits within Jacksonville will be charged in 4-hour blocks. An 8-hour minimum per day will apply to on-site visits outside the Jacksonville Metropolitan area and travel time will be charged at half rate. Client will be charged actual cost for travel related expenses (mileage, air fare, hotel, ground transportation, etc.). \$100 per diem will apply for each traveling consultant. Payment will be due upon presentment of an invoice. Invoices will be presented periodically according to the terms of the project or monthly as is appropriate. Invoices that remain unpaid after 30 days may be subject to a late fee calculated at an annual percentage rate of 18%, which Client acknowledges is reasonable. Consultant is under no obligation to continue performing services if Client has an overdue balance. Continuing performance by Consultant shall not constitute a waiver of Consultant's right to cease work.
- 4. Limitation of Liability:** Mainbrace Consulting is not an agent of, or associated with Actionstep, Inc., Centerbase, NetDocuments, LexisNexis, Software Technology, Inc., Themis Solutions, Inc., CIN Group in any manner other than as a reseller or certified consultant and is only providing expertise in the use and technical support of said software. The purchase of a subscription to any of the products or services (SaaS) for which Mainbrace Consulting offers consulting services is strictly between the Client and the vendor. Mainbrace Consulting offers no warranty as to the functionality of the software or the network on which it is installed and cannot be held responsible for software features that do not work properly for the client for reasons including, but not limited to:
 - Failures of the vendors network
 - Slow or poor performance of the client's internet access



Software as a Service Agreement

This Software as a Service Agreement (the “**Agreement**”) is between **NetDocuments** (as defined below) and _____, with its principal place of business at _____ (“**Customer**”). This Agreement is effective as of _____ (the “**Effective Date**”).

If Customer’s principal place of business stated above is: (a) in the North America, Central America, or South America, “NetDocuments” refers to NetDocuments Software, Inc., a Delaware corporation with offices at 2500 West Executive Parkway, Suite 300, Lehi, Utah 84043; (b) in the United Kingdom, European Economic Area, Africa, or the Middle East, “NetDocuments” refers to NetDocuments Limited registered in England and Wales with registered company number 7509508, with offices at 8th Floor South Reading Bridge House, George Street, Reading, England RG1 8LS; or (c) in Australia, New Zealand, or Asia, “NetDocuments” refers to NetDocuments Australia Pty Limited, with offices at Suite 503, Level 5, Grafton Bond Building, 201 Kent Street, Sydney 2000, NSW, Australia.

1. Definitions

- 1.1. “**Access Software**” means any software in object code form that is supplied by NetDocuments in conjunction with the Services and that installs and runs on Customer Systems, for example, ndOffice or mobile applications. NetDocuments’ support policy for Access Software is posted on the NetDocuments support site.
- 1.2. “**Additional Services**” means any service offered by NetDocuments other than NetDocuments DM. “Services” excludes Professional Services.
- 1.3. “**Administrative Contacts**” means individuals designated by Customer to receive notices related to NetDocuments Services, including the operations and functionality thereof. Administrative Contacts will receive Digital Notice by email. Notice will also be posted on the NetDocuments support page.
- 1.4. “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with, Customer or NetDocuments.
- 1.5. “**Billing Date**” means the date identified in the Order Form as the date NetDocuments will bill Customer for the Services.
- 1.6. “**Confidential Information**” of a party means any information, technical data or trade secrets, relating to: product plans, Intellectual Property, products, services, customers, employees, documents, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, product pricing or financial information of the party, but excluding any information other than Personal Data that: (a) is obtained from a third-party free of any confidentiality obligation; (b) is in or enters the public domain without unauthorized disclosure in breach of this Agreement; (c) was in the Receiving Party’s possession prior to receiving it from the Disclosing Party; or (d) is developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information. Customer’s Confidential Information includes the terms of this Agreement, Customer Data (including to the extent Customer volunteers Customer Data to NetDocuments in decrypted form for any purpose), and Personal Data. NetDocuments’ Confidential Information includes the terms of this Agreement, all Platform Data, and all non-public information regarding the Services.
- 1.7. “**Customer Data**” means data residing on the ND Network that is uploaded or otherwise transmitted by or on behalf of any Service User.
- 1.8. “**Customer Managed Storage Location**” means a server not hosted by NetDocuments, where Customer can store Customer Data outside the NetDocuments DM including, for example, ndFlexStore or ndMirror. Customer’s use of Customer Managed Storage Locations is optional.
- 1.9. “**Customer Service Account**” means the functionality of the Services that allows Administrative Contacts to manage Customer’s account. For example, Administrative Contacts can add Internal Users and External Users, create user groups, and set user and group permissions through the Customer Service Account.
- 1.10. “**Data Processing Addendum**” means the document attached hereto as Exhibit A.
- 1.11. “**Digital Notice**” means information provided by NetDocuments on the NetDocuments support webpage. Customers and Administrative Contacts may register on the support webpage to receive updates by email.
- 1.12. “**Documentation**” means the official documentation related to the Services made generally available by NetDocuments, including instructions and specifications that describe components, features, requirements, or other aspects of the Services.
- 1.13. “**EU Data Protection Legislation**” is defined in the Data Processing Addendum attached hereto as Exhibit A.

- 1.14. “**External User**” means any person granted access to the all or part of a Service by an Internal User.
- 1.15. “**Help Desk Support**” means support provided in connection with the Services by NetDocuments to the Customer as described in Section 2.6 and Exhibit B.
- 1.16. “**Intellectual Property**” means existing and future rights and interests (registered or unregistered) applied for, granted, or otherwise existing anywhere in the world in and to patents, inventions, trademarks and service marks (including all goodwill therein), copyrights, copyrightable works, trade names, domain names, moral rights, trade secrets, know-how, proprietary information, designs, and all other intellectual, industrial, or proprietary rights, however arising and whether or not registered or issued.
- 1.17. “**Internal Users**” are employees or subcontractors of Customer or a Customer Affiliate given an account in Customer’s repository by Customer’s administrators. Internal Users also include accounts created for use by other applications and integrations (including Additional Services or third-party services that integrate with NetDocuments DM) for ongoing functionality or access to a Service, but not associated with a specific individual user. All employees or subcontractors of Customer or a Customer Affiliate who use the Services must be Internal Users and may not be External Users.
- 1.18. “**ND Network**” means servers and infrastructure under the control of NetDocuments and used to host and operate the Services up to the boundary where such servers and infrastructure connect to the Internet. The ND Network does not include any Customer Managed Storage Locations.
- 1.19. “**ND Software**” means Access Software and System Software.
- 1.20. “**NetDocuments DM**” means NetDocuments’ cloud content management service.
- 1.21. “**Order Form**” means the form, regardless of name, title, format, or media, through and pursuant to which Customer subscribes to Services. Customer may have more than one Order Form.
- 1.22. “**Personal Data**” means information relating to an identified or identifiable natural person and any information defined as such in the Data Processing Addendum attached hereto as Exhibit A.
- 1.23. “**Platform Data**” means any data or statistics, excluding Customer Data, that are associated or generated in connection with use of the Services. NetDocuments may use Platform Data to analyse Customer performance and usage. NetDocuments may use anonymized, aggregated Platform Data for benchmarking or other internal purposes, including generating reports regarding Service usage and customer data trends generally.
- 1.24. “**Professional Services**” means any services provided by NetDocuments and described in a Statement of Work.
- 1.25. “**Services**” means the NetDocuments DM Service and Additional Services, to which NetDocuments may make commercially reasonable changes from time to time.
- 1.26. “**Services Region**” means the geographic location(s) specified in the relevant Order Form in which NetDocuments hosts the Services to which Customer subscribes.
- 1.27. “**Services Users**” means Internal Users and External Users.
- 1.28. “**Statement of Work**” means a document executed by Customer and NetDocuments that refers to this Agreement and describes Professional Services purchased by Customer and to be supplied by NetDocuments.
- 1.29. “**System Software**” means the software operating on the ND Network used by NetDocuments to provide the Services.
- 1.30. “**Subscription Fees**” means the recurring fees for the Services specified in the Order Form.
- 1.31. “**Term**” means, collectively, the Initial Term and any Renewal Term, as defined in the relevant Order Form.
- 1.32. “**Unauthorized Access**” means: (a) access to Customer Data while it is residing on the ND Network by anyone other than a person using the login credentials of a Service User; or (b) access to Customer Data by NetDocuments’ personnel other than as permitted by this Agreement, or volunteered by Customer or a Service User.

2. NetDocuments Services.

- 2.1. Use of Access Software, Documentation, and Services. NetDocuments hereby grants to Customer during the Term a limited, non-exclusive, non-transferable (except as permitted by Section 12.6), non-sublicensable right for Service Users to (a) install and run the Access Software in order to use the Services; (b) store and print the Documentation for use with the Services; and (c) to use the Services, in each case solely in accordance with the terms and conditions herein and all applicable laws, rules, and regulations.

2.2. Use by Customer Affiliates. Customer may procure Services for its Affiliates. Customer shall be fully responsible for the use of and access to the Services, Access Software, and Documentation (collectively, the “**NetDocuments Items**”) by its Affiliates and its Affiliates’ compliance with this Agreement. Customer agrees and shall ensure that any claim connected with this Agreement will be asserted only by Customer and not any of its Affiliates; provided, however, that Customer may claim loss or damage incurred by its Affiliates as if such loss or damage were incurred by Customer.

2.3. Use of Services by External Users. All employees or subcontractors of Customer or a Customer Affiliate who use the Services are and must be treated as Internal Users, not External Users. Customer may grant External Users access to the Services up to the number specified in the relevant Order Form. Customer shall be fully responsible for External Users’ use of the NetDocuments Items and their compliance with this Agreement.

2.4. Services Region. NetDocuments will store Customer Data in the Services Region specified in the Order Form and will not transfer Customer Data, except at Customer’s or a Service User’s direction, unless required by Law. For purposes of this Section, “transfer” shall not include (a) any transfer of Customer Data on or through the Services in accordance with the digital instructions of a Services User (for example, using the sharing facilities of NetDocuments DM); or (b) use of the Services by Service Users outside of the Services Region if the Customer configures NetDocuments DM to permit or not restrict such use.

2.5. Security Specifications and Data Processing. NetDocuments shall implement and maintain appropriate industry standard administrative, physical, and technical safeguards to protect the confidentiality and integrity of Customer Data from Unauthorized Access using measures equal to or better than those of the ND Network Security document attached hereto as Exhibit C and the Data Processing Addendum attached hereto as Exhibit A (if and to the extent applicable).

2.6. NetDocuments Services and Support Levels. NetDocuments shall provide Help Desk Support in accordance with the NetDocuments’ Service Levels and Support attached hereto as Exhibit B and the NetDocuments support policies posted on the NetDocuments support website.

2.7. Retirement of Services or Features. NetDocuments will provide Customer with at least 6 months’ Digital Notice of material changes to or retirement of Services or features.

3. Restrictions on Customer’s Use.

3.1. Use Limited to Service Users. The NetDocuments Items may only be accessed by Service Users. Customer and Service Users must not share login credentials with any other person.

3.2. Business Purposes. Customer shall use the NetDocuments Items only for its internal business purposes. Customer shall not transfer, copy, modify, sublicense, distribute, translate, disassemble, reverse engineer, decompile, frame, mirror, or resell the NetDocuments Items internally or to any third party or use the NetDocuments Items for any purpose competitive to NetDocuments, or to interfere with or disrupt the integrity of the NetDocuments Items.

3.3. Click-Through Terms of Service. If any Internal User is required to review and agree to NetDocuments Terms of Service before accessing the Services, such NetDocuments Terms of Service are of no effect with respect to such Internal Users and are superseded by the terms of this Agreement. External Users are required to accept NetDocuments Terms of Service before accessing the Services. The prevailing NetDocuments Terms of Service are located at <https://www.netdocuments.com/terms-of-use/>.

3.4. Compliance with Laws and Third-Party Rights. Customer shall not use any NetDocuments Items in any way that breaches the rights of any third party or violates any applicable law, rule, or regulation, including export control and data privacy laws. NetDocuments is not responsible for compliance with any law, rule, or regulation applicable to Customer, Customer Data, or Customer’s industry that are not generally applicable to information technology service providers. Without limiting the foregoing, Customer shall not use the Services to store or transmit unlawful content, except as such may be required in its role as a professional service provider, in which case Customer will ensure that any use of the Services to store or process such content is appropriate under the circumstances, lawful, restricted to only necessary Service Users, and removed at the earliest opportunity.

4. Customer Responsibilities.

4.1. Customer System Requirements. Customer shall provide, configure and maintain: (a) all hardware and client-side software necessary to use the Services and deploy the selected Access Software; (b) Internet access; (c) software not provided by NetDocuments that is required to access the Services in addition to the Access Software (for example, a compatible Internet browser); and, if applicable, (d) Customer Managed Storage Locations (collectively “**Customer Systems**”). Customer is

responsible for ensuring Customer Systems provide sufficient capacity, performance and connectivity and meet the service levels recommended by NetDocuments. Customer will maintain appropriate security and protection of the devices accessing the NetDocuments Service.

4.2. Help Desk Support. NetDocuments will provide Help Desk Support as provided in Exhibit B. Help Desk Support may be provided by NetDocuments' personnel or subcontractors in regions other than Customer's Service Region. Customer is responsible for any and all Customer Data shared as a result of its initiation of Help Desk Support and will ensure that Customer Data is shared in conformity with any Customer or client policies or laws, rules, or regulations that may apply to Customer Data. NetDocuments will not be liable for any Customer Data shared by Customer or its Service Users in violation of any policy or law, rule, or regulation applicable to Customer Data.

4.3. Third-Party Applications. NetDocuments enables select third parties to provide a service or software ("**Third-Party Applications**") that integrates with one or more NetDocuments Services. NETDOCUMENTS MAKES NO WARRANTIES REGARDING ANY THIRD PARTY APPLICATION, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT ANY THIRD-PARTY APPLICATION WILL (A) REMAIN AVAILABLE THROUGHOUT THE TERM; (B) BE ERROR FREE OR RUN UNINTERRUPTED; (C) OFFER ANY PARTICULAR FEATURES OR PERFORMANCE OR (D) MEET CUSTOMER'S NEEDS. ALL THIRD-PARTY APPLICATIONS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY APPLICATION IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY APPLICATION. A limited selection of Third-Party Applications may be offered by NetDocuments as Additional Services, as evidenced by their inclusion on an Order Form or their selection using the Customer Service Account subject to additional Subscription Fees. Other Third-Party Applications require a separate contract (for which NetDocuments will have no responsibility) between Customer and the third-party supplier.

4.4. NetDocuments' Application Programming Interface. The Services do not include access to NetDocuments' application programming interface ("**API**"). Customer acknowledges and agrees if NetDocuments grants Customer access to NetDocuments' API, Customer will be solely responsible for use of the API in accordance with the terms of this Agreement and Customer may not share its API access with any third party. Any access to NetDocuments' API may be subject to additional terms and conditions, at NetDocuments' discretion.

5. Intellectual Property and Related Rights.

5.1. NetDocuments Intellectual Property. NetDocuments or its licensors own all right, title, and interest in and to Intellectual Property in the NetDocuments Items, Platform Data, and other proprietary rights and interests comprising and used to support and operate the Services. Customer has no rights in or to such Intellectual Property except as expressly set forth in this Agreement. NetDocuments expressly reserves all other rights.

5.2. Customer Data.

5.2.1. NetDocuments disclaims ownership of Intellectual Property rights in Customer Data. Customer hereby grants NetDocuments a limited, free of charge, non-exclusive, non-transferable (except in accordance with Section 12.6), non-sublicensable (except as necessary to provide Third-Party Applications in accordance with Section 4.3) license to store, copy, and process Customer Data in order to provide the Services.

5.2.2. NetDocuments shall not use, disclose or access Customer Data other than (a) to provide the Services and perform the obligations contemplated in this Agreement (including Professional Services, if applicable); (b) as required to facilitate Third-Party Applications in accordance with Section 4.3; (c) as requested or volunteered by Customer or a Service User in connection with Help Desk Support; or (d) as required to comply with a legal demand in accordance with Section 6.2.

5.2.3. The license and obligations pursuant to this Section 5.2.2 will survive the termination or expiration of this Agreement until Customer Data is no longer on the ND Network.

6. Confidential Information.

6.1. Protection. During the Term each party ("**Receiving Party**") may receive Confidential Information from the other party ("**Disclosing Party**"). During the Term and indefinitely thereafter, as long as the Confidential Information is held, the Receiving Party shall protect any Confidential Information received from the Disclosing Party by exercising the same degree of care it uses to protect its own information of like importance from unauthorized use or disclosure, but in no event less than a reasonable degree of care.

6.2. Permitted Use and Disclosure. Receiving Party may only use Disclosing Party's Confidential Information for purposes in connection with this Agreement or as expressly authorized by this Agreement. Receiving Party shall not disclose Disclosing Party's

Confidential Information to any third party, without the prior written consent of the Disclosing Party, except in the following circumstances: (a) to its employees or authorized agents or independent contractors to the extent necessary for them to perform the Receiving Party's obligations in this Agreement; (b) in confidence, to legal counsel, accountants, banks, and financing sources and their advisors or in connection with an actual or proposed merger, acquisition, or similar transaction; (c) in connection with the enforcement of this Agreement; or (d) in order to comply with Law or a court order (it being understood that such disclosure may include Customer Data, in the case of NetDocuments) provided that to the extent legally permissible the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party seeks to contest such disclosure.

6.3. Protection of Personal Data. To the extent that Customer is subject to EU Data Protection Legislation, each party shall comply with the obligations in the Data Processing Addendum attached as Exhibit A to this Agreement. NetDocuments shall only process Personal Data of Customer as permitted by applicable law and to the extent necessary for the following purposes: (a) providing the NetDocuments Services; (b) developing and maintaining NetDocuments' relationship with Customer's vendor management contacts; (c) billing and invoicing; (d) compliance with quality control and risk management procedures; (e) security-related processing (for example, automated scanning of incoming and outgoing emails for viruses); (f) complying with legal and regulatory obligations; and (g) establishing, exercising and defending legal claims.

7. Term and Termination.

7.1. Term. The Term of this Agreement will commence on the Effective Date and will continue until the expiration or termination of all Order Forms, Statements of Work, and Transition Periods governed by this Agreement, unless earlier terminated in accordance with the terms herein. Notwithstanding anything to the contrary, unless the parties mutually execute a new agreement, if any Order Form or Statement of Work is executed by the parties, or if NetDocuments, at Customer's election, continues to provide Services or Professional Services to Customer after the expiration or termination of this Agreement, then this Agreement shall govern all such Services or Professional Services and shall remain in effect until all Order Forms, Statements of Work, and Transition Periods have been completed.

7.2. Termination for Breach. A party may terminate this Agreement, any Order Form, or any Statement of Work by giving notice (specifying the grounds for such notice in reasonable detail) to the other party, if the other party: (a) materially breaches any obligations under this Agreement or any Order Form; (b) files a voluntary petition in bankruptcy or has an involuntary petition in bankruptcy filed against it; or (c) is declared insolvent, makes an assignment for the benefit of creditors, appoints or has appointed a receiver, conservator, or trustee to operate its business, or liquidates all or substantially all of its business assets, or the equivalent of any of the foregoing. Termination for breach of a material obligation under this Section 7.2(a) will take effect: (y) immediately, if the breach cannot be cured; or (z) on the 31st day following receipt of notice from the non-breaching party, unless the breaching party corrects the stated breaches within the first 30 days following receipt of notice. Without limiting the foregoing, NetDocuments may suspend or limit Customer's access to the Services, in whole or in part, in the event of Customer's breach of this Agreement, including payment obligations hereunder until such time as Customer remedies the breach. Except as necessary to mitigate serious security risks, NetDocuments shall give Customer not less than 14 days' notice (in addition to any other notice required by this Section 7.2) specifically referring to the threat of suspension and shall provide Customer the opportunity to remedy the breach in that period before exercising its right to suspend or limit Services.

7.3. Transition Period. If NetDocuments or Customer provides notice of termination of this Agreement, Customer may elect to continue using the NetDocuments Items for a period of up to 6 months from the notified end date (the "**Transition Period**") provided Customer: (a) is not in breach of its obligations under this Agreement on the date of the notice of termination nor thereafter during the Transition Period; (b) is current on its Subscription Fee payments under this Agreement, and (c) prepays the Subscription Fee for the Transition Period within 10 days of its election to establish a Transition Period. The continuation of the Services during the Transition Period shall not constitute a waiver by any non-defaulting party of its claims against a defaulting party hereunder. If Customer elects the continuation of the Services pursuant to this Section, the parties agree that their respective rights and obligations under this Agreement shall continue in force until the conclusion of the Transition Period.

7.4. Removal of Customer Data. Customer shall ensure that all Customer Data is removed from the ND Network before the end of the Term or any applicable Transition Period. To the extent any Customer Data remains on the ND Network 30 days after the termination or expiration of this Agreement, NetDocuments may: (a) delete and permanently destroy all Customer Data stored on the ND Network; or (b) at Customer's request, charge Customer for the continued storage of Customer Data at a rate equal to the Subscription Fees previously applicable to the relevant Order Form(s). To the extent Customer requests NetDocuments' assistance in converting, copying, deleting, or otherwise transferring Customer Data in connection with the termination or expiration of this Agreement or any Order Form, NetDocuments may treat the request as a request for Professional Services subject to additional fees.

7.5. Cessation of Services. Upon termination or expiration of this Agreement and the end of any applicable Transition Period, NetDocuments will discontinue Customer's access to the Services, and Customer will immediately delete all copies of the Access Software from Customer Systems.

7.6. Australian Protection. This Section 7.6. applies only if Customer is domiciled in Australia. Despite any other provision to the contrary in this Agreement, to the extent that section 415D, 434J or 451E of the Australian Corporations Act (each, an "ACA Section") applies to any right in this Agreement ("Right"), the Right must not be enforced to that extent only during the period prescribed by the ACA Section, any extended period ordered by a court and at any other time required by the ACA Section (except, for the avoidance of doubt, to the extent that the ACA Section does not apply to the Right, contract, agreement or arrangement in this Agreement including (without limitation) as a result of any court order, any regulation or declaration that relates to the ACA Section or any other provision in Chapter 5 of the Corporations Act). This provision does not affect any other enforcement of the Right or the enforcement of any other right.

8. Fees and Payment.

8.1. Invoices. NetDocuments shall invoice Customer according to the terms of the relevant Order Form or Statement of Work. Customer shall pay all invoices within 30 days of the invoice date. Failure to pay undisputed amounts within 60 days of the invoice date will constitute a material breach of the Agreement.

8.2. Subscription Fees. NetDocuments may increase Subscription Fees for the Services by up to 7% once per Renewal Term.

8.3. Disputed Amounts. If Customer disputes any invoice, Customer shall notify NetDocuments of the disputed portion within 30 days of the invoice date and pay the undisputed portion as provided in Section 8.1. The parties will cooperate in good faith to resolve the dispute promptly.

8.4. Costs of Collection. In the event Customer fails to pay NetDocuments any amounts due under this Agreement, Customer will pay all costs of collection, including reasonable attorney fees and legal expenses incurred by NetDocuments.

8.5. Sales, Use, and Other Taxes. Customer shall pay taxes (including sales or use taxes, value added taxes, and stamp taxes), fees, tariffs, duties, or other similar levies required by Law, except taxes based on NetDocuments' income and employment-related taxes. Except as expressly and specifically set out in an Order Form (and subject to instructions in the Order Form relating to the administration, procedures, and requirement for documentary evidence as NetDocuments may require to lawfully minimize the withholding and obtain acknowledgement from any taxing authority for the withholding) Customer shall (a) pay invoices without withholding for any taxes or other levies imposed by any taxing authority or (b) pay amounts in addition to the amounts invoiced so that the net amount received by NetDocuments, after any tax or levy charged or withheld, equals the amount invoiced.

9. Representations and Warranties.

9.1. Right to Enter into Agreement. Each party represents that: (a) it is validly formed and in good standing in the jurisdiction in which it is formed; (b) it has the legal right and all requisite power and authority to enter into this Agreement and to execute, deliver, and perform its obligations under this Agreement; and (c) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary organizational action of such party, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms and conditions and will not violate or constitute a breach of any agreement binding upon such party.

9.2. Additional NetDocuments Warranties. NetDocuments represents that it has the legal right to provide the Services. NetDocuments shall perform the Services and the Professional Services using the care and skill to be expected of a professional and competent service provider in accordance with good industry practice.

9.3. Additional Customer Warranties. Customer represents, warrants, and covenants that it has, and during the Term and any Transition Period will at all times have, the legal right to possess, store, and transmit the Customer Data using the Services.

9.4. No Other or Implied Warranties. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. NETDOCUMENTS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NETDOCUMENTS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. CUSTOMER ACKNOWLEDGES THE SERVICES MIGHT BE SUBJECT TO OCCASIONAL DELAYS, INTERRUPTIONS, AND OTHER ISSUES INHERENT TO INTERNET SERVICES, AND THAT THE SERVICES MAY CONTAIN DEFECTS AND/OR MAY NOT OPERATE UNINTERRUPTED OR ERROR FREE. EACH PARTY

ACKNOWLEDGES AND AGREES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY SET OUT HEREIN.

10. Limitation of Liability.

10.1. No Indirect Damages. LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FOR INDEMNIFICATION CLAIMS, DAMAGES AWARDED OR DETERMINED BY EXPRESS AGREEMENT IN A MONETARY SETTLEMENT SHALL CONSTITUTE DIRECT DAMAGES.

10.2. Local Echoing and ndMirror. NETDOCUMENTS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, OR CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT THAT SUCH LOSS, DAMAGE, OR CLAIM COULD HAVE BEEN AVOIDED OR REDUCED BY THE USE OF LOCAL ECHOING OR NDMIRROR (EVEN IF CUSTOMER OPTED NOT TO USE LOCAL ECHOING OR SUBSCRIBE TO NDMIRROR).

10.3. Liability Cap. EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 11.1 (INDEMNIFICATION), EACH PARTY'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, OR ANOTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL AMOUNT OF THE ANNUALIZED SUBSCRIPTION FEE PAID OR PAYABLE TO NETDOCUMENTS AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. MULTIPLE CLAIMS SHALL NOT EXPAND ANY OF THE LIMITATIONS SET FORTH IN THIS SECTION 10.

10.4. Exceptions. Notwithstanding the foregoing, nothing in this Agreement excludes or limits a party's liability for (a) death or personal injury to the extent caused by a party's negligence; (b) that party's fraud or fraudulent statements; or (c) any liability for which the governing law of this Agreement prohibits the exclusion or limitation of liability. This Section 10 in no way limits Customer's liability for Subscription Fees owed pursuant to this Agreement.

10.5. Australian Consumer Law. This Section 10.5. applies only if Customer is domiciled in Australia. Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law ("ACL") and which by law cannot be excluded, restricted or modified.

10.5.1. NetDocuments' Services come with guarantees that cannot be excluded under the ACL. For major failures with the Services, Customer may be entitled:

10.5.1.1. to terminate this Agreement with NetDocuments; and

10.5.1.2. to a refund of Subscription Fees for any unused portion of the Services occurring after the termination, or to compensation for its reduced value in accordance with Exhibit B of this Agreement.

Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage, subject to the limitations of liability in Sections 10.1. and 10.2. If the failure does not amount to a major failure Customer is entitled to have problems with the Services rectified in a reasonable time and, if this is not done, to terminate this Agreement and obtain a refund of Subscription Fees for any unused portion of the Services occurring after the termination.

11. Indemnification.

11.1. Indemnification by NetDocuments. NetDocuments shall indemnify and defend Customer and its directors, officers, and employees from and against losses, damages, judgments, and expenses, including attorney fees, arising out of a claim, suit, action, or proceeding brought by a third party to the extent arising from an allegation that the Services, when used in accordance with this Agreement, infringe the Intellectual Property rights of any third party. NetDocuments will not be obligated to indemnify Customer to the extent that any claim of infringement arises from: (a) the combination, operation, or use of any Services with equipment, devices, or software not supplied by NetDocuments, to the extent such claims could have been avoided if the Services had not been so combined, operated, or used; (b) Customer's breach of this Agreement or Law; and (c) alterations or modifications to the Services which are not performed by NetDocuments, to the extent such claims could have been avoided if the Services had not been so altered or modified.

11.2. Indemnification by Customer. Customer will indemnify and defend NetDocuments and its directors, officers, and employees from and against losses, damages, judgments, and expenses, including attorney fees, arising out of a claim, suit,

action, or proceeding by a third party to the extent arising from an allegation that: (a) Customer Data violates Law or the rights of any third party, including Intellectual Property rights, or (b) that Customer does not have the legal right to possess Customer Data or transmit it to NetDocuments or the Services.

11.3. Indemnification Procedures. Upon an event giving rise to a claim under this Section 11, the party claiming the right to indemnification (the “**Indemnified Party**”) shall:

11.3.1. promptly notify the other party (the “**Indemnifying Party**”) of any circumstances the Indemnified Party believes may result in a claim for indemnification (provided that the indemnifying party shall not be relieved of any indemnification obligations except to the extent it is materially prejudiced as a result of the Indemnified Party’s failure to provide prompt notice); and

11.3.2. cooperate with and take all reasonable steps requested by the Indemnifying Party to allow the Indemnifying Party to control the defense and settlement of claims subject to indemnification with counsel selected in the Indemnifying Party’s discretion. The Indemnified Party may participate in the defense with its own counsel and at its sole cost. The Indemnifying Party shall not settle a claim that imposes obligations on, or restricts the operations of, the Indemnified Party without the written consent of the Indemnified Party, which consent must not be unreasonably withheld, conditioned, or delayed.

12. General.

12.1. Subcontractors. NetDocuments may subcontract any part of its obligations under this Agreement that is common to and subcontracted for other NetDocuments’ customers (such subcontractors referred to as “**Common Subcontractors**”). NetDocuments may change or appoint new Common Subcontractors from time to time during the Term, and NetDocuments will give Customer Digital Notice of material changes or additions to Common Subcontractors.

12.2. Disaster Recovery and Business Continuity. NetDocuments will have in place at all times during the Term disaster recovery and business continuity plans to be implemented in the event of a disaster. NetDocuments will actively review and update the disaster recovery and business continuity plans on at least an annual basis. NetDocuments’ target recovery point objective is 2 hours and its target recovery time objective is 6 hours.

12.3. Force Majeure. Except for Customer’s payment obligations hereunder, neither party will be liable for failure or delay to perform under this Agreement if such failure or delay is caused by the occurrence of any contingency beyond its reasonable control (a “**Force Majeure Event**”), including, but not limited to, widespread Internet outage, industrial disturbance, denial of service attack, war, act of terrorism, insurrection, multi-day power outage, acts of God or acts of civil or military authority. A Force Majeure Event also includes a temporary suspension of the Services at any time NetDocuments reasonably believes such suspension is necessary in response to a perceived threat to the Services, ND Network, or Customer Data. A party experiencing a Force Majeure Event shall notify the other party promptly and shall resume performance as soon as practicable under the circumstances.

12.4. Relationship of the Parties. The parties are independent contractors, and neither will at any time be considered, or represent itself to be, an agent, employee, associate, or joint venture party of the other.

12.5. Notices. Any notice must be in writing and will be deemed given as follows: (a) if by personal delivery, on the date of receipt by the intended recipient; or (b) if by private courier or certified postage prepaid and return receipt requested (as applicable), on the date of first attempted delivery (whether successful or not) to the intended recipient’s last known address. All notices must be sent to the address of the intended recipient listed in the preamble to this Agreement. Each party shall provide the other party with timely notice of any change in its address to which notices must be sent. Notwithstanding the foregoing, Administrative Contacts will receive Digital Notice by email and NetDocuments may also post notice on the NetDocuments support website.

12.6. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which must not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party may assign its rights and obligations under this Agreement without prior consent to any successor entity in the event of such party’s transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization or other business combination or change of control, so long as the assigning party provides notice thereof to the other party. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties, their successors, and their permitted assigns.

12.7. No Third-Party Beneficiaries. The provisions of the Agreement are only for reliance upon and the benefit of Customer and NetDocuments and its licensors and confer no rights or remedies on any other person or entity.

12.8. Waiver/Amendment. Neither this Agreement nor any of its provisions may be waived, amended, or otherwise modified, except by a written instrument signed by both parties. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.9. Announcements of Agreement. NetDocuments shall be permitted to use Customer's name or logo to identify the existence of Customer as a customer of NetDocuments in marketing content or in any media interview without Customer's written consent, provided that such reference to Customer is included with at least several other similar references and is given no more prominence than such other references, and subject to compliance with any written branding or trademark usage guidelines provided to NetDocuments.

12.10. Counterparts. This Agreement may be executed in any number of counterparts which may be delivered as a .pdf attached to email or by digital or electronic signature, and each counterpart so executed and delivered will be deemed an original, all of which together will constitute one instrument.

12.11. Governing Law, Venue, and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws as set forth below, without giving effect to conflict of law or choice of law principles. Any and all actions, suits or judicial proceedings upon any claim arising from or relating to this Agreement shall be instituted and maintained in the city, state, territory, or province as applicable.

12.11.1. if Customer is domiciled in the North America, Central America, or South America, governing law is the law of the State of Utah;

12.11.2. if Customer is domiciled in the United Kingdom, European Economic Areas, Africa, or the Middle East, governing law is the law of England and Wales;

12.11.3. if Customer is domiciled in the Australia, New Zealand, or Asia, governing law is the law of Australia.

This Agreement expressly excludes the provisions of the Contracts (Rights of Third Parties) Act 1999 and any amendment thereto.

12.12. Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement, any Order Form, or Statement of Work the parties agree that they will attempt to resolve the dispute informally. If a dispute is not resolved within 90 days, any resulting legal actions (except for actions to collect amounts owed NetDocuments under this Agreement) shall be resolved through final and binding arbitration.

If Customer's principal place of business stated in the preamble to this Agreement is in North America, Central America, or South America, the Parties agree that arbitration shall be conducted in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association (the "AAA") in effect at the time of the arbitration. All fees and expenses of the arbitration, excluding a transcript, shall be borne equally by the parties. Each party will pay for the fees and expenses of its own attorneys, experts, witnesses, and preparation and presentation of proofs and post-hearing briefs. The arbitration will be conducted in Salt Lake City, Utah.

If Customer's principal place of business as stated in the preamble to this Agreement is in the United Kingdom, European Economic Area, Africa, or the Middle East, arbitration shall be conducted by the Centre for Effective Dispute Resolution in London, England.

If Customer's principal place of business as stated in the preamble to this Agreement is in Australia, New Zealand, or Asia, arbitration shall be conducted by the Australian Disputes Centre in Sydney, New South Wales, Australia.

Judgment may be entered on the arbitrator's award in any court having jurisdiction.

This clause does not prevent either party from applying for injunctive remedies.

12.13. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 5 would cause NetDocuments irreparable harm for which monetary damages would not be an

adequate remedy and that, in the event of such breach or threatened breach, NetDocuments will be entitled to equitable relief, including a restraining order, and injunction, specific performance, and any other relief that may be available from any court, without any requirements to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.14. Severability. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement will not be affected and that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not).

12.15. Survival. Any provision of this Agreement that by its nature extend beyond the expiration or termination of this Agreement, including accrued rights to payment, use restrictions, indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability, will remain in effect until all obligations are satisfied in accordance with their terms.

12.16. Services by Third Parties. If Customer engaged a person or entity other than NetDocuments to provide professional or other services related to the Services or Customer Data including data conversion, training, installation, application integration, NetDocuments will have no liability for the acts or omissions of such person or entity.

12.17. Entire Agreement; Order of Precedence. This Agreement, including any Exhibits, constitutes the entire understanding and agreement of the parties relating its subject matter, and supersedes all prior agreements and understandings, whether written or oral. In the event of a conflict between this Agreement and any Exhibit, Order Form, or Statement of Work then the terms shall control in accordance with the following order of priority, unless otherwise stated: first, the terms in the Order Form; second, the terms in an Exhibit to this Agreement, to the extent conflicting with terms in the body of this Agreement; third, the terms in the body of this Agreement; and fourth, the terms in a Statement of Work.

12.18. Purchase Orders. Any purchase order or other document issued or delivered to NetDocuments in connection with Customer's subscription to the Services is only for Customer's administrative purposes. No terms and conditions of any purchase order or other ordering document will apply to, or be binding upon, NetDocuments. Preprinted, standard, or posted terms and conditions in any media (including terms where acquiescence, approval, or agreement requires a mouse click or an electronic signature) shall not be effective, incorporated into, nor construed to amend the terms of this Agreement.

12.19. Interpretation. For all purposes of this Agreement, except as otherwise expressly provided: (a) the terms defined herein include the plural as well as the singular and *vice versa*; (b) any section of this Agreement that specifies a restriction or states that a Customer shall not do something is to be interpreted as an obligation to prevent Customer's Affiliates, Service Users, and third parties under Customer's control from breaching the same; (c) any reference to an "Exhibit" or a "Section" refers to an Exhibit, or a Section, as the case may be, of this Agreement; (d) the Exhibits hereto form part of this Agreement; (e) all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Section, or other subdivision; (f) all Section and Exhibit headings are for convenience only and shall not affect the interpretation or construction of this Agreement; (g) the words "including," "included" and "includes" mean inclusion without limitation do not limit the generality of the statements they qualify; (h) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or;" and (i) this Agreement has been jointly negotiated by the parties hereto and their respective legal counsel, and any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

NetDocuments

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A—Data Processing Addendum

1. Definitions.

- 1.1. Except as expressly stated in this Section 1, words and phrases defined in that certain Software as a Service Agreement (the “**Agreement**”) to which this Data Processing Addendum is attached have the same meaning in this Exhibit.
- 1.2. “**Compliant Jurisdiction**” means (i) the United Kingdom, or (ii) a country within the European Economic Area, or (iii) a country with the benefit of a favorable adequacy decision under Article 45 of Regulation (EU) 2016/679.
- 1.3. “**EU Data Protection Legislation**” means Regulation (EU) 2016/679 (commonly known as the General Data Protection Regulation) as amended from time to time.
- 1.4. References to “**Controller**,” “**Data Subject**,” “**Personal Data**,” “**Data Breach**,” “**Processor**,” “**Processing**,” and “**Supervisory Authority**” have the meanings defined in the EU Data Protection Legislation. References to “**Sub-Processor**” mean another processor appointed by a processor.

2. Status of This Exhibit.

- 2.1. This Exhibit supplements the terms of the Agreement. It forms part of the Agreement.
- 2.2. This Exhibit applies only to Customer Data that includes (or might potentially include) Personal Data in circumstances where the Processing of that Personal Data is subject to EU Data Protection Legislation.
- 2.3. If this Exhibit is inconsistent with any other provisions of the Agreement, the parties intend that the provisions of this Exhibit should prevail to the extent of such inconsistency.

3. EU Data Protection Legislation.

- 3.1. For all Personal Data provided to NetDocuments by or on behalf of Customer for Processing under the Agreement, the parties intend that Customer is the Controller and NetDocuments is the Processor of the Personal Data.
- 3.2. Except for (i) login details of Service Users; and (ii) Customer Data that happens to include Personal Data and is supplied to NetDocuments personnel by Customer in a manner other than by uploading it or otherwise transmitting it as Customer Data to the Services (there being no obligation or expectation of such supply), NetDocuments represents and Customer agrees as follows:
 - 3.2.1. Customer Data is Processed by NetDocuments using encryption methods that render the Customer Data unintelligible to NetDocuments personnel and any software other than for the normal operation of the Services;
 - 3.2.2. even if the Customer uses the features of the Service to identify Customer Data that contains Personal Data, such attributes of Customer Data are unintelligible to NetDocuments personnel;
 - 3.2.3. NetDocuments is therefore unable to:
 - 3.2.3.1. ascertain whether Customer Data includes Personal Data (and NetDocuments therefore treats all Customer Data as if it might include Personal Data);
 - 3.2.3.2. ascertain whether Customer Data includes any special categories of Personal Data (and NetDocuments will not treat any such Customer Data any differently);
 - 3.2.3.3. ascertain whether the Services are used by Service Users to Process Personal Data outside the European Economic Area;
 - 3.2.3.4. determine when Personal Data ought to be deleted or when Processing of Personal Data ought to cease;
 - 3.2.3.5. take any steps to comply with the rights of Data Subjects for access to Personal Data, rectification or erasure of Personal Data, data portability, rights to be forgotten, or to act upon any notices from Data Subjects; or
 - 3.2.3.6. keep a record of Processing with any greater information than that which is required to be kept by NetDocuments pursuant to the Agreement and this Exhibit.
 - 3.2.4. Subject to the foregoing limitations, and to the extent NetDocuments is able to, NetDocuments will:
 - 3.2.4.1. Process the Personal Data only on documented instructions from the Customer, including with regard to transfers of Personal Data to a third country or an international organisation, unless required to do so by

European Union law or the laws of a member state of the European Union to which NetDocuments is subject. In that case, NetDocuments shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest;

- 3.2.4.2. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 3.2.4.3. take all measures and implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons;
- 3.2.4.4. if there is a Personal Data breach in relation to any Customer Data, notify the Customer without undue delay and, where practicable, within 48 hours and thereafter assist the Customer with its obligations to notify the Personal Data breach to a supervisory authority;
- 3.2.4.5. provide the Customer with reasonable assistance to undertake data protection impact assessments in relation to Processing of Personal Data pursuant to the Agreement and reasonable assistance requested by Customer in relation to any consultation with a supervisory authority that the Customer carries out in relation to such assessment, provided Customer bears the cost of NetDocuments preparing data protection impact assessments for the Customer or providing reasonable assistance in consultation with a supervisory authority;
- 3.2.4.6. at the choice of the Customer, securely delete or enable Customer to download all Customer Data (and thereby ensure the deletion or return of all Personal Data) to the Customer after the end of the Services as described in the Agreement;
- 3.2.4.7. make available to the Customer its standard Due Diligence Response (DDR) package which contains all information necessary to demonstrate compliance with the obligations in this section 3. Additionally, NetDocuments will allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, provided Customer bears the cost of the audit and auditors; and
- 3.2.4.8. immediately notify the Customer if, in NetDocuments' opinion, an instruction infringes Data Protection Legislation.

4. Protection of Personal Data. If the Customer uses the Services to Process any Customer Data that includes Personal Data in circumstances where the Processing of that Personal Data is subject to EU Data Protection Legislation, for the purpose of ensuring adequacy as required by Article 45 of GDPR:

- 4.1. at the date of this Addendum, NetDocuments is certified with the Privacy Shield Framework (see www.privacyshield.gov);
- 4.2. NetDocuments shall use commercially reasonable efforts to remain certified with the Privacy Shield Framework for so long as the scheme continues and is generally recognized as satisfying the requirements of Article 45 of the EU Data Protection Legislation; and
- 4.3. NetDocuments shall, upon request by Customer, execute in favor of the Customer Standard Contractual Clauses recognized by GDPR.

Exhibit B—NetDocuments Service Levels and Support

1. Definitions.

- 1.1. “**Downtime**” is any period during which Customer is unable to access or use a Service as a result of a Service Outage but excludes periods of Network Maintenance and Force Majeure Events.
- 1.2. “**Maintenance Window**” means periods of time when NetDocuments is performing scheduled Network Maintenance.
- 1.3. “**Network Maintenance**” means work on the ND Network to facilitate ongoing operations, including updates to the Services. Scheduled Network Maintenance will take place during Maintenance Windows. Emergency Network Maintenance may take place any time NetDocuments’ reasonably perceives a threat to the ND Network or the Services. The Services may not be available during periods of Network Maintenance.
- 1.4. “**Services Availability**” or “**Uptime**” for any 12-month period shall be the percentage determined by dividing (a) the net of the total number of minutes per year minus the total number of minutes of Downtime per year by (b) the total the number of minutes per year.
- 1.5. “**Services Outage**” means a period of time in which the ND Network is generally inaccessible to customers due to failures of the ND Network. Network Maintenance, Force Majeure Events, and failure of Customer Systems, including connectivity between Customer Systems and the Internet, are not Service Outages.

2. **Services Availability.** NetDocuments shall endeavor to maintain a 99.9% Services Availability per year, subject to Network Maintenance. NetDocuments will monitor Service Availability and will make Service Availability metrics available to Customer via the NetDocuments Trust website or a similar function. If Customer experiences what it believes is a Service Outage, Customer shall promptly notify Help Desk Support using the procedures described in Section 5 of this Exhibit. In the event of a Service Outage, NetDocuments shall restore the respective Service as soon as practical under the circumstances. NetDocuments shall use commercially reasonable efforts to provide Digital Notice of the status of the Service and correct issues and interruptions to the Services.

3. **Maintenance Windows.** Except for emergency Network Maintenance, NetDocuments will use reasonable efforts provide 10 days’ notice of Maintenance Windows. Digital Notice will be provided, and the date and time of the Maintenance Window will be posted on the NetDocuments support webpage. Whenever possible, Maintenance Windows will be outside of business hours in Customer’s Service Region.

4. Credits for Service Outages.

- 4.1. Eligibility for Service Credits. To be eligible for Service Outage Credits (as defined below), Customer must: (a) be in compliance with its obligations under the Agreement, including obligations regarding Customer Systems; and (b) log a report through the NetDocuments support website. The date/time stamp on the logged report through the NetDocuments support website reporting any Service Outage will be used as the commencement time for the calculation of any Service Outage Credits due. NetDocuments will post on the NetDocuments support website a date/time stamp verifying the end time of the Service Outage.
- 4.2. Service Credits. If Service Outages reported by Customer and confirmed by NetDocuments during any calendar year during the Term result in Service Availability of a Service falling below 99.9% on an annualized basis in such calendar year (the “**Service Credit Threshold**”), NetDocuments shall provide “**Service Outage Credits**” as follows with respect to such Service: All Service Outages incidents logged by Customer during the calendar year will be totaled at the end of the calendar year, and if requested by Customer within 30 days following the respective calendar year, will be evaluated against the following schedule to determine any Service Outage Credit due. The Service Outage Credit will be applied to the Customer’s next installment of its Subscription Fee following the end of the calendar year. If applicable, any “startup” months prior to the Billing Date identified in any Order are excluded from the calculation of any Service Outage Credits. Service Outage Credits will only be applied against future Subscription Fees. If Customer terminates the Agreement, any accrued and unapplied Service Outage Credits are lost. The parties agree that Service Outage Credits are a fair estimate of the damages that Customer will incur for each event for which a Service Outage Credit is granted in the Agreement, that the actual damages incurred by Customer in each such event would be difficult and costly to determine, and that Service Outage Credits are liquidated damages awarded in lieu of actual damages incurred by Customer. Service Outage Credits are the sole and exclusive remedy of Customer with respect to the incident or event with respect to which such Service Outage Credits are credited to Customer by NetDocuments, subject to and as limited by the provisions of Section 10 of this Agreement. If Customer is domiciled in Australia, this Section 4.2 shall not limit any remedy available to Customer under the ACL, if and to the extent the ACL applies.

Cumulative Services Outages Above Service Credit Threshold	Service Outage Credit (Number of days * annualized subscription fee for respective Service(s) / 365)
1 minute to 120 minutes	1 day
121 minutes to 240 minutes	2 days
241 minutes to 480 minutes	4 days
481 minutes to 960 minutes	8 days
961 minutes or more	16 days

5. **Priority Definitions and Target Responses for Service Outages.** The Service Outage priority definitions and target responses are as set forth below. Target response times and target status updates are provided by Digital Notice. NetDocuments shall cooperate with Customer to determine the priority level of an event reported by Customer. Adverse internet issues beyond NetDocuments' control may impact the stated time frames.

Priority Level	Scope	Target Initial Response Time	Target Status Update Time
1	Any Service Outage	45 minutes	Hourly
2	Any failure of search, write or other material functions of a Service for general users that do not represent a Service Outage.	4 hours, if request is submitted during normal business hours in Customer's Service Region, or 16 hours if request is outside normal business hours	Once each business day
3	Any failure of a Service that affects the functionality of the Service for general users and is not a Priority 1 or Priority 2 request.	24 hours, if request is submitted during normal business hours in Customer's Service Region, or 48 hours if request is outside normal business hours	As needed

6. **NetDocuments Help Desk Support.** Help Desk Support is the means by which NetDocuments provides technical advice to Customer by Customer's Administrative Contacts or Help Desk Contacts designated by Customer. Training of Service Users and Services support other than that listed above is to be provided by Customer's information technology staff, and NetDocuments has no obligation or responsibility to provide Help Desk Support (or any other support) directly to Service Users or any to provide technical support for software or services not provided by NetDocuments as part of the Services or with respect to Customer Systems.

6.1. **Requesting Help Desk Support From NetDocuments.** Help Desk Support is available to Customer's Administrative Contacts or Help Desk Contacts 24 hours/day, 7 days/week, 52 weeks/year on an as-available basis. Customer's Help Desk Contacts can submit support requests as follows:

6.1.1 **Requests through Support System.** Requests may be submitted at <https://support.netdocuments.com> (or by such other digital means as directed by NetDocuments from time to time by Digital Notice). Follow-up of a request can be provided either via phone or digital means at the discretion of NetDocuments Help Desk Support personnel.

6.1.2 **Telephone requests.** Telephone requests shall be to the telephone number provided on the NetDocuments support website.

Requests should include the following information: the name and customer association of the individual submitting the request, asserted priority level, date and time of the occurrence, complete description of the issue, including steps to recreate the problem, the text of any error messages, and relevant information about the Service User's environment.

At the request of Customer, NetDocuments Help Desk Support personnel may have limited access to Customer Systems or Customer Data to resolve support issues. Customer agrees it will use all reasonable efforts to ensure Customer Data it shares with NetDocuments Help Desk Support personnel does not contain Personal Data or sensitive information.

Help Desk Support may be provided by NetDocuments personnel or subcontractors in regions other than Customer's Service Region. If Customer's policies or applicable law restricts the access to or use of Customer Data outside of a specific geographic location, Customer must notify NetDocuments Help Desk Support personnel prior to sharing any Customer Data.

Exhibit C—NetDocuments Security

NetDocuments employs a comprehensive range of procedures, tools, and independent services to provide industry-leading security for data stored in the Services. Below is a summary of NetDocuments' existing security features as of the date of this Agreement. NetDocuments will use reasonable efforts to update its security standards, policies, and procedures from time to time to keep pace with changes in industry standards or to comply with legal or regulatory requirements. Accordingly, NetDocuments reserves the right to make changes to its security measures or any of the policies or procedures identified herein but will not make changes that will decrease the overall security of the Services or Customer Data.

1. **Safeguarding Customer Data.** NetDocuments will maintain appropriate administrative, organizational, technical, and physical safeguards designed to: (a) ensure the security, confidentiality, and availability of Customer Data, and (b) protect against Unauthorized Access to Customer Data while it is stored in the Services.
2. **Certifications and Standards.** NetDocuments will have a Type 2 SOC 2 audit for security, availability, and privacy undertaken annually and will maintain its certification to ISO 27001 or a comparable successor standard. Customer may download NetDocuments' then current Due Diligence Response package ("DDR"), which contains information sufficient for Customer to verify NetDocuments' certification and audit results, from the NetDocuments Security Center (available to repository administrators). All of the following controls are verified in NetDocuments Type 2 SOC 2 audit and ISO 27001 certification report.
3. **Security Controls and Audits.** NetDocuments has and will maintain an information security program that includes policies and procedures regarding physical security, handling of confidential information, employee background checks, network security, anti-virus/anti-malware protection, access control management, and incident response. NetDocuments conducts regular internal control assessments to validate that controls are designed and operating effectively. Issues identified from assessments are documented, tracked and remediated as appropriate.
4. **Physical Security of NetDocuments Facilities.** NetDocuments implements appropriate physical security controls, including physical access controls, at its facilities and requires its material vendors to implement comparable physical security standards. Access to NetDocuments facilities is limited to authorized individuals, validated through photo identification badges, and logged. NetDocuments removes physical access when access is no longer required and as a component of the employee termination process.
5. **Physical Security of Data Centers.** NetDocuments requires data center vendors to meet industry-standard physical security controls. NetDocuments conducts internal audits of all data centers annually, and all data centers are included in the scope of NetDocuments annual ISO 27001 certification audit.
6. **Human Resource Security.** NetDocuments' employees sign a confidentiality agreement and acknowledge security policies during the employee on-boarding process and annually for the term of employment. In addition, NetDocuments conducts training annually on its security policies and processes. NetDocuments conducts background verification and credit checks in accordance with applicable law during the hiring process and annually for the term of an employee's employment.
7. **ND Network Security.** In the course of providing the Services, NetDocuments shall, at a minimum:
 - 7.1. cause the ND Network to include a multi-tier server structure consisting of web servers, directory servers, database servers, and index servers in which each class of server is highly available without a single point of failure;
 - 7.2. deploy within the ND Network a managed firewall and intrusion detection system that includes monitoring for Unauthorized Access;
 - 7.3. store Customer Data that has been saved on the ND Network using the Services (and which has not been subsequently deleted) in highly available storage located at two or more geographically separate data centers;
 - 7.4. provide technology for local echoing on compatible access devices, subject to proper activation, configuration and management of the relevant access devices by Customer;
 - 7.5. connect the ND Network to the Internet with redundant high-capacity Internet service providers;
 - 7.6. ensure the data centers that host the ND Network are supported by backup power generators designed to provide at least 48 hours of power in case of a major power outage;
 - 7.7. encrypt Customer Data in transit and at rest using industry-standard encryption protocols; and
 - 7.8. employ virus and malware scanning software on all corporate networks and compensating controls to protect against viruses and malware on production networks.

8. **Access Controls.** NetDocuments manages access to internal networks through Active Directory user groups. NetDocuments allocates permissions and privileges on a least privilege principle. NetDocuments assigns network and data access rights based on user groups and job function. Active Directory requires minimum password parameters for access to NetDocuments' internal networks. NetDocuments removes access to NetDocuments' networks when access is no longer required and as a component of the employee termination process.
9. **Logging and Monitoring.** NetDocuments will employ logging mechanisms within the Service to permit Customer to review document-level events and administrative changes for the previous 90 days. Details about the Consolidated Activity Log and Administrative Activity Log can be found on the NetDocuments support website. NetDocuments also logs comprehensive information regarding the functionality of the ND Network. NetDocuments maintains its log information for at least 1 year.
10. **Penetration Testing and Vulnerability Scans.** NetDocuments will perform regular penetration tests to be completed by independent third parties to assess the ND at least twice per 12-month period. NetDocuments will perform vulnerability scans (internal and external) of the ND Network to detect vulnerabilities at least once per month. NetDocuments will remediate critical and high-risk vulnerabilities promptly.
11. **Notification and Remedial Actions.** NetDocuments will continuously monitor the ND Network for Unauthorized Access. NetDocuments will report any confirmed Unauthorized Access to Customer without unreasonable delay, not to exceed 24 hours. NetDocuments will use commercially reasonable efforts to remedy any confirmed Unauthorized Access promptly, perform a root cause analysis, and develop a future incident mitigation plan with regard to any Unauthorized Access affecting Customer Data.
12. **Secure Development.** NetDocuments' Software Development Life Cycle (SDLC) methodology governs the acquisition, development, implementation, configuration, maintenance, modification, and management of software components. NetDocuments developers use secure coding guidelines based on leading industry standards and receive annual secure coding training. For each release, NetDocuments performs a security architecture review and conducts vulnerability scans and dynamic and static code reviews in the development environment. Identified vulnerabilities and coding defects are resolved prior to implementation, and an internal rollout is performed to test and troubleshoot the product release prior to placing it in production. NetDocuments utilizes a code versioning control system to maintain the integrity and security of application source code. Access privileges to the source code repository are reviewed quarterly and limited to authorized employees.
13. **Change Management.** NetDocuments follows documented change management policies and procedures for requesting, testing, and approving application, infrastructure, and Service-related changes. Dedicated environments separate from production exist for development and testing activities. Logical access controls requiring two-factor authentication secure these separate environments. Only authorized individuals can move code into production.
14. **Assistance with Audit Requests.** NetDocuments will provide Customer reasonable assistance in responding to Customer's clients' requests for information about NetDocuments' security policies and procedures applicable to Customer Data, subject to reasonable confidentiality measures required by NetDocuments and Customer's payment of NetDocuments' then-current fees for customer audit support requests.



(March 30, 2020)

CITY OF NORTH PORT, FLORIDA

4970 City Hall Blvd

North Port, FL 34286

www.cityofnorthport.com

REQUEST FOR QUOTE

(Not an Order)

(Cloud based or server hosted document management software)

RFQ No.: **2020-02CAO**

3/30/2020

The City of North Port, FL, hereinafter referred to as the “City”, is requesting quotes for the items listed herein. You are invited to submit your Firm Price Quote to furnish, deliver, and/or install all items, or provide the services as described herein, in strict accordance with the Instructions to Quoters, Terms and conditions, Specifications, and drawings contained in this Request for Quote (RFQ).

City’s Requesting Department:	
City Attorney’s Office	
4970 City Hall Blvd.	
North Port, FL 34286	
Attn: April Belverstone	
Phone: (9411) 773-9222	
Email: abelverstone@cityofnorthport.com	

KEY DATES:

- 1. LAST DAY FOR QUESTIONS:** April 9, 2020, AT 5:00 P.M. See the section below titled “Clarification and Additional Information” for further details.
- 2. QUOTE DUE DATE:** April 13, 2020, AT 5:00 P.M. *Late responses will not be considered. Electronic questions and submittals shall be made to the above-listed contact person.*

INSTRUCTIONS TO QUOTERS:

To be considered, your properly completed Quote must be received by the City’s Requesting Department by the Due Date above. Quotes must be delivered to the City’s Requesting Department via email, facsimile, or in person. The Quote Form below must be completed and returned if submitting a Quote. All other quote documents submitted will be rejected.

Do not submit a Quote for more than \$34,999.99. In the event no responsive and responsible quotes are received under this quote threshold, the City may elect to cancel this RFQ and re-solicit using another procurement method. If in your opinion the goods and or services specified herein cannot be delivered or performed under this dollar threshold, please notify the City’s Requesting Department via email.

1. Refer to this RFQ Number on all correspondences related to this RFQ.
2. Your Quote **MUST** comply with the specifications, drawings, terms and conditions, and instructions contained herein.
3. Prices quoted are to be freight included or firm freight amount is to be listed.
4. Material markup shall not exceed industry standard for a municipality.
5. Any applicable travel should be portal (the Contractor location) to portal (City of North Port – one travel, not to our facility and then again to any individual location of work.)

QUOTE PRICES/TERMS OF CONTRACT (For Annual Contracts): Contractors shall quote unit prices, F.O.B. Destination as specified herein, for the purchase and/or installation of the goods, or performance of the services specified herein. Such prices shall include Vendor's cost in full for all transportation, labor, materials, consumables, and equipment used in delivering said materials to the point of delivery, or performance of the services. The term of this contract shall be from the date of award through and including **DATE**, with an option to renew for two (2) additional one (1) year terms, by mutual consent, at the same prices, terms and conditions.

CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City's Requesting Department in written form via email as a request for interpretation no later than the date listed below.

Interpretations made will be in the form of an addendum to the documents. The City will attempt to notify all prospective quoters of addenda issued to the quote documents; however, it shall be the responsibility of the quoter, prior to submitting their quote, to contact the City's Requesting Department to determine if addenda were issued, acknowledging and incorporating it into their quote. Receipt of all addenda by each quoter should be acknowledged on the quote form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City is not responsible for quotes not submitted on time.

The deadline to submit questions is April 9 AT 5:00 P.M

EXAMINATION OF REQUEST FOR QUOTE DOCUMENTS/SITE: Prior to submission of the Quote Form, quoters shall carefully examine the terms and conditions in this document, special provisions, and all other related quote documents, including all modifications thereof, incorporated in the quote package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this Contract.

Examination of site: Prior to submitting the quote form, each quoter shall examine the site and all conditions thereon during the pre-quote meeting, if applicable or as requested. All Quote Forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself/herself with such conditions will in no way relieve the successful Quoter from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications and drawings (if applicable).

ESTIMATED QUANTITIES: It is understood that the quantities contained herein are approximate only and are solely for the purpose of facilitating the comparison of quotes, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Scope of Work, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Quoter wishes to make a substitution to the specifications, the

Quoter shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A quote containing substitution is subject to disqualification if the City does not approve the substitution.

ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of quotes, the following will be utilized in resolving arithmetic discrepancies found on the face of the quote forms as submitted by quoters:

- Obviously misplaced decimal points will be corrected.
- In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of quote evaluation, the City will proceed on the assumption that the quoter intends his/her quote be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the quote will be so reflected on the tabulation of quotes.

FORM OF CONTRACT: The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the City and a purchase order if applicable, shall constitute a binding contract (hereinafter “contract documents”). The Quoter shall be required to perform according to the Quoter’s submitted Quote Form and the City’s quote package when a purchase order, signed by the Purchasing Manager, is transmitted to the Quoter. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Quoter. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Quoter to forfeiture of the bid bond (if applicable) or other posted security and other possible penalties.

NON-EXCLUSIVE CONTRACT: Award of this Quote shall not require the City to use the Contractor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The City reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

CITY RESERVED RIGHTS: The City reserves the right to accept or reject any and/or all quotes in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the Quote(s) that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the Quote(s) and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response, the Quote may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

DEFINITIONS:

- **Addenda:** a written change to a solicitation.
- **Contract:** The submitted Quote forms signed by the Contractor, together with the complete quote solicitation and any Purchase Order(s) furnished by the City shall constitute a binding contract.
- **Contractor or Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.
- **Quote or Submittal:** Any offer submitted in response to this RFQ, including all applicable forms.
- **Quoter:** One that submits a quote in response to this request for quote.
- **Responsible:** Refers to a quoter that has the capacity and capability to perform the work required under a Request for Quote and is otherwise eligible for award.
- **Responsive:** Refers to a quote that contains no exceptions or deviations from the terms, conditions, provisions, specifications, and drawings (if applicable) as set forth in the Request for Quote.
- **Request for Quote (RFQ):** This solicitation document, including any and all addenda.

- Solicitation: This written document requesting quotes from the marketplace.

TERMS AND CONDITIONS:

In the event of any conflict between the Terms and Conditions of this RFQ and the City's Purchase Order Terms and Conditions the following Terms and Conditions shall control:

FREIGHT: FOB Destination, City of North Port, FL.

WARRANTY: All warranties express and implied, shall be made available to the City for goods, equipment, and services covered by this solicitation. Contractor warrants that all workmanship, materials, and equipment will be new and in accordance with industry standards for a period of one (1) year of completion of the work or delivery of the goods. Any defective workmanship or nonconforming materials or equipment will be immediately removed and replaced by Contractor at its expense. Failure on the part of the City to reject inferior workmanship or to note nonconforming materials or equipment will not be construed to imply acceptance by the City. The terms and conditions of this solicitation may supersede the manufacturer's standard warranty.

TAXES: The City is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

PAYMENT: The City's Finance Department shall issue payments in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Chapter 218, upon receipt of the Contractor's invoice and written approval of same by the City's Requesting Department indicating that the goods and services have been delivered and/or performed in conformity with this Request for Quote.

The City reserves the right to pay for purchases made under any Contract resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards. When payment is received utilizing the City credit card, an original invoice should not be mailed to the City's Finance Department. Only the detailed/itemized credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

Once commencing the project, the operation must be continuously prosecuted during normal business hours to its completion. At no time shall the Contractor suspend work for any reason, for more than seven (7) calendar days, excluding delays granted by the City for inclement weather.

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Terms and Conditions and/or Technical Specification shall result in the Contractor being considered in default and subject to termination of this Contract.

TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the Contractor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The Contractor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Contractor.

Termination by Contractor: Contractor shall have the right to terminate services only in the event of the City failing to pay Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

COMPLETION OF THE PROJECT: The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

1. All punch list items have been addressed to the satisfaction of the City,
2. All testing has been completed and results are satisfactory,
3. Record Drawing requirements have been accepted and approved by the City and all other governmental agencies, if applicable,
4. All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements and,
5. All release of liens has been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

SUB-CONTRACTING: The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without written consent of the City. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work to the City for approval. With the City's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting **to not less than 50%** of the total Contract amount. The request will be deemed acceptable by the City, for purposes of the City's consent, unless the City notifies the Contractor within five (5) business days of receipt of the request that the City is not consenting to the requested subletting.

PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he/she shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all risk and costs arising therefrom. It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or all other Federal, State or City law(s), code(s) and ordinance(s), as each may apply.

STATE REGISTRATION REQUIREMENTS: Any quoter required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a quote in response to this Request for Quote shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

DAMAGES: The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection as deemed necessary by the City, and any of its personnel to prevent damage, injury or loss to the traveling public, employees on the job and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.

The Contractor shall be responsible for the protections of adjoining property which may include, but not be limited to mailboxes, sprinkler systems, conduits, landscaping ornaments, trees, shrubs, lawns, walks, pavements, driveways, sidewalks, roadways, structures and utilities, not designated for removal, relocation or replacement in the course of the work. Areas adjacent to the work that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City.

If applicable, mailboxes shall be kept in service to the satisfaction of the US Postal Service and the City, until they are permanently restored to their proper location upon the completion of the work. Driveways and City roads impacted during the work shall be temporarily restored as soon as possible and maintained on a continual basis to minimize the impact on the homeowners' and/or business owners' egress and access. These provisions apply to the warranty period after City approval of completion of the Contract. The work limits at each work zone area shall be agreed to by the Contractor and the City prior to any work programs. Any damage outside the agreed work zone area shall be the responsibility of the Contractor to restore.

Accidents:

The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

Cleaning Up:

The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a quote, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

DECLARATION OF EXEMPTION FROM PUBLIC RECORD: In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

- b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics,

or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project 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, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; EMAIL: Publicrecordsrequest@cityofnorthport.com.

Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

UNAUTHORIZED ALIEN WORKERS: The City will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the City.

EQUAL EMPLOYMENT OPPORTUNITY: The City, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Contractors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All Contractors are hereby notified that the successful Contractor must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act.

1. No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
2. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
3. Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
4. City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that City shall have the right to terminate this Contract upon receipt of evidence of discrimination.

FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

REQUIRED DOCUMENTATION (IF APPLICABLE): To be considered, please submit copies of all applicable and appropriate licenses and certifications.

CRITERIA FOR AWARD: The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible quoter(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City's decision will be final.

The City reserves the right to reject the quote of any quoter who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

It is expressly understood by the City and the Contractor that award of the Contract is contingent upon appropriation of funds by the City Commissioners.

SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS:

Secure, cloud-based document management software that will integrate with Xakia case management software and should include:

- Document creation, editing, tracking user changes, automatic version updates;
- Outlook add-ins to include prompts to save emails to the file upon sending;
- Preview window for viewing, editing, and copying document without opening;
- Ability to run document queries;
- Export all documents within one file at one time, easily and quickly;

- Ability to share documents by providing others with a link, under secure data protection with encryption; share downloadable or read only, notification when document is viewed, see most updated version when opening, expiration date for viewing, show history of who, when and how someone viewed document;
- Document grouping, folders within files for organizing, which should be customizable;
- Advanced search options - all document types, including PDFs and scanned documents, need to be searchable, including full text, not just document titles; additional ability to search by file name or client; and ability to apply filters to each search;
- Pin to toolbar recently viewed documents or emails;
- Compatibility with common internet browsers (ideally Chrome); and
- Must integrate with Xakia case management software.

To better decide if right for our office, please provide:

- Bullet list or materials outlining all document management and email management features, including security;
- Pricing should include an itemization for all applicable fees, including but not limited to set up fee, monthly user fee, document migration fee, and maintenance fee, if any. Include the discounted government rate for each, if applicable, and how much data is included for this price;
- The price to add additional data or space, and additional users;
- Whether the vendor will accept a purchase order or whether a contract is required;
- The minimum term requirement (month-to-month, one year, etc.) for all recurring fees; and
- At least three references of in-house governmental legal departments using this product for at least the last 6 months (ideally in combination with Xakia).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SEE NEXT PAGES FOR QUOTE FORM.

QUOTE SUBMITTAL SIGNATURE FORM

The signature below is a guarantee that the Quoter shall not withdraw his/her quote for a period of **ninety (90) days after the scheduled quote due date**. If notified of the acceptance of the quoter’s submittal, the undersigned agrees to accept the form of contract designated in this RFQ by the City for the stated compensation in the form as prescribed by the City.

The undersigned further certifies that he/she has read the Request for Quotation, Terms and conditions, Insurance Requirements and any other documentation relating to this request and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the Contractor acknowledge receipt of same. The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the quote price.

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Company Information

Type of Organization (Please Check One):

Individual Ownership _____ **Joint Venture** _____ **LLC/LLP** _____
Partnership _____ **Corporation** _____ **OTHER** Australian Proprietary Limited company

Federal Identification Number: Australian ABN - 59 627 057 998

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,

In what state was it created: Queensland, Australia

Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

Does it use a registered fictitious name: Yes or No

DBA (if any): _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE FORM

Line Item #	Description of Services/Specifications/Items	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	Fyler user licenses – Per month	5	User	\$15	\$75
2	Migration of existing data from Legal Files	1		\$7,500	\$7,500
3	Migration of existing data from Shared Drive – If required *This would require some additional scoping to understand how much needs to be imported, so there is just a rough, per GB transfer fee included	TBA	GB	\$25	TBA
Sub-Total					\$7,575
Freight (IF NOT INCLUDED IN UNIT PRICES)					

TOTAL PRICE: \$ 7,575 _____

Estimated Delivery Lead Time (After Receipt of Order): 30 days _____

Discount (if applicable): _____

Quoter Comments:

There will need to be additional scoping done regarding the migration, especially from the shared drive as I am sure you will not want to migrate all 4.32 TB of data.

COMPANY NAME: Verlata Technologies Pty Ltd

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Jason Mills

SIGNATURE:  _____ **DATE:** 13 April 2020

A COMPANY SPECIFIC PRICING SHEET MAY BE PROVIDED IN LIEU OF THIS QUOTE FORM; HOWEVER, EITHER OF THE TWO MUST BE COMPLETED, SIGNED AND RETURNED IN ORDER TO BE CONSIDERED.

CONFLICT OF INTEREST FORM

The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Quoters shall disclose any such potential conflicts on the provided Conflict of Interest Form. Quoters are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Quoter is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

Please indicate if the following applies:

PART I.

- I am an employee, public officer or advisory board member of the City
_____ (List Position or Board)
- I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____
- An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.
Name: _____
- Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____
- None of The Above

PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
- I will NOT request an advisory board member waiver under §112.313(12)
- N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any contractors whose conflicts are not waived or exempt.

COMPANY NAME: Verlata Technologies Pty Ltd

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Jason Mills

SIGNATURE:  DATE: 13 April 2020

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

SCRUTINIZED COMPANY CERTIFICATION FORM

Company Name: <u>Verlata Technologies Pty Ltd</u>
Authorized Representative Name and Title: <u>Jason Mills - Director</u>
Address: <u>Level 24, 324 Queen Street</u> City: <u>Brisbane</u> State: <u>Queensland</u> ZIP: <u>4000</u>
Phone Number: <u>+61418661181</u> Email: <u>jason.mills@fyler.app</u>
Address: <u>Level 24, 324 Queen Street, Brisbane, QLD, Australia, 4000</u>

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

- This quote, bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

- This quote, bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.
Certified By:  AUTHORIZED REPRESENTATIVE SIGNATURE
Print Name and Title: <u>Jason Mills - Director</u>
Date Certified: <u>13 April 2020</u>

RFQ No.: 2020-01CAO

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE

DRUG FREE WORKPLACE FORM

The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that this Drug Free Workplace Affidavit accompany the submittal. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any quoter who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted quotes at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that Verlata Technologies Pty Ltd does:
(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

NAME/TITLE OF PERSON AUTHORIZED TO BIND: JASON MILLS

SIGNATURE: 

DATE: 13 April 2020

STANDARD INDEMNIFICATION AGREEMENT (NON-CONSTRUCTION/NON-DESIGN PROFESSIONAL)

THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH THE QUOTE IF CONTRACTOR IS REQUIRED TO PERFORM SERVICES PURSUANT TO THIS RFQ.

The **CONTRACTOR** shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **CONTRACTOR**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **CONTRACTOR** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery to the address provided below. Notification may also be provided by fax transmission to the number provided below.

The **CITY** shall provide all available information and assistance that the **CONTRACTOR** may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **CONTRACTOR's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

COMPANY NAME: _____

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

DATE: _____

REFERENCES/CLIENT LISTING

THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH THE QUOTE ONLY IF CONTRACTOR IS REQUIRED TO PERFORM SERVICES PURSUANT TO THIS RFQ.

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

1. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Product Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

2. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Product Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

3. Company/Entity Name: _____

Address: _____

City: _____ State _____ Zip Code _____

Name of Contact Person: _____ Title: _____

Telephone# _____ Fax: _____ E-Mail: _____

Contract Period: _____

Type of Product Supplied: _____

Governmental or Private: _____ Dollar Value of Contract \$ _____

(March 30, 2020)

CITY OF NORTH PORT, FLORIDA

4970 City Hall Blvd

North Port, FL 34286

www.cityofnorthport.com



REQUEST FOR QUOTE

(Not an Order)

(Cloud based or server hosted document management software)

RFQ No.: 2020-02CAO

3/30/2020

The City of North Port, FL, hereinafter referred to as the “City”, is requesting quotes for the items listed herein. You are invited to submit your Firm Price Quote to furnish, deliver, and/or install all items, or provide the services as described herein, in strict accordance with the Instructions to Quoters, Terms and conditions, Specifications, and drawings contained in this Request for Quote (RFQ).

City’s Requesting Department:	
City Attorney’s Office	
4970 City Hall Blvd.	
North Port, FL 34286	
Attn: April Belverstone	
Phone: (9411) 773-9222	
Email: abelverstone@cityofnorthport.com	

KEY DATES:

- 1. LAST DAY FOR QUESTIONS:** April 9, 2020, AT 5:00 P.M. See the section below titled “Clarification and Additional Information” for further details.
- 2. QUOTE DUE DATE:** April 13, 2020, AT 5:00 P.M. *Late responses will not be considered. Electronic questions and submittals shall be made to the above-listed contact person.*

INSTRUCTIONS TO QUOTERS:

To be considered, your properly completed Quote must be received by the City’s Requesting Department by the Due Date above. Quotes must be delivered to the City’s Requesting Department via email, facsimile, or in person. The Quote Form below must be completed and returned if submitting a Quote. All other quote documents submitted will be rejected.

Do not submit a Quote for more than \$34,999.99. In the event no responsive and responsible quotes are received under this quote threshold, the City may elect to cancel this RFQ and re-solicit using another procurement method. If in your opinion the goods and or services specified herein cannot be delivered or performed under this dollar threshold, please notify the City’s Requesting Department via email.

1. Refer to this RFQ Number on all correspondences related to this RFQ.
2. Your Quote **MUST** comply with the specifications, drawings, terms and conditions, and instructions contained herein.
3. Prices quoted are to be freight included or firm freight amount is to be listed.
4. Material markup shall not exceed industry standard for a municipality.
5. Any applicable travel should be portal (the Contractor location) to portal (City of North Port – one travel, not to our facility and then again to any individual location of work.)

QUOTE PRICES/TERMS OF CONTRACT (For Annual Contracts): Contractors shall quote unit prices, F.O.B. Destination as specified herein, for the purchase and/or installation of the goods, or performance of the services specified herein. Such prices shall include Vendor's cost in full for all transportation, labor, materials, consumables, and equipment used in delivering said materials to the point of delivery, or performance of the services. The term of this contract shall be from the date of award through and including **DATE**, with an option to renew for two (2) additional one (1) year terms, by mutual consent, at the same prices, terms and conditions.

CLARIFICATION AND ADDITIONAL INFORMATION: Discrepancies, omissions, or questions about the intent of the documents will be submitted to the City's Requesting Department in written form via email as a request for interpretation no later than the date listed below.

Interpretations made will be in the form of an addendum to the documents. The City will attempt to notify all prospective quoters of addenda issued to the quote documents; however, it shall be the responsibility of the quoter, prior to submitting their quote, to contact the City's Requesting Department to determine if addenda were issued, acknowledging and incorporating it into their quote. Receipt of all addenda by each quoter should be acknowledged on the quote form, indicating the addendum number and date of issue, therein becoming part of the Contract. No oral explanations shall be binding. The City is not responsible for quotes not submitted on time.

The deadline to submit questions is April 9 AT 5:00 P.M

EXAMINATION OF REQUEST FOR QUOTE DOCUMENTS/SITE: Prior to submission of the Quote Form, quoters shall carefully examine the terms and conditions in this document, special provisions, and all other related quote documents, including all modifications thereof, incorporated in the quote package, plus fully informing themselves as to all existing conditions and limitations that effect the work to be performed under this Contract.

Examination of site: Prior to submitting the quote form, each quoter shall examine the site and all conditions thereon during the pre-quote meeting, if applicable or as requested. All Quote Forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself/herself with such conditions will in no way relieve the successful Quoter from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications and drawings (if applicable).

ESTIMATED QUANTITIES: It is understood that the quantities contained herein are approximate only and are solely for the purpose of facilitating the comparison of quotes, and that the Contractor's compensation will be computed upon the basis of the actual quantities in the completed work, whether they be more or less than those shown.

DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the Scope of Work, all equipment, materials and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the Technical specifications, reference to any equipment, material, article or patented process, by trade name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the Quoter wishes to make a substitution to the specifications, the

Quoter shall furnish the City the name of the manufacturer, the model number and other identifying data and information necessary to aid in the City in evaluating the substitution. Such substitution shall be subject to City approval. Substitutions shall be approved only if determined by the City to be equivalent to the specifications. A quote containing substitution is subject to disqualification if the City does not approve the substitution.

ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of quotes, the following will be utilized in resolving arithmetic discrepancies found on the face of the quote forms as submitted by quoters:

- Obviously misplaced decimal points will be corrected.
- In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- Apparent errors in addition of lump sum and extended prices will be corrected.

For the purpose of quote evaluation, the City will proceed on the assumption that the quoter intends his/her quote be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the quote will be so reflected on the tabulation of quotes.

FORM OF CONTRACT: The submitted Quote Form signed by the Quoter, together with the complete quote package furnished by the City and a purchase order if applicable, shall constitute a binding contract (hereinafter “contract documents”). The Quoter shall be required to perform according to the Quoter's submitted Quote Form and the City's quote package when a purchase order, signed by the Purchasing Manager, is transmitted to the Quoter. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Quoter. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Quoter to forfeiture of the bid bond (if applicable) or other posted security and other possible penalties.

NON-EXCLUSIVE CONTRACT: Award of this Quote shall not require the City to use the Contractor for all work of this type, which may develop during the Contract term. This Contract is non-exclusive. The City reserves the right to concurrently Contract with other entities for similar work if it deems such action to be in the best interests of the City.

CITY RESERVED RIGHTS: The City reserves the right to accept or reject any and/or all quotes in whole or in part, to waive irregularities and technicalities, and to request resubmission with or without cause and/or to accept the Quote(s) that, in its judgment, will be in the best interest of the City. Also, the City reserves the right to accept all or any part of the Quote(s) and to increase or decrease quantities to meet additional or reduced requirement of the City. In the event the City receives only one response, the Quote may be either accepted or rejected by the City depending on available competition and the timely needs of the City.

DEFINITIONS:

- **Addenda:** a written change to a solicitation.
- **Contract:** The submitted Quote forms signed by the Contractor, together with the complete quote solicitation and any Purchase Order(s) furnished by the City shall constitute a binding contract.
- **Contractor or Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting Contract.
- **Quote or Submittal:** Any offer submitted in response to this RFQ, including all applicable forms.
- **Quoter:** One that submits a quote in response to this request for quote.
- **Responsible:** Refers to a quoter that has the capacity and capability to perform the work required under a Request for Quote and is otherwise eligible for award.
- **Responsive:** Refers to a quote that contains no exceptions or deviations from the terms, conditions, provisions, specifications, and drawings (if applicable) as set forth in the Request for Quote.
- **Request for Quote (RFQ):** This solicitation document, including any and all addenda.

- Solicitation: This written document requesting quotes from the marketplace.

TERMS AND CONDITIONS:

In the event of any conflict between the Terms and Conditions of this RFQ and the City's Purchase Order Terms and Conditions the following Terms and Conditions shall control:

FREIGHT: FOB Destination, City of North Port, FL.

WARRANTY: All warranties express and implied, shall be made available to the City for goods, equipment, and services covered by this solicitation. Contractor warrants that all workmanship, materials, and equipment will be new and in accordance with industry standards for a period of one (1) year of completion of the work or delivery of the goods. Any defective workmanship or nonconforming materials or equipment will be immediately removed and replaced by Contractor at its expense. Failure on the part of the City to reject inferior workmanship or to note nonconforming materials or equipment will not be construed to imply acceptance by the City. The terms and conditions of this solicitation may supersede the manufacturer's standard warranty.

TAXES: The City is exempt from Federal Excise and State Sales Taxes. The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

PAYMENT: The City's Finance Department shall issue payments in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Chapter 218, upon receipt of the Contractor's invoice and written approval of same by the City's Requesting Department indicating that the goods and services have been delivered and/or performed in conformity with this Request for Quote.

The City reserves the right to pay for purchases made under any Contract resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards. When payment is received utilizing the City credit card, an original invoice should not be mailed to the City's Finance Department. Only the detailed/itemized credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

CONTINUOUS PROSECUTION OF WORK: The Contractor shall continuously prosecute the work in accordance with the Contract Documents. Upon written direction from the City, the Contractor shall remove any personnel for the duration of the Contract, who fails to comply with the Contract Documents.

Once commencing the project, the operation must be continuously prosecuted during normal business hours to its completion. At no time shall the Contractor suspend work for any reason, for more than seven (7) calendar days, excluding delays granted by the City for inclement weather.

Correction of safety concerns will be given priority and shall be corrected as soon as practicable, but not later than 24 hours after discovery by the City and notification to the Contractor. Failure to comply with these Terms and Conditions and/or Technical Specification shall result in the Contractor being considered in default and subject to termination of this Contract.

TERMINATION OF CONTRACT:

Funding in Subsequent Fiscal Years: It is expressly understood by the City and the Contractor that funding for any successive fiscal years of the Contract is contingent upon appropriation of monies by the City Commissioners. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate or suspend this Contract, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.

The City reserves the right to terminate this Contract, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The Contractor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Contractor.

Termination by Contractor: Contractor shall have the right to terminate services only in the event of the City failing to pay Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.

COMPLETION OF THE PROJECT: The Completion of the project shall be accomplished and finalized prior to submittal of the application for final payment by the Contractor. The City shall determine the date of completion for the project when at the minimum, the following are met as well as all other conditions defined in the Contract Documents:

1. All punch list items have been addressed to the satisfaction of the City,
2. All testing has been completed and results are satisfactory,
3. Record Drawing requirements have been accepted and approved by the City and all other governmental agencies, if applicable,
4. All associated equipment and facilities necessary for the reliable operation of the project are complete in accordance with contract requirements and,
5. All release of liens has been submitted and are satisfactory to the City, certifying that all payrolls, material bills, and other indebtedness incurred by the Contractor in connection with this project have been paid in full.

SUB-CONTRACTING: The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof without written consent of the City. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work to the City for approval. With the City's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting **to not less than 50%** of the total Contract amount. The request will be deemed acceptable by the City, for purposes of the City's consent, unless the City notifies the Contractor within five (5) business days of receipt of the request that the City is not consenting to the requested subletting.

PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he/she shall promptly notify the City in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the City, he/she shall bear all risk and costs arising therefrom. It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or all other Federal, State or City law(s), code(s) and ordinance(s), as each may apply.

STATE REGISTRATION REQUIREMENTS: Any quoter required by Florida law to register to do business in this state shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, or 621, Florida Statutes, unless they are exempt. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a quote in response to this Request for Quote shall have complied with the applicable provisions of Chapter 620, Florida Statutes.

DAMAGES: The Contractor shall take all necessary precautions for the safety of and will provide the necessary protection as deemed necessary by the City, and any of its personnel to prevent damage, injury or loss to the traveling public, employees on the job and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.

The Contractor shall be responsible for the protections of adjoining property which may include, but not be limited to mailboxes, sprinkler systems, conduits, landscaping ornaments, trees, shrubs, lawns, walks, pavements, driveways, sidewalks, roadways, structures and utilities, not designated for removal, relocation or replacement in the course of the work. Areas adjacent to the work that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the City.

If applicable, mailboxes shall be kept in service to the satisfaction of the US Postal Service and the City, until they are permanently restored to their proper location upon the completion of the work. Driveways and City roads impacted during the work shall be temporarily restored as soon as possible and maintained on a continual basis to minimize the impact on the homeowners' and/or business owners' egress and access. These provisions apply to the warranty period after City approval of completion of the Contract. The work limits at each work zone area shall be agreed to by the Contractor and the City prior to any work programs. Any damage outside the agreed work zone area shall be the responsibility of the Contractor to restore.

Accidents:

The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the City accidents arising out of, or in conjunction with the performance of the work, whether in, or adjacent to, the site, which causes death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City. If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the City, giving full details of the claim.

Cleaning Up:

The Contractor shall, at such times as may be required by the City, remove from the City's property and from all public and private property, at his/her own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from his/her operations. All damaged areas will be restored by the Contractor to their original conditions and approved by the City. By submission of a quote, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

DECLARATION OF EXEMPTION FROM PUBLIC RECORD: In accordance with Florida Statutes 119.0701, Contractor shall comply with all public records laws, and shall specifically:

1. Keep and maintain public records required by the City to perform the service.
 - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

- b. "Public records" means and includes those items specified in Florida Statutes 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics,

or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Contract.

2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
3. Ensure that project 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, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; EMAIL: Publicrecordsrequest@cityofnorthport.com.

Failure of the Contractor to comply with these requirements shall be a material breach of this Contract. Further, Contractor may be subject to penalties under Florida Statutes 119.10.

UNAUTHORIZED ALIEN WORKERS: The City will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The City shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Contract by the City.

EQUAL EMPLOYMENT OPPORTUNITY: The City, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Contractors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit quotes in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All Contractors are hereby notified that the successful Contractor must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act.

1. No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
2. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
3. Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
4. City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that City shall have the right to terminate this Contract upon receipt of evidence of discrimination.

FORCE MAJEURE: The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

REQUIRED DOCUMENTATION (IF APPLICABLE): To be considered, please submit copies of all applicable and appropriate licenses and certifications.

CRITERIA FOR AWARD: The City shall be the sole judge as to the merits of the proposal(s), and the resulting agreement to the most qualified, responsive, and responsible quoter(s), who fulfills all requirements, and whose evaluation by the City indicates that the award will be in the best interest of the City. The City's decision will be final.

The City reserves the right to reject the quote of any quoter who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract.

It is expressly understood by the City and the Contractor that award of the Contract is contingent upon appropriation of funds by the City Commissioners.

SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS:

Secure, cloud-based document management software that will integrate with Xakia case management software and should include:

- Document creation, editing, tracking user changes, automatic version updates;
- Outlook add-ins to include prompts to save emails to the file upon sending;
- Preview window for viewing, editing, and copying document without opening;
- Ability to run document queries;
- Export all documents within one file at one time, easily and quickly;

- Ability to share documents by providing others with a link, under secure data protection with encryption; share downloadable or read only, notification when document is viewed, see most updated version when opening, expiration date for viewing, show history of who, when and how someone viewed document;
- Document grouping, folders within files for organizing, which should be customizable;
- Advanced search options - all document types, including PDFs and scanned documents, need to be searchable, including full text, not just document titles; additional ability to search by file name or client; and ability to apply filters to each search;
- Pin to toolbar recently viewed documents or emails;
- Compatibility with common internet browsers (ideally Chrome); and
- Must integrate with Xakia case management software.

To better decide if right for our office, please provide:

- Bullet list or materials outlining all document management and email management features, including security;
- Pricing should include an itemization for all applicable fees, including but not limited to set up fee, monthly user fee, document migration fee, and maintenance fee, if any. Include the discounted government rate for each, if applicable, and how much data is included for this price;
- The price to add additional data or space, and additional users;
- Whether the vendor will accept a purchase order or whether a contract is required;
- The minimum term requirement (month-to-month, one year, etc.) for all recurring fees; and
- At least three references of in-house governmental legal departments using this product for at least the last 6 months (ideally in combination with Xakia).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SEE NEXT PAGES FOR QUOTE FORM.

QUOTE SUBMITTAL SIGNATURE FORM

The signature below is a guarantee that the Quoter shall not withdraw his/her quote for a period of **ninety (90) days after the scheduled quote due date**. If notified of the acceptance of the quoter’s submittal, the undersigned agrees to accept the form of contract designated in this RFQ by the City for the stated compensation in the form as prescribed by the City.

The undersigned further certifies that he/she has read the Request for Quotation, Terms and conditions, Insurance Requirements and any other documentation relating to this request and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the Contractor acknowledge receipt of same. The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the quote price.

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Company Information

Type of Organization (Please Check One):

Individual Ownership _____ **Joint Venture** _____ **LLC/LLP** _____
Partnership _____ **Corporation** _____ **OTHER** Limited _____

Federal Identification Number: _____

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: N/a _____

Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

Does it use a registered fictitious name: Yes or No

DBA (if any): _____

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE SUBMITTAL SIGNATURE FORM (CONTINUED)

Company Name Ascertus Limited

020 3126 4960
Telephone # E-Mail Fax #

Standen Oast, Weeks Lane, Biddenden, Kent, United Kingdom TN27 8JX
Mailing Address

2A Charing Cross Road, Pennine Place
Location Address

London WC2H 0HF
City State Zip Code

Telephone +44(0) 2031264960 E-mail maggie.lai@ascertus.com Fax #

Jon Wainwright, Sales Director
Print Name & Title of Company Representative

J C Wainwright 7th April 2020
Signature of person authorized to bind the company Date

Do you accept Visa as payment for goods/services? YES NO

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

QUOTE FORM

Line Item #	Description of Services/Specifications/Items	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	iManage Work Licenses Annual Subscription (20GB per user)	10	Per User	\$60	\$7,200
2	iManage Implementation Fee (Not including data migration)	15	Per Day	\$1,200	\$18,000
3	Ascertus Tier 1 Annual Support (after-care support services based on 20 support incidents per year)	1	Per Year	\$3,000	£3,000
4	Additional 1TB storage per month (optional)	12	Per month	\$400	\$4,800
Sub-Total					\$33,000
Freight (IF NOT INCLUDED IN UNIT PRICES)					

TOTAL PRICE: \$33,000.00

Estimated Delivery Lead Time (After Receipt of Order): 2-4 weeks before project commences _____

Discount (if applicable): _____

Quoter Comments:

COMPANY NAME: Ascertus Limited

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Jon Wainwright

SIGNATURE: J.C Wainwright **DATE:** 7th April 2020

A COMPANY SPECIFIC PRICING SHEET MAY BE PROVIDED IN LIEU OF THIS QUOTE FORM; HOWEVER, EITHER OF THE TWO MUST BE COMPLETED, SIGNED AND RETURNED IN ORDER TO BE CONSIDERED.

CONFLICT OF INTEREST FORM

The Florida Code of Ethics regulates the ability of the City to contract with its public officers (including board members), employees, and their immediate relatives. Quoters shall disclose any such potential conflicts on the provided Conflict of Interest Form. Quoters are responsible for reviewing Florida Statute §112.313 to determine whether they may have a conflict. If Quoter is in doubt as to their ability to contract with the City, they shall seek a conflict of interest opinion from the City Manager or his/her designated representative prior to submittal of a response.

Please indicate if the following applies:

PART I.

I am an employee, public officer or advisory board member of the City
_____ (List Position or Board)

I am the spouse or child of an employee, public officer or advisory board member of the City
Name: _____

An employee, public officer or advisory board member of the City, or their spouse or child, is an officer, partner, director, or proprietor of Respondent or has a material interest in Respondent. "Material interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity. For the purposes of [§112.313], indirect ownership does not include ownership by a spouse or minor child.

Name: _____

Respondent employs or contracts with an employee, public officer or advisory board member of the City
Name: _____

None of The Above

PART II:

Are you going to request an advisory board member waiver?

- I will request an advisory board member waiver under §112.313(12)
 I will NOT request an advisory board member waiver under §112.313(12)
 N/A

The City shall review any relationships which may be prohibited under the Florida Ethics Code and will disqualify any contractors whose conflicts are not waived or exempt.

COMPANY NAME: Ascertus Limited

NAME (PERSON AUTHORIZED TO BIND THE COMPANY): Jon Wainwright

SIGNATURE: J C Wainwright DATE: 7th April 2020

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE.

SCRUTINIZED COMPANY CERTIFICATION FORM

Company Name: <u>Ascertus Limited</u>			
Authorized Representative Name and Title: <u>Jon Wainwright, Sales Director</u>			
Address: <u>__ Pennine Place</u>	City: <u>London</u>	State: <u>UK</u>	ZIP: <u>WC2H 0HF</u>
Phone Number: <u>__+44(0)2031264960</u>	Email: <u>__maggie.lai@ascertus.com</u>		
Address: _____			

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, section 215.4725, or is engaged in a boycott of Israel.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City of North Port for goods or services of \$1 million or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statutes, section 215.473, or with companies engaged in business operations in Cuba or Syria.

CHOOSE ONE OF THE FOLLOWING

- This quote, bid, proposal, contract or contract renewal is for goods or services of less than \$1 million. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel.

- This quote, bid, proposal, contract or contract renewal is for goods or services of \$1 million or more. As the person authorized to sign on behalf of the above-named company, and as required by Florida Statutes, section 287.135(5), I hereby certify that the above-named company is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and it does not have business operations in Cuba or Syria.

I understand that pursuant to Florida Statutes, section 287.135, the submission of a false certification may result in the termination of the contract if one is entered into, and may subject the above-named company to civil penalties, attorney's fees and costs.	
Certified By: <u> <i>J C Wainwright</i> </u>	_____
AUTHORIZED REPRESENTATIVE SIGNATURE	
Print Name and Title: <u> Jon Wainwright, Sales Director </u>	_____
Date Certified: <u> 7th April 2020 </u>	_____

RFQ No.: 2020-01CAO

THIS PAGE MUST BE COMPLETED AND RETURNED IF SUBMITTING A QUOTE

DRUG FREE WORKPLACE FORM

The City has adopted a policy in observation of the Drug Free Workplace Act of 1988. Therefore, it is unlawful to manufacture, distribute, dispense, possess, or use any controlled substance in the City workplace.

The City requests that this Drug Free Workplace Affidavit accompany the submittal. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any quoter who does not sign the affidavit. The Drug Free Workplace Affidavit is primarily used as a tie breaker when two or more separate entities have submitted quotes at the same price, terms and conditions, with preference given to the bidder who has signed the affidavit.

The undersigned Consultant in accordance with Florida Statute 287.087 hereby certifies that _____ does:

(Company Name)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

NAME/TITLE OF PERSON AUTHORIZED TO BIND: _____

SIGNATURE: _____

DATE: _____

STANDARD INDEMNIFICATION AGREEMENT (NON-CONSTRUCTION/NON-DESIGN PROFESSIONAL)

THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH THE QUOTE IF CONTRACTOR IS REQUIRED TO PERFORM SERVICES PURSUANT TO THIS RFQ.

The **CONTRACTOR** shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify, defend and hold harmless the **CITY**, its commissioners, employees, agents and assigns from all demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate levels), of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Contract by the **CONTRACTOR**, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the **CONTRACTOR** shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the **CITY**.

To the extent applicable, the **CONTRACTOR** shall fully indemnify, defend and hold harmless the **CITY**, and its commissioners, agents, employees and assigns from any demands, claims, suits, actions, judgments, damages, fines, fees, taxes, assessments, penalties, losses, expenses, costs of every type and description, and reasonable attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns, or to the operation or use of **CONTRACTOR's** products by the **CITY** or any of its commissioners, agents, employees, and assigns in a manner not contemplated by the Contract.

In the event of a claim, the **CITY** shall promptly notify the **CONTRACTOR** in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery to the address provided below. Notification may also be provided by fax transmission to the number provided below.

The **CITY** shall provide all available information and assistance that the **CONTRACTOR** may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of this Contract. The insurance coverage and limits required in this Contract may or may not be adequate to protect the **CITY** and such insurance coverage shall not be deemed a limitation on the **CONTRACTOR's** liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

COMPANY NAME: Ascertus Limited

NAME/TITLE OF PERSON AUTHORIZED TO BIND: JON WAINWRIGHT

SIGNATURE: *J C Wainwright*

DATE: 7th April 2020

REFERENCES/CLIENT LISTING

THIS FORM IS TO BE COMPLETED AND SUBMITTED WITH THE QUOTE ONLY IF CONTRACTOR IS REQUIRED TO PERFORM SERVICES PURSUANT TO THIS RFQ.

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

1. Company/Entity Name: Florida Crystals
Address: 1 North Clematis Street | Suite 400
City: West Palm Beach State FL Zip Code 33401
Name of Contact Person: Steve Hannan Title: Legal Administrator
Telephone# +1 561-515-8046 Fax: _____ E-Mail: Steven.Hannan@floridacrystals.com
Contract Period: Three years
Type of Product Supplied: iManage document and email management system plus compareDocs and pdfDocs
Governmental or Private: Private Dollar Value of Contract \$ _____

2. Company/Entity Name: _____
Address: _____
City: _____ State _____ Zip Code _____
Name of Contact Person: _____ Title: _____
Telephone# _____ Fax: _____ E-Mail: _____
Contract Period: _____
Type of Product Supplied: _____
Governmental or Private: _____ Dollar Value of Contract \$ _____

3. Company/Entity Name: _____
Address: _____
City: _____ State _____ Zip Code _____
Name of Contact Person: _____ Title: _____
Telephone# _____ Fax: _____ E-Mail: _____
Contract Period: _____
Type of Product Supplied: _____
Governmental or Private: _____ Dollar Value of Contract \$ _____